

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – 6:00 PM**  
**April 17, 2025**

**Public Comment on Actionable Agenda Items**

**PRAYER**

Mayor Shane McFarland

**PLEDGE OF ALLEGIANCE**

**CEREMONIAL ITEMS**

Proclamation: National Public Safety Telecommunicators Week

Recognition: 2025 Public Safety Telecommunicator of the Year Christian Powers

**Consent Agenda**

1. Affordable Housing Program (Community Development)
2. Beer Permits (Finance)
3. Wine Sales Certificate of Compliance - Delicias Markets (Finance)
4. Mandatory Referral for Abandonment of a Portion of Blackman Road Right-of-Way (Planning)
5. Mandatory Referral for Abandonment of Portions of a Drainage Easement Along Dejarnette Lane (Planning)
6. Cintas Citywide Agreement (Street)
7. Purchase of Broce RCT-50 Broom with accessories (Street)
8. Asphalt and Concrete Purchase Report (Street)
9. SRWTP Chemical Contract Extensions (Water Resources)
10. Asphalt Purchases Report (Water Resources)

**Old Business**

Ordinance

11. Murfreesboro Cable TV Structure Changes Ordinance 25-O-08 (Second Reading) (Communications)

**New Business**

Land Use Matters

12. Rezoning Property Along East Street (Planning)
  - a. Public Hearing: Rezone 0.24 acres
  - b. First Reading: Ordinance 25-OZ-11
13. Rezoning Property Along Greenland Drive (Planning)
  - a. Public Hearing: Rezone 0.82 acres
  - b. First Reading: Ordinance 25-OZ-13

14. Amending the PCD Zoning for Property Along Joe B Jackson Parkway (Planning)
  - a. Public Hearing: Amend the zoning on 23.4 acres
  - b. First Reading: Ordinance 25-OZ-12
15. Amending Conditions of Approval for an Existing Outside the City Sewer Customer for Property Along Epps Mill Road and Capital Way (Planning)
16. Sewer Allocation Variance- North Thompson Lane – Restaurant (YMCA Subdivision, Future Lot 2) (Planning)
17. Sewer Allocation Variance- North Thompson Lane – Restaurant (YMCA Subdivision, Future Lot 3) (Planning)

#### Ordinance

18. Amending the Sign Ordinance – Second-Floor Signs (Building and Codes & Planning)
  - a. Public Hearing: Amending the Sign Ordinance
  - b. First Reading: Ordinance 25-O-14

#### Resolution

19. Resolution 25-R-11 FY25 Budget Amendment #8 (Schools)
20. Resolution 25-R-13 Regarding the Possession, Use, and Consumption of Beer, Wine, and Alcoholic Beverages at Old Fort Golf Course (Golf)
21. Solid Waste Fee Schedule Adjustment (Administration)

#### On Motion

22. Purchase of Special Education Bus (Schools)
23. Purchase of Vesta 911 Command Posts from Motorola (Police)
24. Purchase of Flock Public Safety Camera System (Police)
25. Proposed Annual Adjustment to Rental Rates (Airport)
26. SRWTP Distribution Isolation Valve Replacement Project (Water Resources)
27. SRWTP Flat Roof Repairs (Water Resources)
28. SRWTP Lagoon Residuals Removal (Water Resources)
29. Task Order 16 for Construction Phase Services Town Creek Daylighting Project (Administration)

#### **Board & Commission Appointments**

30. Murfreesboro Housing Authority (Mayor)

#### **Licensing**

31. Beer Permits (Finance)

#### **Payment of Statements**

#### **Other Business**

#### **Adjourn**



# COUNCIL COMMUNICATION

**Meeting Date: 4/17/2025**

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**Item Title:** Affordable Housing Program – Legacy Pointe Development

**Department:** Community Development

**Presented by:** Robert Holtz, Director of Community Development

**Requested Council Action:**

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

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**Summary**

Down payment assistance from federal Community Development Block Grant (CDBG) funds for the City's Affordable Housing Assistance Program.

**Staff Recommendation**

Approve the expenditure from CDBG funds for down payment assistance.

**Background Information**

The purchaser of a new home in Legacy Pointe developed by Habitat for Humanity has applied for down payment assistance. The property is: 2904 Humanity Trail. The program will provide \$10,000 towards the down payment from existing Community Development Block Grant (CDBG) funds under the City's Affordable Housing Assistance Program. The applicant meets the qualifications for assistance.

**Council Priorities Served**

*Responsible Budgeting*

Utilizing federal funds to provide community-based assistance is a cost-effective means of address the needs of the community.

**Fiscal Impact**

The expenditure, \$10,000, is fully funded by CDBG funds allocated to the City's Affordable Housing Assistance Program.

# COUNCIL COMMUNICATION

Meeting Date: 04/11/2025

**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.

## Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
Center for the Arts, Inc.	04/12/2025	Backstage Bash	110 W College St.

## 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

**Special Event Beer Application**

Summary of information from the beer application:

<b>Name of Non-Profit Organization</b>	Center for the Arts, Inc.
<b>Organization Address</b>	110 W College St.
<b>Event Location</b>	Center for the Arts 110 W College St.
<b>Event Date</b>	4/12/2025
<b>Event Time</b>	6:30 p.m. until 12:00 a.m.
<b>Period for Beer to be Served</b>	7:00 p.m. until 11:30 p.m.
<b>Nature and Purpose of Event</b>	Backstage Bash/ Fundraising
<b>Approximate Number of Persons Expected to Attend</b>	300
<b>Special Event Permit Approved?</b>	Yes
<b>Application Completed Properly?</b>	Yes
<b>Internal Revenue Letter Provided?</b>	Yes

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

# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

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**Item Title:** Wine Sales Certificate of Compliance – Delicias Markets

**Department:** Finance

**Presented by:** Erin Tucker, City Recorder

**Requested Council Action:**

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

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**Summary**

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

**Background Information**

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

A certificate of compliance is requested by Juan Ignacio Rocha, Maria S. Rocha, Juan Rojo Guzman and Maria Vanessa Rocha for Delicias Markets at 810 NW Broad St Ste 218. This request complies with statutory requirements.

**Council Priorities Served**

*Maintain public safety*

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

**Attachments**

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

**City of Murfreesboro**  
**Request for Certificate of Compliance for**  
**Wine in Retail Stores**

Summary of information from the application:

**Name of Business Entity** San Juan Markets LLC

**Type of Application:**

**New - wine sale in retail store**

**Corporation** \_\_\_\_\_  
**LLC**       X        
**Partnership** \_\_\_\_\_  
**Sole Proprietor** \_\_\_\_\_

**Owner**

**Name** Juan Ignacio Rocha  
**Age** 63  
**Home Address** 1000 Cumberland Valley Dr  
**Residency City/State** Franklin, TN  
**Race/Sex** White/M  
**10 Year Background Check Findings:**  
City of Murfreesboro: None  
Rutherford County: None  
Nashville/Davidson County: None  
TBI/FBI No indication of any record that may  
preclude the applicant for consideration.

**Owner**

**Name** Maria S. Rocha  
**Age** 61  
**Home Address** 1000 Cumberland Valley Dr  
**Residency City/State** Franklin, TN  
**Race/Sex** White/F  
**10 Year Background Check Findings:**  
City of Murfreesboro: None  
Rutherford County: None  
Nashville/Davidson County: None  
TBI/FBI No indication of any record that may  
preclude the applicant for consideration.

**Owner**

**Name** Juan Rojo Guzman  
**Age** 38  
**Home Address** 4868 Cedar Grove Rd  
**Residency City/State** Rockvale  
**Race/Sex** White/M  
**10 Year Background Check Findings:**  
City of Murfreesboro: None  
Rutherford County: None  
Nashville/Davidson County: None  
TBI/FBI No indication of any record that may  
preclude the applicant for consideration.

**Owner**

**Name** Maria Vanessa Rocha  
**Age** 40  
**Home Address** 4868 Cedar Grove Rd  
**Residency City/State** Rockvale, TN  
**Race/Sex** White/F  
**10 Year Background Check Findings:**  
City of Murfreesboro: None  
Rutherford County: None  
Nashville/Davidson County: None  
TBI/FBI No indication of any record that may  
preclude the applicant for consideration.

**Name of Business** Delicias Markets  
**Business Location** 810 NW Broad St Ste 218

**Application Completed Properly?** Yes

**Location meets zoning requirement?** Yes

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

# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

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**Item Title:** Mandatory Referral for Abandonment of a Portion of Blackman Road Right-of-way

**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"/>

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**Summary**

Consider request to allow abandonment of a portion of Blackman Road right-of-way.

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission recommended approval at its April 9, 2025 regular meeting.

**Background Information**

In this mandatory referral [2025-702], Council is being asked to consider abandoning a portion of Blackman Road right-of-way (ROW), adjacent to the intersection of Blackman Road and Hartman Farm Court. Blackman Road was realigned in conjunction with the Westlawn Commercial East development to intersect with Veterans Parkway further to the north of its current intersection. The southern remnant section of Blackman Road was renamed to Hartman Farm Court. The ROW requested to be abandoned is surplus right-of-way remaining after the realignment. The roadway itself was removed from the ROW in question, but this ROW does still contain some utility infrastructure for which easements will be needed should the ROW segment be abandoned. Staff contacted utility providers and City departments and none objected to the abandonment of this ROW segment.

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

1. The applicant shall provide a legal description and exhibits necessary for the City to draft the legal instrument(s). Such instrument(s) shall be subject to the final approval of the City Legal Department.
2. The applicant shall be responsible for the recording of the legal instrument(s), including payment of the recording fee.
3. If the abandonment is approved, a subdivision plat combining the abandoned ROW with adjacent lot(s) shall be submitted to the Planning Department for review and approval. The quitclaim deed for the ROW abandonment and the companion final plat are to be recorded simultaneously.

4. If the abandonment is approved, then the appropriate easements for existing utility and drainage infrastructure shall be recorded on the subdivision plat.

**Council Priorities Served**

*Expand Infrastructure*

The abandonment of this right-of-way is in conjunction with the needed realignment of Blackman Road to a new signalized intersection.

**Attachments:**

1. Staff comments from 03/05/2025 Planning Commission meeting
2. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION**

**STAFF COMMENTS PAGE 1**

**APRIL 9, 2025**

**PROJECT PLANNER: SLOANE LEWIS**

- 5. b. Mandatory Referral [2025-702] to consider the abandonment of a portion of Blackman Road right-of-way located at the intersection of Blackman Road and Hartman Farm Court, SEC, Inc. applicant.**



In this mandatory referral, the Planning Commission is being asked to consider the abandonment of a portion of Blackman Road public right-of-way (ROW). The request for abandonment is depicted on the attached exhibit pages that are included in the agenda materials. Per the attached exhibit, prepared by SEC, Inc., the portion of Blackman Road ROW requested to be abandoned is shown in the hatched area. The segment to be abandoned is the remaining piece of ROW from the realignment of Blackman Road.



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

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

1. The applicant shall provide a legal description and exhibits necessary for the City to draft the legal instruments. Such instruments shall be subject to the final approval of the City Legal Department.
2. The applicant shall be responsible for the recording of the legal instruments, including payment of the recording fee.
3. If the abandonment is approved, a subdivision plat combining abandoned ROW with adjacent lot(s) shall be submitted to the Planning Department for review and approval. The quitclaim deed for the ROW abandonment and the companion final plat are to be recorded simultaneously.
4. If the abandonment is approved, then the appropriate easements for existing utility and drainage infrastructure shall be recorded on the subdivision plat.

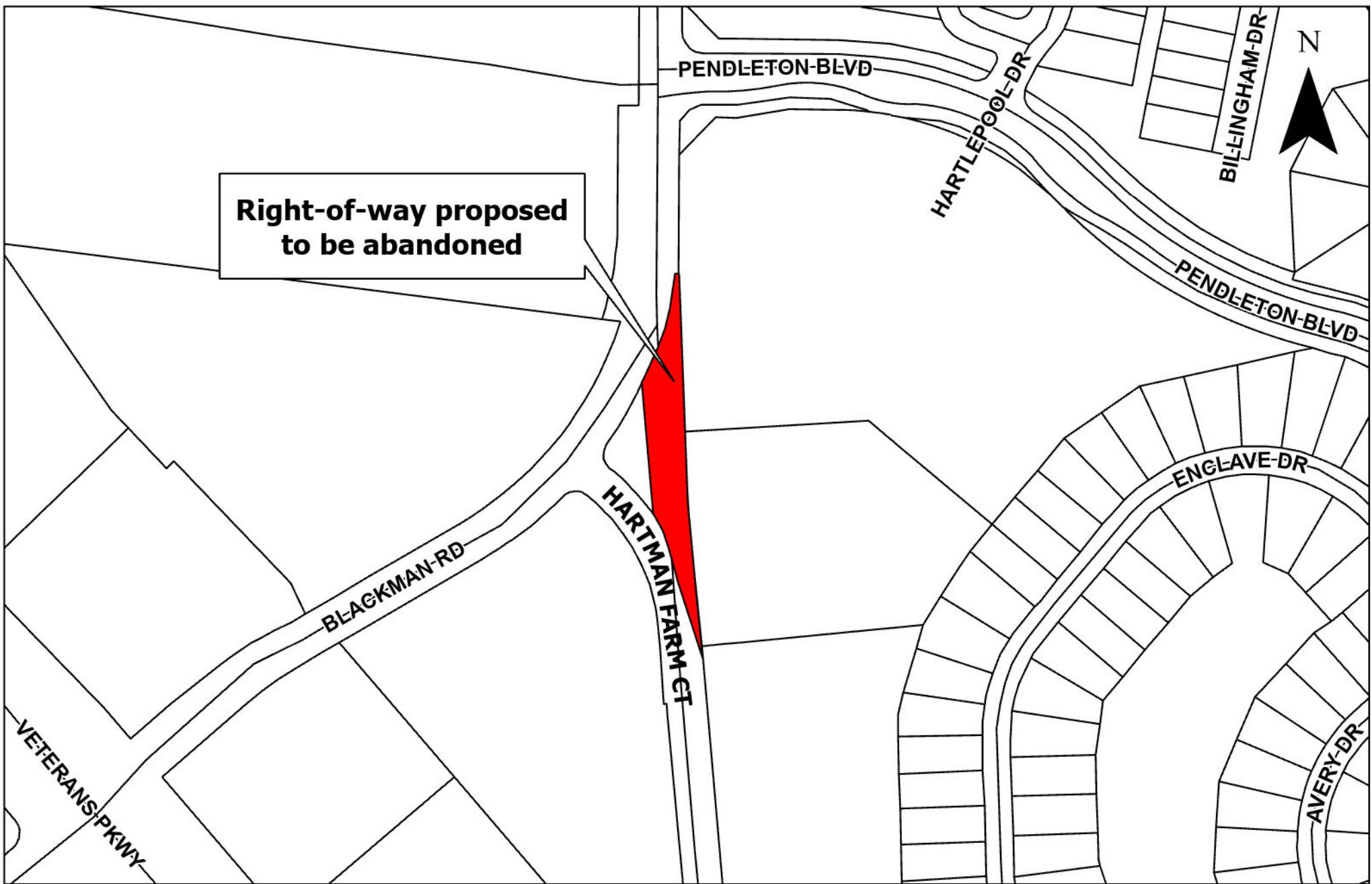
### **Action**

### **Needed:**

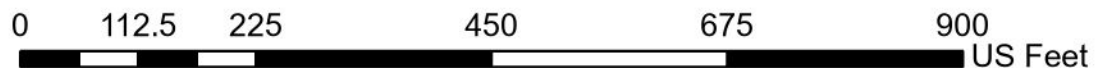
The Planning Commission should conduct a public hearing and then discuss this matter and formulate a recommendation to the City Council regarding the abandonment. Staff recommends that any approval be made subject to the above conditions.

### **Attachments:**

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



## Request to abandon Blackman Road public right-of-way

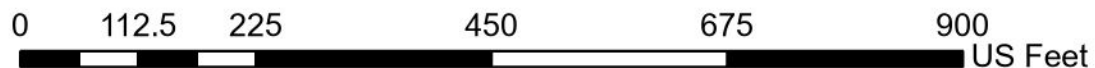


Planning Department  
City of Murfreesboro  
111 West Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)





## Request to abandon Blackman Road public right-of-way



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

# Memorandum

**To:** Ben Newman, Planning Director  
Matthew Blomeley, Assistant Planning Director

**From:** Sloane Lewis, Planner

**Date:** March 26, 2025

**Re:** Mandatory Referral [2025-702] for the abandonment of a portion of Blackman Road right-of-way located at the intersection of Blackman Road and Hartman Farm Court

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

## **Engineering & Streets Department**

The request to abandon ROW should be subject to the submission and recording of a subdivision plat that combines the abandoned ROW with adjacent lot(s). A drainage easement should be provided for roadside ditches. The City will need to keep a drainage easement in this area due to sections of road that are not in curb and gutter where water will drain into ditched sections. The recording of the quitclaim deed abandoning the ROW and the final plat should be done simultaneously.

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

## **Fire and Rescue Department**

Fire and Rescue does not have any comments on the abandonment.

## **Police Department**

The Murfreesboro Police Department has no objection to the ROW abandonment.

## **Solid Waste Department**

The Solid Waste Department does not have any comments on the abandonment.

## **Murfreesboro Water Resources Department (MWRD)**

The MWRD does not have any comments on the abandonment.

**Consolidated Utility District (CUD)**

CUD has (2) existing 8-inch water mains within the area of interest of the proposed abandonment of the Blackman Road ROW. CUD will require that an additional CUD water line easement be dedicated for the existing water mains that are proposed to be on private property prior to or in conjunction with the finalization of the proposed ROW abandonment. CUD will require an amendment plat or survey metes and bounds description with an exhibit to dedicate the necessary easement(s) for the existing 8-inch water lines.

**Middle Tennessee Electric Members Cooperative (MTE)**

MTE has an existing 3-phase overhead line along this ROW for which an easement will be needed.

**AT&T**

AT&T has Aerial Copper and fiber facility on MTE pole route.

**Atmos Energy**

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

**Comcast**

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





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

February 11, 2025

Mr. Richard Donovan  
City of Murfreesboro Planning Dept.  
111 West Vine Street  
Murfreesboro, TN 37133-1139

RE: Westlawn East Section 1  
ROW Abandonment Mandatory Referral  
SEC Project No. 19164

Dear Richard,

Please find the attached supplemental documents to support the mandatory referral request to abandon portions of the Right-Of-Way at the property located along Blackman Road.

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

Sincerely,

*Matt Taylor*

Matt Taylor, 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, <b>INCLUDING</b> abandonment of right-of-way.....	\$350.00
Mandatory Referral, <b>NOT INCLUDING</b> abandonment of right-of-way.....	\$150.00

### Property Information:

Tax Map/Group/Parcel:

Address (if applicable):

Street Name (if abandonment of ROW):

Type of Mandatory Referral:

### Applicant Information:

Name of Applicant:

Company Name (if applicable):

Street Address or PO Box:

City:

State:

Zip Code:

Email Address:

Phone Number:

### Required Attachments:

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

Applicant Signature

Date

# SEC, Inc.

## SITE ENGINEERING CONSULTANTS

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

**MAP 93, P/O PARCEL 1.07  
HARTMAN FARM COURT – R.O.W. EXHIBIT  
OSCAR PROPERTIES LLC  
P.B. 47, PG. 284 (R.O.R.C., TN)  
R.B. 1756, PG. 3170 (R.O.R.C., TN)  
± 18,306 SQ. FT., ± 0.420 AC.**

A PORTION OF A PARCEL OF LAND LYING IN THE 7<sup>TH</sup> CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL ON THE NORTH, SOUTH, EAST AND WEST BY THE SOUTHERLY, NORTHERLY, AND EASTERLY RIGHT OF WAY AND EASTERLY, WESTERLY MARGIN OF HARTMAN FARM COURT, ALSO ON THE EAST BY GROW & LEARN X LLC – (R.B. 2388, PG. 2866), ALSO ON THE EAST BY CORNERSTONE DEVELOPMENT LLC, LOT 1, LEARNING CENTER AT BERKSHIRE SUBDIVISION – (P.B. 42, PG. 206) (R.B. 1745, PG. 2453), AND ALSO ON THE WEST BY OSCAR PROPERTIES LLC, COMMON AREA, WESTLAWN COMMERCIAL EAST SUBDIVISION – (P.B. 47, PG. 284) (R.B. 1756, PG. 3170). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FROM AN IRON PIN (SEC) ON THE EASTERLY MARGIN OF HARTMAN FARM COURT, ROAD, SAID PIN BEING THE SOUTHWESTERLY CORNER OF LOT 1, THENCE, LEAVING THE EASTERLY MARGIN OF HARTMAN FARM COURT AND ACROSS THE SOUTHWESTERLY RIGHT OF WAY OF SAID ROAD, WITH A CURVE TURNING TO THE LEFT, WITH AN ARC LENGTH OF 198.37', WITH A RADIUS OF 688.99', WITH A CHORD BEARING OF N 20°32'37" W, AND A CHORD LENGTH OF 197.69' TO A POINT ON THE WESTERLY MARGIN OF HARTMAN FARM COURT, SAID POINT BEING THE SOUTHERLY CORNER OF THE COMMON AREA;  
THENCE, ALONG THE WESTERLY MARGIN OF SAID ROAD, N 04°13'06" W FOR A DISTANCE OF 191.59' TO A POINT, SAID POINT BEING THE NORTHERLY CORNER OF SAID COMMON AREA;  
THENCE, LEAVING SAID MARGIN AND ACROSS THE NORTHEASTERLY RIGHT OF WAY OF HARTMAN FARM COURT FOR THE FOLLOWING (2) CALLS:  
WITH A CURVE TURNING TO THE LEFT, WITH AN ARC LENGTH OF 188.22', WITH A RADIUS OF 563.00', WITH A CHORD BEARING OF N 14°38'19" E, AND A CHORD LENGTH OF 187.34' TO A POINT;  
THENCE, S 84°56'20" E FOR A DISTANCE OF 4.47' TO A POINT, SAID POINT BEING THE NORTHWESTERLY CORNER OF GROW & LEARN X LLC AND THE EASTERLY MARGIN OF HARTMAN FARM COURT;  
THENCE, ALONG THE EASTERLY MARGIN OF SAID ROAD, FOR THE FOLLOWING (3) CALLS:  
WITH A CURVE TURNING TO THE LEFT, WITH AN ARC LENGTH OF 254.56', WITH A RADIUS OF 3,970.00', WITH A CHORD BEARING OF S 01°27'27" E, AND A CHORD LENGTH OF 254.52' TO AN IRON PIN SET (SEC), SAID PIN BEING THE NORTHWESTERLY CORNER OF LOT 1;  
THENCE, WITH A COMPOUND CURVE TURNING TO THE LEFT, WITH AN ARC LENGTH OF 128.78', WITH A RADIUS OF 3,970.03', WITH A CHORD BEARING OF S 04°13'25" E, AND A CHORD LENGTH OF 128.77' TO AN IRON PIN SET (SEC);  
THENCE, S 05°09'11" E FOR A DISTANCE OF 174.91' TO THE POINT OF BEGINNING. HAVING AN AREA OF ± 18,306 SQUARE FEET, ± 0.420 ACRES.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO OSCAR PROPERTIES, LLC, BY WARRANTY DEED FROM RHB LLC, RECORDED IN BOOK 1756, PAGE. 3170, RECORDED ON MARCH 20<sup>TH</sup>, 2019, IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

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



**SEC, Inc.**

WWW.SEC-CIVIL.COM

850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129

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

**SITE ENGINEERING CONSULTANTS**

ENGINEERING • SURVEYING • LAND PLANNING

LANDSCAPE ARCHITECTURE

## HARTMAN FARM COURT - R.O.W. EXHIBIT:

MAP 93, PARCEL I.07

OSCAR PROPERTIES LLC

COMMON AREA

WESTLAWN COMMERCIAL EAST S/D

P.B. 47, PG. 284, R.B. 1756, PG. 3170 (R.O.R.C., TN)

MAP 93, PARCEL I.01  
GROW & LEARN X LLC  
R.B. 2388, PG. 2866

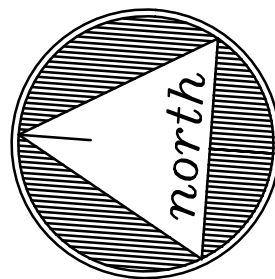
MAP 93, PARCEL I.18  
CORNERSTONE DEVELOPMENT LLC  
LOT I, THE LEARNING  
CENTER AT BERKSHIRE S/D  
P.B. 42, PG. 206, R.B. 1745, PG. 2453

REMAINING R.O.W.  
± 0.420 AC.  
± 18,306 SQ. FT.

MAP 93, PARCEL I.07  
OSCAR PROPERTIES LLC  
COMMON AREA  
WESTLAWN COMMERCIAL EAST S/D  
P.B. 47, PG. 284,  
R.B. 1756, PG. 3170

**HARTMAN FARM COURT**  
R.O.W. VARIES (MINOR ARTERIAL)

**BLACKMAN ROAD**  
R.O.W. VARIES (MINOR ARTERIAL)



S.E.C. #: 19164.91

DRAWN BY: MHM

SCALE: 1" = 50'

DATE: 2/11/25

REV: 2/12/25

### LINE TABLE

LINE	BEARING	DISTANCE
L1	N 04°13'06" W	191.59'
L2	S 84°56'20" E	4.47'
L3	S 05°09'11" E	174.91'

### CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	688.99'	16°29'47"	198.37'	N 20°32'37" W	197.69'
C2	563.00'	19°09'18"	188.22'	N 14°38'19" E	187.34'
C3	3970.00'	3°40'26"	254.56'	S 01°27'27" E	254.52'
C4	3970.03'	1°51'31"	128.78'	S 04°13'25" E	128.77'

# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

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**Item Title:** Mandatory Referral for Abandonment of Portions of a Drainage Easement Along Dejarnette 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"/>

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**Summary**

Consider request to allow abandonment of portions of a drainage easement located on property south of Dejarnette Lane.

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission recommended approval at its April 9, 2025 regular meeting.

**Background Information**

In this mandatory referral [2025-703], Council is being asked to consider abandoning portions of a drainage easement on property located along the south side of Dejarnette Lane and developed with Providence Christian Academy (PCA). The easement in question was dedicated with the Northspring Section 1 Subdivision plat recorded in 1998. The larger portion of the easement proposed to be abandoned is requested in conjunction with the development of PCA's Pre-K/Kindergarten building and parking lot expansion. The smaller portion would remove the easement from where an existing building is located. The City Engineer has reviewed the request and does not object to it, provided that the conditions below are met.

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

1. Final design and new stormwater calculations for the replacement drainage system shall be subject to the review and approval of the City Engineer.
2. The applicant shall submit a final plat to the City for review and approval combining the two PCA-owned lots. The abandoned easement areas shall be referenced on the final plat and new drainage easements (as determined by the City Engineer) shall be dedicated and recorded with the final plat.
3. The applicant shall 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 easement in question. Said legal instrument(s) will be subject to the final review and approval of the City Legal Department.

4. The applicant will be responsible for recording these instrument(s), including payment of the recording fee.

**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.

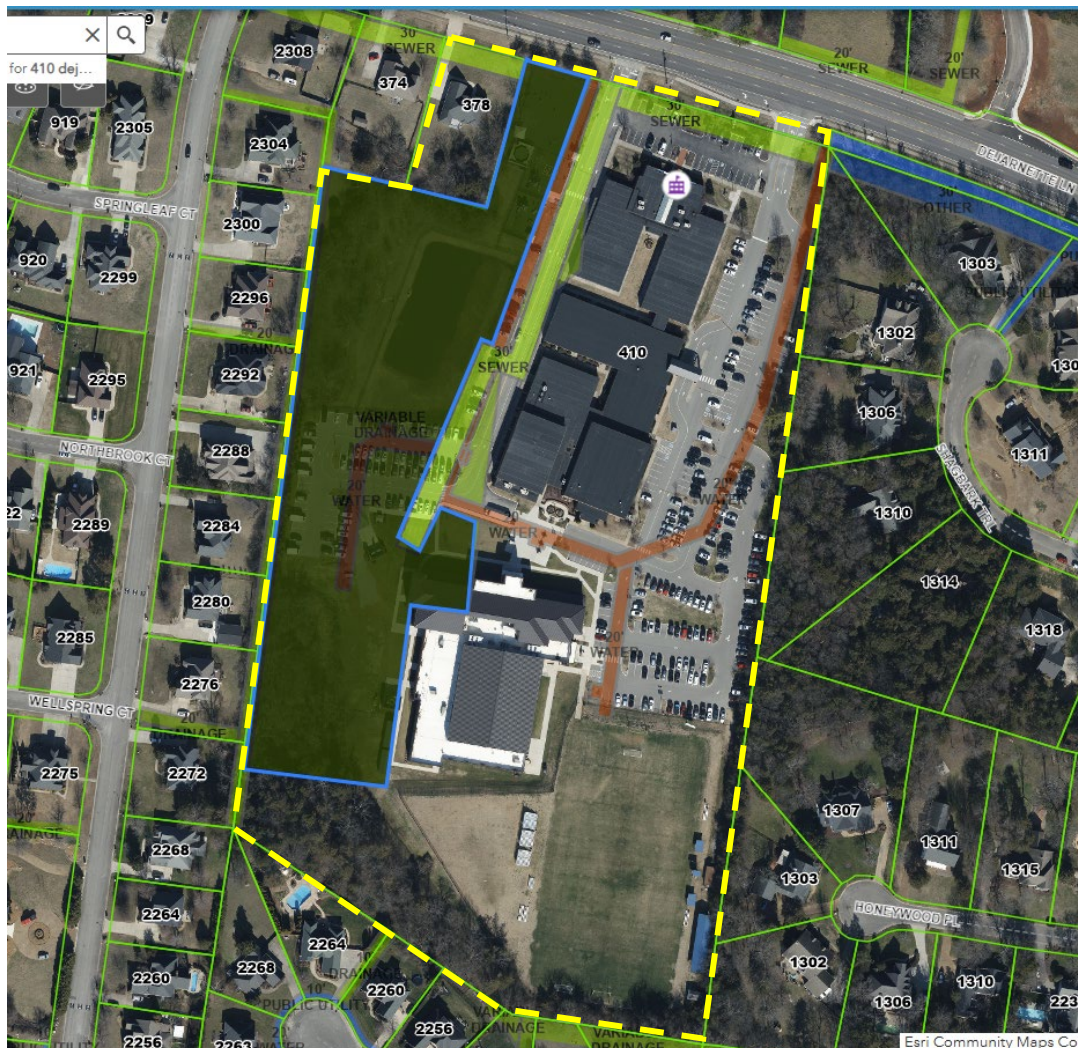
**Attachments:**

1. Staff comments from 04/09/2025 Planning Commission meeting
2. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
APRIL 9, 2025  
PROJECT PLANNER: HOLLY SMYTH**

**6.b. Mandatory Referral [2025-703] to consider the abandonment of portions of a drainage easement on property located along Dejarnette Lane, SEC, Inc. on behalf of Providence Christian Academy applicant.**

The subject property is located at 410 DeJarnette Lane, along the south side of DeJarnette Lane east of Alexander Boulevard. It is currently developed with Providence Christian Academy (PCA) private school. December 19, 2024 BZA approved PCA's special use permit for a parking lot expansion as well as a new building for preK and kindergarten and relocation of existing playground along the west side of the property, where there is an existing drainage easement. Their site plan review was submitted concurrently with this mandatory referral and is anticipated to be presented to the Planning Commission at their April 16, 2025 meeting. The adjacent



Northsprings Subdivision designated approximately 4.71 acres (as measured on GIS) as a drainage easement for their subdivision through Plat Book 21, Page 51 on August 25, 1998 (generally shown within the blue outlined area of the project site above). Later, the PCA school site was developed and more formalized drainage facilities were installed to continue serving the adjacent subdivision and their own site. Now the school is looking at relocating some of the drainage facilities and constructing some new underground drainage storage areas as they further develop out their site.

The attached exhibit shows the existing drainage easement as darkly shaded, adds angled hatching pattern overlay to those areas anticipated to be abandon, and a chicken wire hatch is used to show new proposed new drainage easements. Grey shaded areas with no patterns incorporated are anticipated to remain in place. The full construction plans for improvements to the site have not been finalized and are still being modified based on permitting with TDAC required on a portion of the site.

The City Engineer has reviewed the request and requires that the abandonments be subject to submission of new stormwater calculations and the recording of a subdivision plat that relocates the easement. The drainage easement abandonment and final plat recording should be done simultaneously.

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

- 1) Final design and new stormwater calculations for the replacement drainage system shall be subject to the review and approval of the City Engineer.
- 2) The applicant shall submit a final plat to the City for review and approval combining the two PCA lots. The abandoned easement areas shall be referenced on the final plat and new drainage easements dedicated and recorded with the final plat.
- 3) The applicant will be responsible for providing the information, such as legal descriptions and exhibits, necessary for the Legal Department to prepare the legal documents for the easement abandonment. Said legal documents will be subject to the final approval of the City Legal Department.
- 4) The applicant will be responsible for recording the aforementioned documents, including payment of any recording fees.

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



Site Engineering Consultants  
850 Middle Tennessee Blvd  
Murfreesboro, TN 37129  
(615)890-7901  
[REDACTED]

March 12, 2025

RE: Providence Christian Academy  
Easement Abandonment Mandatory Referral  
SEC Project No. 18114

Dear Holly,

Please find the attached supplemental documents to support the mandatory referral request to abandon portions of the easement located on PCA property along DeJarnette Lane.

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

Sincerely,

Aws Ahmed, 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, <b>INCLUDING</b> abandonment of right-of-way.....	\$350.00
Mandatory Referral, <b>NOT INCLUDING</b> abandonment of right-of-way.....	\$150.00

### Property Information:

Tax Map/Group/Parcel: Map 81, Parcel 2.00 | Address (if applicable): 410 DEJARNETTE LN

Street Name (if abandonment of ROW): N/A

Type of Mandatory Referral: Abandon an existing drainage easement for the purpose of relocating the drainage infrastructure.

### Applicant Information:

Name of Applicant: Aws Ahmed

Company Name (if applicable): SEC, Inc.

Street Address or PO Box: 850 Middle TN 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)

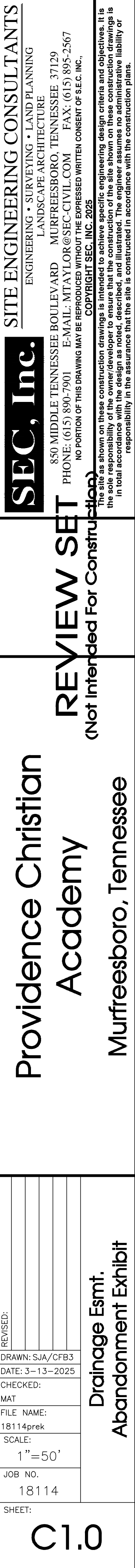
*Aws L. Ahmed*

3-13-2025

Applicant Signature

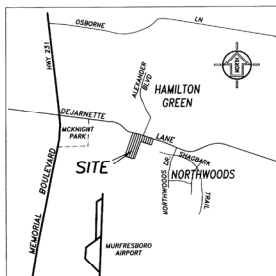
Date





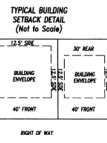
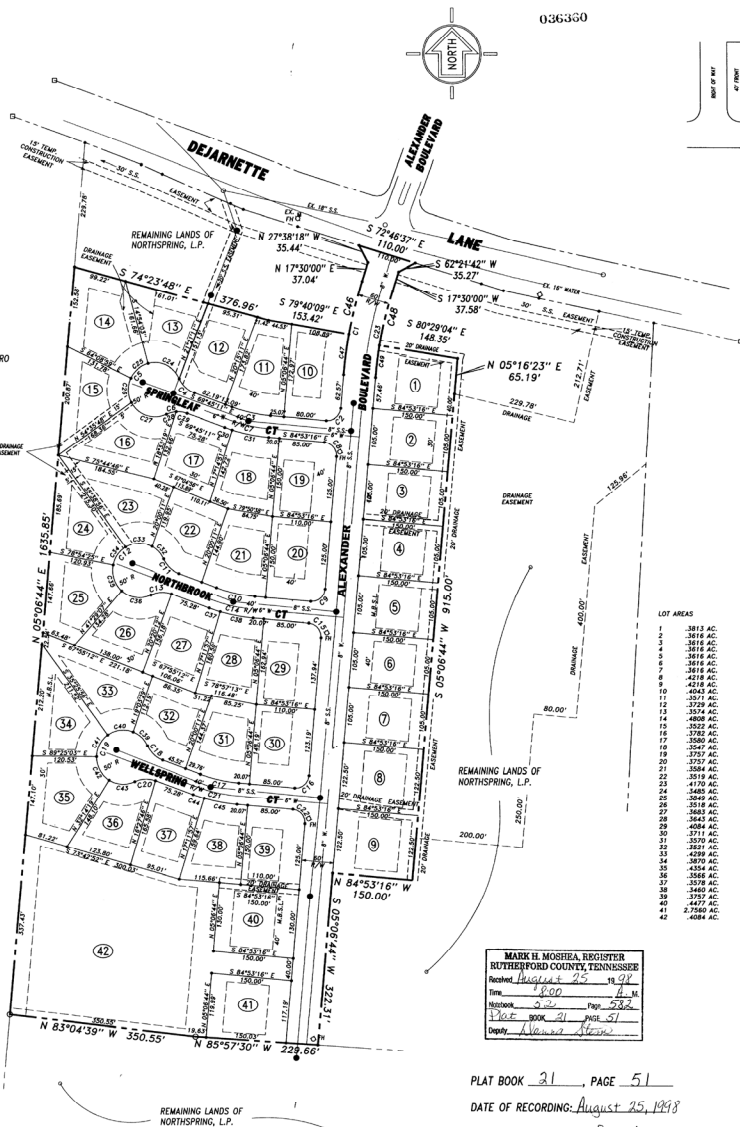


For Resubdivision of Lots 14 + 15, see Plat Book 20, page 168.  
 For Resubdivision of Lots 40, 41, + 42, see Plat Book 20, page 236.  
 For Second Resubdivision of Lots 14 + 15, see Plat Book 20, page 265.



Curve	Delta	Radius	Length	Bearing	Chord	Tangent
C1	12°12'16"	400.00	129.43	S 11°16'22" E	129.10	86.06
C2	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C3	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C4	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C5	27°15'46"	50.00	236.62	S 27°15'46" E	236.62	21.00
C6	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C7	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C8	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C9	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C10	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C11	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C12	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C13	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C14	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C15	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C16	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C17	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C18	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C19	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C20	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C21	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C22	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C23	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C24	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C25	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C26	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C27	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C28	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C29	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C30	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C31	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C32	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C33	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C34	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C35	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C36	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C37	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C38	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C39	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C40	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C41	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C42	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C43	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C44	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C45	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C46	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C47	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C48	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26
C49	15°00'00"	200.00	52.36	S 20°00'00" E	52.36	37.26

CITY OF MURFREESBORO  
 MAP 69, PAGE 69



036350



OWNER/DEVELOPER:  
 NORTHSPRING, L.P.  
 MURFREESBORO, TN 37133-4109

DEED REFERENCE:  
 DEED BOOK 576, PAGE 747, R.D.B.C., TN.  
 TAX MAP 81, PARCEL 1

42 LOTS ON 21.78 ACRES  
 AREA IN LOTS: 18.10 ACRES  
 AREA IN R/W: 1.68 ACRES  
 MILES NEW ROAD: 0.31

1	3812 AC.
2	3812 AC.
3	3812 AC.
4	3812 AC.
5	3812 AC.
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37	3812 AC.
38	3812 AC.
39	3812 AC.
40	3812 AC.
41	3812 AC.
42	3812 AC.

## LEGEND

- EXISTING IRON PIN
- SET IRON PIN
- PROPOSED 5.5' MARKER
- IN ○ PROPOSED STEEL HYDRANT
- UTILITY POLE
- R/W MONUMENT

RECORDING FEE \$2.00  
 STATE TAX \$2.00  
 TOTAL FEE \$4.00  
 RECEIVED \$4.00

## CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON. I ALSO CERTIFY THAT THE MONUMENTS HAVE BEEN, OR WILL BE, PLACED AS SHOWN TO THE SPECIFICATIONS OF THE CITY ENGINEER.

DATE 20-1998

John S. Smith

## CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM (WE) AND THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE THE SAME TO THE PUBLIC USE AS SHOWN HEREON. I ALSO CERTIFY THAT THE MONUMENTS HAVE BEEN, OR WILL BE, PLACED AS SHOWN TO THE SPECIFICATIONS OF THE CITY ENGINEER.

DATE 8-24-98

OWNER/REPRESENTATIVE

DEED BOOK 576, PAGE 747

## CERTIFICATE OF THE APPROVAL OF STREETS AND DRAINAGE

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

DATE 8-24-98

CITY ENGINEER

## CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I HEREBY CERTIFY THAT: (1) THE SEWER LINES AND APPURTENANCES FOR THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION COMMUNITY PUBLIC WATER SYSTEMS DESIGN CRITERIA, OR (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME AND THAT THE LAND SHOWN TO BE SUBDIVIDED HEREON IS WITHIN THE WATER SERVICE JURISDICTION OF MURFREESBORO.

DATE 8-24-98

MURFREESBORO WATER AND SEWER OFFICIAL

## CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I HEREBY CERTIFY THAT: (1) THE SEWER LINES AND APPURTENANCES FOR THE SEWER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION COMMUNITY PUBLIC WATER SYSTEMS DESIGN CRITERIA, OR (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME AND THAT THE LAND SHOWN TO BE SUBDIVIDED HEREON IS WITHIN THE WATER SERVICE JURISDICTION OF MURFREESBORO.

DATE 8-24-98

MURFREESBORO WATER AND SEWER OFFICIAL

## CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO CONFORM WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF MURFREESBORO, TENNESSEE WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MURFREESBORO.

DATE 8-24-98

PLANNING COMMISSION SECRETARY

## CERTIFICATE OF APPROVAL FOR ELECTRIC POWER

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON HAS BEEN APPROVED BY THE MURFREESBORO ELECTRIC DEPARTMENT (MED) FOR ELECTRIC POWER SERVICE, THAT THE SUBDIVISION IS WITHIN THE SERVICE AREA OF MED, AND THAT MED IS ABLE TO PROVIDE ELECTRIC POWER SERVICE TO THE SUBDIVISION SUBJECT TO THE OWNER COMPLYING WITH THE APPLICABLE RULES AND REGULATIONS OF MED. NO ELECTRIC POWER SERVICE WILL BE PROVIDED UNTIL MEET REQUIREMENTS FOR ELECTRIC POWER SERVICE HAVE BEEN MET.

DATE 8-20-98

ELECTRIC POWER SYSTEM OFFICIAL



I hereby certify that this plat has been reviewed and approved for recording by the City Engineer of Murfreesboro, Tennessee.

## FINAL PLAT

**NORTHSPRING SUBDIVISION**  
 SECTION ONE  
 CITY OF MURFREESBORO,  
 13TH CIVIL DISTRICT, RUTHERFORD COUNTY, TENNESSEE

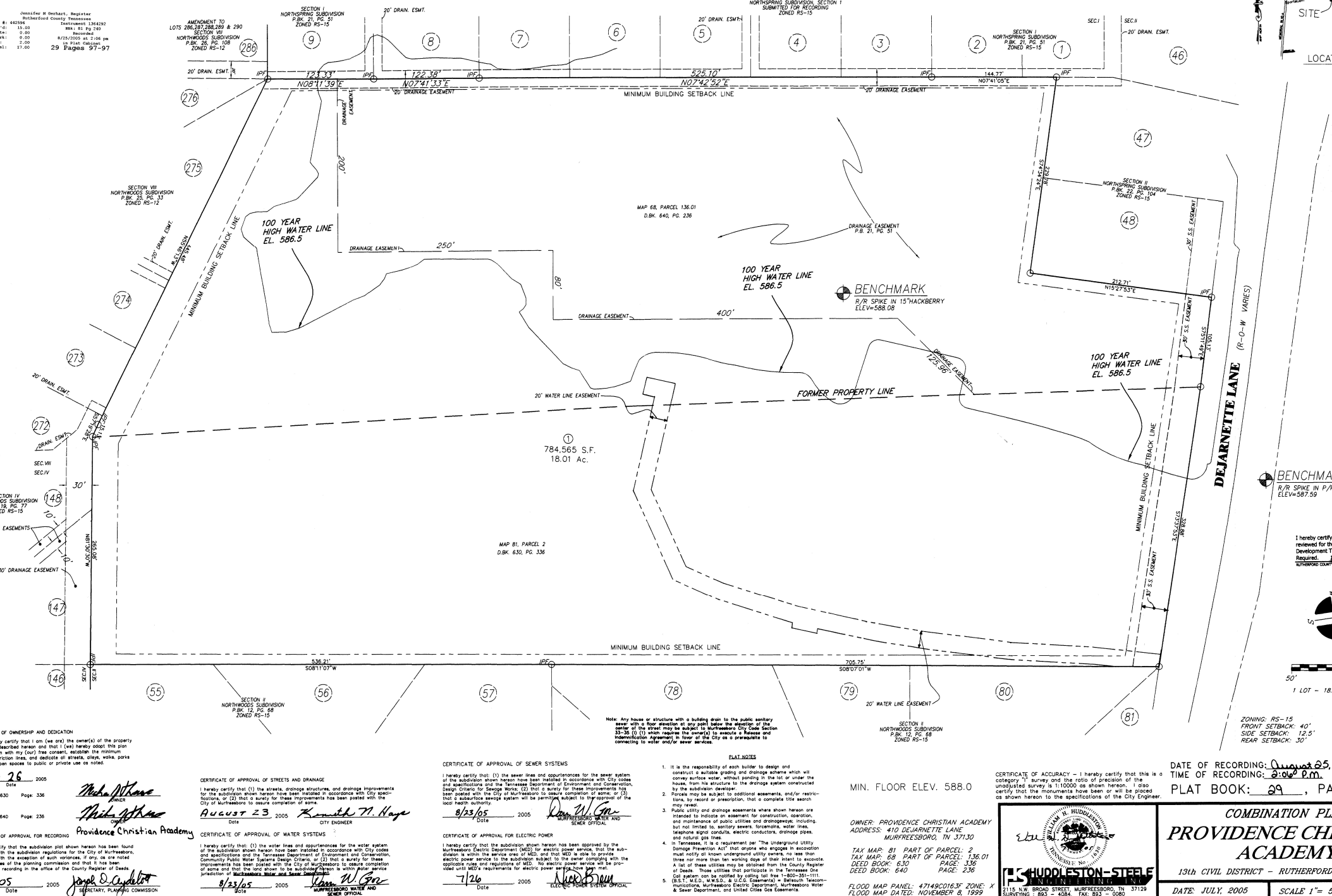
**SEC, Inc. SITE ENGINEERING CONSULTANTS**

ENGINEERING • SURVEYING • LAND PLANNING  
 123 SANSONITE BOULEVARD • MURFREESBORO, TENNESSEE 37129

PHONE (615) 895-7501 FAX (615) 895-2567

PROJ. # 98158 DATE 8-20-98 FILE NORTHSPRING, TN DRAWN BY: HSP/TJR SCALE: 1" = 100' SHEET 1 OF 1

Jonathan W. Huddleston, Registrar  
Rutherford County, Tennessee  
# 442996  
Instrument 1364292  
Date: 8/23/05  
Page: 290  
8/23/2005 at 2:04 pm  
1st Print Generated  
29 Pages 97-97



OF OWNERSHIP AND DEDICATION  
I, the undersigned, do hereby certify that I am (we are) the owner(s) of the property described herein and that I (we) hereby agree to this plat with my (our) free consent, establish the minimum lot area, and dedicate all streets, drives, walks, parks, and easements to public or private use as noted.  
26 2005  
Date  
630 Page 336  
640 Page 336  
OF APPROVAL FOR RECORDING  
I hereby certify that the subdivision shown herein has been found to conform to the provisions of the Tennessee Subdivision Map Act, and that it has been recorded in the office of the County Register of Deeds.  
05 2005  
Date

#### CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE

I hereby certify that (1) the streets, drainage structures, and drainage improvements for the subdivision shown herein have been installed in accordance with City specifications, or (2) that a survey for these improvements has been posted with the City of Murfreesboro to ensure completion of same.

AUGUST 23 2005  
Date

8/23/05  
Date

CITY ENGINEER

#### CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I hereby certify that (1) the water lines and appurtenances for the water system of the subdivision shown herein have been installed in accordance with City codes and specifications and the Tennessee Department of Environment and Conservation, Community Public Water Systems Design Criteria, or (2) that a survey for these improvements has been posted with the City of Murfreesboro to ensure completion of same and that the land shown to be dedicated herein is within the service jurisdiction of Murfreesboro Water and Sewer Department.

8/23/05 2005  
Date

8/23/05 2005  
Date

MURFREESBORO WATER AND SEWER OFFICIAL

#### CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I hereby certify that (1) the sewer lines and appurtenances for the sewer system of the subdivision shown herein have been installed in accordance with City codes and specifications and the Tennessee Department of Environment and Conservation, Design Criteria for Sewage Works, (2) that a survey for these improvements has been posted with the City of Murfreesboro to ensure completion of same, or (3) that a subsurface sewage system will be permitted subject to the approval of the local health authority.

8/23/05 2005  
Date

CITY ENGINEER

#### CERTIFICATE OF APPROVAL FOR ELECTRIC POWER

I hereby certify that the subdivision shown herein has been approved by the Murfreesboro Electric Department (MED) for electric power service, that the subdivision is within the service area of MED, and that MED is able to deliver electric power service to the subdivision subject to the power company's own application rules and regulations of MED. No electric power service will be provided until MED's requirements for electric power service have been met.

7/26 2005  
Date

ELECTRIC POWER SYSTEMS OFFICIAL

#### PLAT NOTES

- It is the responsibility of each builder to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the lot or under the house, from its structure to the drainage system constructed by the subdivision developer.
- Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.
- Public utility and drainage easements where shown herein are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainage; including, but not limited to, sanitary sewers, stormwater, water lines, telephone signal conduits, electric conduits, drainage pipes, and natural gas lines.
- In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners no less than three nor more than ten working days of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Call system can be notified by calling toll free 1-800-351-1111.
- (B.S.T., M.E.D., M.W.S.D., & U.C.C. Easements) - Bateaux Teacommunications, Murfreesboro Electric Department, Murfreesboro Water & Sewer Department, and United Cities Gas Easements.

MIN. FLOOR ELEV. 588.0

OWNER: PROVIDENCE CHRISTIAN ACADEMY  
ADDRESS: 410 DEJARNETTE LANE  
MURFREESBORO, TN 37130

TAX MAP: 68 PART OF PARCEL 2  
DEED BOOK: 630 PAGE: 336  
DEED BOOK: 640 PAGE: 336

FLOOD MAP PANEL: 47149C0163F ZONE: X  
FLOOD MAP DATED: NOVEMBER 8, 1999

CERTIFICATE OF ACCURACY - I hereby certify that this is a category "1" survey and the ratio of precision of the unadjusted survey is 1:10000 as shown herein. I also certify that the monuments have been or will be placed as shown herein to the specifications of the City Engineer.



DATE OF RECORDING: August 25, 2005  
TIME OF RECORDING: 2:04 P.M.  
PLAT BOOK: 29, PAGE 336

COMBINATION PLAT  
PROVIDENCE CHRISTIAN ACADEMY  
13th CIVIL DISTRICT - RUTHERFORD  
DATE: JULY, 2005 SCALE 1" = 50'

I hereby certify that this plat has been reviewed for the Development Tax Required.  
RUTHERFORD COUNTY



# COUNCIL COMMUNICATION

Meeting Date: 04/17/2025

---

**Item Title:** Cintas Citywide Agreement  
**Department:** Street Department  
**Presented by:** Tracy Brown, Assistant Director  
**Requested Council Action:**

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

---

## Summary

Consider agreement with Cintas for five-year pricing for uniform and workplace services.

## Staff Recommendation

Approve the Cintas Citywide Agreement.

## Background Information

The city's current uniform contract is set to expire on May 22, 2025. The change in vendors is necessary due to ongoing service issues with the current provider, including delays and billing inconsistencies. The new vendor is expected to offer improved reliability, better customer service, and enhanced overall performance to meet the city's operational needs.

## Council Priorities Served

*Responsible budgeting*

A long-term citywide contract maximizes the City purchasing power and mitigates increasing costs over several fiscal years.

## Fiscal Impacts

Implementation of the agreement has no direct fiscal requirement. Purchases made upon the contract's terms and conditions will be budgeted at the departmental level.

## Attachments:

Cintas-Omnia Partners Agreement

**ADDENDUM TO UNIFORM AND PRODUCT AGREEMENT BETWEEN  
CINTAS CORPORATION AND  
THE CITY OF MURFREESBORO, TENNESSEE**

This Addendum (herein "Addendum") amends the Agreement between Cintas Corporation No 2 ("Contractor"), a Nevada corporation, and the City of Murfreesboro, Tennessee ("City"), pursuant to the Omnia Nebraska Rental/FS MLA CC # 13897 MPA Agreement # GPO CC #13897 GPO Agreement # 211011196 ("Agreement"), as well as any and all contracts and agreements for work-place uniforms and products that the parties enter following the Effective Date of this Addendum (collectively "Agreements"). In consideration of using Contractor's form agreements, now and in the future, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreements are amended as follows:

- 1. Precedence.** Notwithstanding any other provision in the Agreements, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreements and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control it being acknowledged and agreed to by the parties that this Addendum shall be executed and entered into after execution of the Agreements regardless of what order the Agreements and this Addendum are actually executed. Unless defined herein, capitalized terms in this Addendum shall have the meaning set forth in the Agreement.
- 2. Termination for Convenience.** The Agreement may be terminated by City upon thirty (30) days written notice to Contractor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Contractor pursuant to the schedule outlined in section 10. of the Cintas Agreement dated 2.14.25, the language is which is:
  - If the Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, City shall pay as termination charges equal to 52 weeks of rental service.
  - If the Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, City shall pay as termination charges equal to 26 weeks of rental service.
  - If the Agreement is cancelled for convenience after thirty-six (36) months of service, City shall pay as termination charges of thirteen (13) weeks of rental service.
  - No other language of section 10. of the Cintas Agreement dated 2.14.25 shall be incorporated in this Addendum, nor take precedence over this Addendum (see Addendum Section 1. Priority). Except as otherwise noted above in this Section 2, upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- 3. Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
- 4. Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreements requiring City to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of the Agreements shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.
- 5. Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor other than in connection with any events promoted through or for which tickets are sold through Contractor's services. Additionally, City does not waive any moral right to the use of the name submitted to Contractor.
- 6. Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
- 7. Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.

- 8. Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between City and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
- 9. Non-appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of this Agreement. Furthermore, this provision shall extend to any and all obligations imposed upon City to reimburse Vendor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations to Vendor following the date of termination under this section 9.
- 10. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
- 11. Binding Effect.** These Agreements are the entire agreement between City, (including City's employees and other end users) and Vendor. No employee of City or any other person, without authorization of the City Council can bind City to any contract or agreement and anything contrary contained in the Agreements, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.
- 12. No Liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreements are unenforceable, there is any default or breach by City, for any amount which may become due and the Agreements, or on any obligations under the terms of the Agreements.
- 13. Parties to Receive Notice:** Any notices contemplated by the Agreement to City shall also be sent via certified United States mail or via overnight delivery addressed to:

City of Murfreesboro  
ATTN: City Attorney  
111 West Vine Street  
Murfreesboro, TN 37128

- 14. Amendment.** This Addendum and the Agreements shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges.
- 15. Continuing Validity; Survival; Non-Merger.** So long as the parties maintain the Agreements or any subsequent agreement(s), or so long as Contractor provides a product or service to City, the provisions of this Addendum shall continue to be validly effective and enforceable with regard to the Agreements, subsequent agreements, products, and/or services. This Addendum shall survive the completion of or any termination of the Agreements or other document(s) which may accompany the Agreements or be incorporated by reference. Notwithstanding any provision in the Agreements, subsequent agreements, products, and/or services to the contrary, the subsequent execution of any agreement or the provision of a product or service shall not act as a merger against this Addendum, it being the express intent of the parties that this Addendum contains essential terms that shall be incorporated into any such agreement, product, and/or service.
- 16. FRC Warranty:** Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT CINTAS HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CINTAS MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, with the exception of gross negligence or intentional wrongful conduct, Customer releases Cintas from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat.
- 17. No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
- 18. Counterparts.** This Addendum may be executed in one or more counterparts by City and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

**19. Effective Date.** This Addendum is effective as of the last date written below (“Effective Date”).

**Cintas Corporation No 2**

**City of Murfreesboro, Tennessee**

Signed by:  
  
90655531976D488  
**Signature**

**Shane McFarland, Mayor**

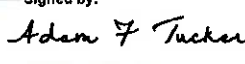
4/9/2025  
**Date**

**Date**

Jaclyn Davis  
**Printed Name**

**Approved as to form:**

Account Manager  
**Title**

Signed by:  
  
43A2035E51E9A01  
**Adam F. Tucker, City Attorney**



# Workplace Solutions Cooperative Acceptance Agreement



Location #: 51

Contract #: 001299

Customer #:

Main Corporate Code → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #

GPO CC #13897 GPO Agreement #211011196

(If locally managed MLA please replace agreement # with current Locally Managed MLA)

Date: 2/14/2025

Customer/Participating Agency: City of Murfreesboro

("Customer")

Phone: 615-893-1223

Address: 1725 South Church St

City: Murfreesboro

State: TN

Zip: 37130

## UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
23273	comfort flex work shirt	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.42	33.29
278	carhartt T-shirt	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.42	18.10
23945	comfort flex pants	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.57	37.79
376	carhartt jacket	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1.65	85.05
294	carhartt FRC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.80	122.70
340	cotton work pants	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.38	49.49

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").					
Standard Name Emblem	\$	ea	Standard Agency Emblem	\$	ea
Custom Agency Emblem	\$	ea	Embroidery	\$	ea
Uniform Advantage	Item:			\$ .05	ea per week
Premium Uniform Advantage	Item:			\$ .05	ea per week
Emblem Advantage	Item:			\$ .03	ea per week
Prep Advantage	Item:			\$ .02	ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).				
Make-Up Charge	\$	per garment			
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium				\$ .0	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.					
Artwork Charge for Logo Mat		\$			
Payment Terms: Net 30					
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ .00 per garment will be assessed for employee's size changed within 4 weeks of installation.				
Other	OMNIA Nebraska Contract number 001299				

## WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
84335	3X5 Mat	W	8	2.30
84435	4X6 Mat	W	12	2.19
84035	3X10 Mat	W	1	3.89
60392	4X6 logo Water-guard	W	2	7.00

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	<input type="checkbox"/>		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	<input type="checkbox"/>		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	<input type="checkbox"/>		

Cintas Representative Initials:

Customer Initials:



**PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.**

**OMNIA PARTICIPATING PUBLIC AGENCIES TERMS**

- Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement #001299 available at <https://www.omniapartners.com/publicsector>.
- Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
  - Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
  - Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
  - Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
  - No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
  - Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
  - Severability:** If any section or provision of this § 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
- Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
- In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

**CINTAS GENERAL SERVICE TERMS SECTION**

- Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
- Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
- Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
- Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
- Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
- Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
- Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
- Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
- Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: 

Customer Initials: \_\_\_\_\_

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
  - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer must select the appropriate response below:  
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:  
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:  
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☒ Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- ☐ No additional terms needed
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 51

Cintas Representative Signature:  
Title: Account Manager

Accepted-GM:

Cintas Enterprise Account: ☒ Yes ☐ No

Cintas Enterprise Partner Name: Jaclyn Davis

Cintas Representative Initials:

Signed by:

Jaclyn Davis  
90B53531976D486

Customer Signature:

Print Name: Shane McFarland

Print Title: Mayor

Email:

Customer Contact:

Customer Contact Email:

Customer Initials:

Signed by:

APPROVED AS TO FORM  
Adam F. Tucker  
Adam F. Tucker Attorney



# Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? City of Murfreesboro

Do you have other sites/locations within your company that are set up for billing with Cintas? ☒ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☒ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

**PAYER INFORMATION:** This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: accountspayable@murfreesborotn.gov for all accounts except Water which is APMWRD@murfreesborotn.gov

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City:

ST/PROV:

ZIP/PC:

*We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.*

**BILL-TO INFORMATION:** This section covers where the bill will be mailed/sent to.

☐ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address:

City:

ST/PROV:

ZIP/PC:

## WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☐ YES ☐ NO If yes, please provide PO#

Will the same PO need to appear on each invoice? ☐ YES ☐ NO Is there an expiration date?

**PAYMENT TERMS:** Net 30 Standard

## PAYMENT OPTIONS


☒ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials:  Customer Initials: \_\_\_\_\_

[illegible]

## Continued from page 1

[illegible]

Additional sites added at a later date will be required to sign the attached Exhibit A with a minimum term of 36 months.

**Cintas Representative Initials:**

**Customer Initials:**

## LOCATION LISTING

Murfreesboro Water Resources - O&M  
1725 South Church St.  
Murfreesboro TN 37130

Murfreesboro Water Resources - AMI  
1725 South Church St.  
Murfreesboro TN 37130

Murfreesboro Water Resources & Customer Service (not sure if they will  
participate in the contract yet or not)  
316 Robert Rose Dr.  
Murfreesboro TN 37129

Street Department  
620 W. Main St.  
Murfreesboro TN 37130

Solid Waste Department  
4765 Florence Rd.  
Murfreesboro TN 37129

Fleet Department  
4753 Florence Rd.  
Murfreesboro TN 37120

City Hall  
111 W Vine St  
Murfreesboro, TN 37130

Cintas Representative Initials:

Initial  


Customer Initials: \_\_\_\_\_

# COUNCIL COMMUNICATION

Meeting Date: 04/17/2025

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**Item Title:** Purchase of Broce RCT-50 Broom with accessories

**Department:** Street Department

**Presented by:** Tracy Brown, Assistant Director

**Requested Council Action:**

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

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**Summary**

Consider the purchase of a Broce RCT-50 Broom with accessories.

**Staff Recommendation**

Approve the purchase of a Broce RCT-50 Broom with accessories.

**Background Information**

The road construction broom will assist the Storm Water crew by removing debris such as dirt, dust, gravel, and construction materials from roadways during and after construction projects. The broom will help maintain a clean and safe work zone, improve visibility for drivers, and prevent debris from entering storm drains.

**Council Priorities Served**

*Responsible budgeting*

Maintaining current roadways and drainage systems at the highest-level permit maximum utilization of these infrastructures.

**Fiscal Impacts**

This expense, or \$77,324, is a budgeted item and will be paid from the FY25 Stormwater Fund.

**Attachments:**

1. Contract with Power Equipment Company



**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
POWER EQUIPMENT COMPANY  
FOR PURCHASE OF BROCE RCT-50 BROOM  
WITH ACCESSORIES AS LISTED**

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 **POWER EQUIPMENT COMPANY**, a corporation of the State of Tennessee and authorized dealer of Broce products and equipment ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *State of Tennessee's Contract 225/73120 with Power Equipment Company, hereinafter "State Contract"*
- *Price Quote from Power Equipment Company dated March 13, 2025, for a Broce RCT-350 Broom with Accessories as Listed, hereinafter "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*
- *Fourth, Contractor's Quote*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: **One (1) Broce RCT-350 Broom with Accessories as Listed** and as set forth in the State Contract and Contractor's Quote.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the State Contract on November 14, 2026. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
  - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

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

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote for **One (1) Broce RCT-350 Broom with Accessories as Listed, including freight and delivery, for a Total Purchase Price of Seventy-Seven Thousand, Three Hundred Twenty Four Dollars (\$77,324.00)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov).
  - b. Deliveries and pick-up of all items for the Street Department shall be made within 30 days of issuance of Purchase Order to Attn: Tracy Brown – Street Department – 620 W. Main Street, Murfreesboro, TN 37130. Contact Person Tracy Brown (tel. 615-893-4380; email: [tbrown@murfreesborotn.gov](mailto:tbrown@murfreesborotn.gov)) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
  - c. Deliveries of all items shall be made as stated in the Contract documents. 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.
4. **Warranty.** Unless otherwise specified, every item quoted shall meet the warranty requirements set forth in the specifications of the State Contract 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:

<i>If to the City of Murfreesboro:</i> City of Murfreesboro Attn: City Manager 111 West Vine Street Murfreesboro, TN 37130	<i>If to the Contractor:</i> Jeff Walker Power Equipment Co. 390 Waldron Rd. LaVergne, TN 37086 <a href="mailto:Jeff.Walker@bramco.com">Jeff.Walker@bramco.com</a>
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7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

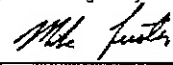
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor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

**POWER EQUIPMENT COMPANY**

By:  \_\_\_\_\_  
Mike Luster, Vice President/Regional Sales Manager

APPROVED AS TO FORM:

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



March 13, 2025

City of Murfreesboro Street Department  
Attn: Jeremy Barrett

	List Price
<b>1-New Broce RCT-350 Broom</b>	
With Cummins 74HP Diesel Engine	\$69,525
Heater & Defrost System	\$870
Cab with Front Wiper	\$6,625
Air Conditioner	\$4,190
8ft Poly Brush	\$275
Turbo II Precleaner	\$375
150 Gallon Water System	\$1,715
Amber Strobe Light	\$525
Light Group, Turn Signals, Headlamps	\$1,160
LED Work Lights-Front & Rear	\$255
West Coast Mirrors	\$175
Windshield Washer	\$225
 Total List Price	 \$85,915
Less 10% State of Tennessee Discount	(\$8,591)
Total Price FOB City of Murfreesboro	\$77,324

Thank you for the opportunity to quote on your equipment needs. Please call me with any questions.

Jeff Walker  
Territory Manager  
Power Equipment Company  
390 Waldron Road  
LaVergne, TN 37086  
Mobile (615) 406-4710  
Jeff\_Walker@Bramco.com

## **COUNCIL COMMUNICATION**

**Meeting Date: 4/17/2025**

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**Item Title:** Asphalt and Concrete Purchase Report

**Department:** Street

**Presented by:** Tracy Brown – Assistant Director, Street

**Requested Council Action:**

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

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**Summary**

Asphalt and concrete purchases report.

**Background Information**

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

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

**Council Priorities Served**

*Responsible budgeting*

Proper procurement ensures the best cost savings to the Department and our customers.

**Fiscal Impacts**

Asphalt purchases, \$120,000, and concrete purchases, \$60,000, are funded by the Department's FY25 Budget.

**Attachments**

Asphalt and Concrete Purchases Report



**FY25 STREET DEPARTMENT ASPHALT PURCHASES**

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/26/2024	Hawkins	411D 64-22	\$ 87.90	3.80	\$ 334.02	\$ 334.02
8/14/2024	Hawkins	411E	\$ 90.97	9.10	\$ 827.83	\$ 1,161.85
12/12/2024	Hawkins	411E	\$ 85.97	9.97	\$ 857.12	\$ 2,018.97
12/19/2024	Hawkins	411E	\$ 85.97	5.44	\$ 467.68	\$ 2,486.64

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/1/2024	Vulcan	307BM PG 64-22	\$ 76.00	9.69	\$ 736.44	\$ 736.44
8/14/2024	Vulcan	307BM PG 64-22	\$ 76.00	4.32	\$ 328.32	\$ 1,064.76
8/28/2024	Vulcan	411E PG 64-22	\$ 87.50	5.31	\$ 464.63	\$ 1,529.39
8/29/2024	Vulcan	411E PG 64-22	\$ 87.50	6.40	\$ 560.00	\$ 2,089.39
9/6/2024	Vulcan	411E PG 64-22	\$ 87.50	4.29	\$ 375.38	\$ 2,464.77
10/4/2024	Vulcan	411E PG 64-22	\$ 84.70	12.32	\$ 1,043.50	\$ 3,508.27
10/31/2024	Vulcan	307BM PG 64-22	\$ 73.90	10.28	\$ 759.69	\$ 4,267.96
10/31/2024	Vulcan	411E PG 64-22	\$ 134.45	1.26	\$ 169.41	\$ 4,437.37
10/31/2024	Vulcan	411E PG 64-22	\$ 140.00	1.21	\$ 169.40	\$ 4,606.77
10/31/2024	Vulcan	411E PG 64-22	\$ 152.61	1.11	\$ 169.40	\$ 4,776.17
10/29/2024	Vulcan	411E PG 64-22	\$ 84.70	8.31	\$ 703.86	\$ 5,480.02
10/29/2024	Vulcan	411E PG 64-22	\$ 84.70	4.17	\$ 353.20	\$ 5,833.22
10/29/2024	Vulcan	411E PG 64-22	\$ 84.70	3.24	\$ 274.43	\$ 6,107.65
11/4/2024	Vulcan	411E PG 64-22	\$ 84.27	5.27	\$ 444.10	\$ 6,551.75
11/5/2024	Vulcan	411E PG 64-22	\$ 84.27	14.11	\$ 1,189.05	\$ 7,740.80
11/15/2024	Vulcan	411E PG 64-22	\$ 84.27	4.40	\$ 370.79	\$ 8,111.59
11/15/2024	Vulcan	411E PG 64-22	\$ 84.27	2.42	\$ 203.93	\$ 8,315.52
11/21/2024	Vulcan	411E PG 64-22	\$ 84.27	3.43	\$ 289.05	\$ 8,604.57
12/16/2024	Vulcan	411E PG 64-22	\$ 85.58	4.12	\$ 352.59	\$ 8,957.16
1/17/2025	Vulcan	411E PG 64-22	\$ 88.67	20.61	\$ 1,827.49	\$ 10,784.65
2/13/2025	Vulcan	411E PG 64-22	\$ 88.84	21.90	\$ 1,945.60	\$ 12,730.24
2/14/2025	Vulcan	307BM PG 64-22	\$ 78.26	15.84	\$ 1,239.64	\$ 13,969.88
2/24/2025	Vulcan	411E PG 64-22	\$ 88.84	18.07	\$ 1,605.34	\$ 15,575.22
2/26/2025	Vulcan	411E PG 64-22	\$ 88.84	10.11	\$ 898.17	\$ 16,473.39
2/26/2025	Vulcan	411E PG 64-22	\$ 88.84	16.29	\$ 1,447.20	\$ 17,920.60
2/27/2025	Vulcan	411E PG 64-22	\$ 88.84	16.22	\$ 1,440.98	\$ 19,361.58
2/27/2025	Vulcan	411E PG 64-22	\$ 88.84	10.14	\$ 900.84	\$ 20,262.42
2/28/2025	Vulcan	411E PG 64-22	\$ 88.84	6.09	\$ 541.04	\$ 20,803.45
2/28/2025	Vulcan	411E PG 64-22	\$ 88.84	14.18	\$ 1,259.75	\$ 22,063.21
3/3/2025	Vulcan	411E PG 64-22	\$ 88.84	16.09	\$ 1,429.44	\$ 23,492.64
3/4/2025	Vulcan	411E PG 64-22	\$ 89.19	10.44	\$ 931.14	\$ 24,423.79
3/7/2025	Vulcan	411E PG 64-22	\$ 89.19	6.13	\$ 546.73	\$ 24,970.52
3/10/2025	Vulcan	411E PG 64-22	\$ 87.19	10.30	\$ 898.06	\$ 25,868.58
3/11/2025	Vulcan	411E PG 64-22	\$ 87.19	15.08	\$ 1,314.83	\$ 27,183.40
3/12/2025	Vulcan	411E PG 64-22	\$ 87.19	10.76	\$ 938.16	\$ 28,121.57
3/13/2025	Vulcan	307BM PG 64-22	\$ 76.51	14.57	\$ 1,114.75	\$ 29,236.32
3/14/2025	Vulcan	411E PG 64-22	\$ 87.19	13.40	\$ 1,168.35	\$ 30,404.66
3/19/2025	Vulcan	411E PG 64-22	\$ 87.19	2.07	\$ 180.48	\$ 30,585.15
3/19/2025	Vulcan	411E PG 64-22	\$ 87.18	2.19	\$ 190.92	\$ 30,776.07
3/19/2025	Vulcan	411E PG 64-22	\$ 174.37	1.00	\$ 174.37	\$ 30,950.44
3/19/2025	Vulcan	411E PG 64-22	\$ 147.77	1.18	\$ 174.37	\$ 31,124.81
3/19/2025	Vulcan	411E PG 64-22	\$ 87.19	5.11	\$ 445.54	\$ 31,570.35
3/19/2025	Vulcan	411E PG 64-22	\$ 87.19	5.55	\$ 483.90	\$ 32,054.25
3/19/2025	Vulcan	411E PG 64-22	\$ 87.19	15.06	\$ 1,313.08	\$ 33,367.34
3/20/2025	Vulcan	411E PG 64-22	\$ 145.30	1.20	\$ 174.36	\$ 33,541.70
3/20/2025	Vulcan	411E PG 64-22	\$ 151.62	1.15	\$ 174.36	\$ 33,716.06
3/20/2025	Vulcan	411E PG 64-22	\$ 144.11	1.21	\$ 174.37	\$ 33,890.43
3/20/2025	Vulcan	411E PG 64-22	\$ 121.09	1.44	\$ 174.37	\$ 34,064.80
3/20/2025	Vulcan	411E PG 64-22	\$ 87.18	6.29	\$ 548.36	\$ 34,613.16
3/20/2025	Vulcan	411E PG 64-22	\$ 87.19	2.19	\$ 190.95	\$ 34,804.11
3/20/2025	Vulcan	411E PG 64-22	\$ 87.18	8.39	\$ 731.44	\$ 35,535.55
3/20/2025	Vulcan	411E PG 64-22	\$ 164.50	1.06	\$ 174.37	\$ 35,709.92
3/20/2025	Vulcan	411E PG 64-22	\$ 87.19	13.00	\$ 1,133.47	\$ 36,843.39
3/21/2025	Vulcan	411E PG 64-22	\$ 89.19	8.11	\$ 723.33	\$ 37,566.72
3/21/2025	Vulcan	411E PG 64-22	\$ 87.19	8.08	\$ 704.50	\$ 38,271.22
3/21/2025	Vulcan	411E PG 64-22	\$ 87.19	16.22	\$ 1,414.22	\$ 39,685.44

# FY 25 STREET DEPARTMENT ASPHALT PURCHASES

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/2/2024	Wiregrass Construction	Commercial 411-E	\$ 94.98	13.00	\$ 1,234.74	\$ 1,234.74
7/3/2024	Wiregrass Construction	Commercial 411-E	\$ 95.02	12.05	\$ 1,144.99	\$ 2,379.73
7/26/2024	Wiregrass Construction	TDOT 411-D PG 64-22	\$ 113.03	3.41	\$ 385.43	\$ 2,765.16
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	21.43	\$ 1,674.75	\$ 4,439.92
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	21.59	\$ 1,687.26	\$ 6,127.18
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	20.40	\$ 1,594.26	\$ 7,721.44
8/15/2024	Wiregrass Construction	Commercial 411-E	\$ 95.19	3.08	\$ 293.19	\$ 8,014.62
8/16/2024	Wiregrass Construction	Commercial 411-E	\$ 95.19	6.89	\$ 655.86	\$ 8,670.48
8/27/2024	Wiregrass Construction	Commercial 411-E	\$ 95.19	5.88	\$ 559.72	\$ 9,230.20
9/9/2024	Wiregrass Construction	Commercial 411-E	\$ 95.05	6.56	\$ 623.53	\$ 9,853.73
9/10/2024	Wiregrass Construction	Commercial 411-E	\$ 95.05	4.91	\$ 466.70	\$ 10,320.42
9/18/2024	Wiregrass Construction	Commercial 411-E	\$ 95.05	4.30	\$ 408.72	\$ 10,729.14
10/1/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	4.26	\$ 400.23	\$ 11,129.36
10/2/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	4.00	\$ 375.80	\$ 11,505.16
10/3/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	10.11	\$ 949.83	\$ 12,455.00
10/7/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	6.16	\$ 578.73	\$ 13,033.73
10/10/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	4.21	\$ 395.53	\$ 13,429.26
10/14/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	8.31	\$ 780.72	\$ 14,209.98
10/25/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	4.25	\$ 399.29	\$ 14,609.27
10/28/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	5.94	\$ 558.06	\$ 15,167.33
1/28/2025	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 76.35	17.46	\$ 1,333.07	\$ 16,500.41
2/10/2025	Wiregrass Construction	Commercial 411-E	\$ 93.13	2.04	\$ 189.99	\$ 16,690.39
2/25/2025	Wiregrass Construction	Commercial 411-E	\$ 93.13	10.01	\$ 932.23	\$ 17,622.62
3/6/2025	Wiregrass Construction	Commercial 411-E	\$ 93.46	16.39	\$ 1,531.81	\$ 19,154.43
3/25/2025	Wiregrass Construction	Commercial 411-E	\$ 93.46	8.00	\$ 747.68	\$ 19,902.11

# FY 25 STREET DEPARTMENT CONCRETE PURCHASES

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/3/2024	Nashville Ready Mix	Flowable Fill TDOT	\$ 126.00	2.00		\$ 252.00	\$ 252.00
7/8/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2.00		\$ 276.00	\$ 528.00
7/9/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	4.00		\$ 552.00	\$ 1,080.00
		Min Load Charge	\$ 75.00	1.00		\$ 75.00	\$ 1,155.00
		Fuel Surcharge	\$ 50.00	1.00		\$ 50.00	\$ 1,205.00
		Retarder 2%	\$ 8.00	4.00		\$ 32.00	\$ 1,237.00
7/10/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2.00		\$ 276.00	\$ 1,513.00
7/11/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	1.50		\$ 207.00	\$ 1,720.00
7/12/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 1,996.00
7/15/2024	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 2,203.00
7/16/2024	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 2,341.00
7/17/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 2,548.00
7/18/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	2.50		\$ 345.00	\$ 2,893.00
7/25/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 3,100.00
7/26/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 3,238.00
7/29/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 3,376.00
8/2/2024	Nashville Ready Mix	4451 CF5 4000 PSI Chips AE	\$ 140.00	2.00		\$ 280.00	\$ 3,656.00
		Fiber 2 Full Fibers	\$ 5.00	2.00		\$ 10.00	\$ 3,666.00
8/5/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 3,804.00
8/5/2024	Nashville Ready Mix	3375LF5 3000 PSI AE	\$ 135.00	1.00		\$ 135.00	\$ 3,939.00
8/6/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 4,215.00
8/7/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 4,491.00
8/8/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 4,629.00
8/8/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 4,905.00
8/13/2024	Nashville Ready Mix	Flowable Fill TDOT	\$ 126.00	10.00		\$ 1,260.00	\$ 6,165.00
		Fuel Surcharge	\$ 50.00	1.00		\$ 50.00	\$ 6,215.00
8/13/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.50		\$ 345.00	\$ 6,560.00
8/15/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 6,698.00
8/26/2024	Nashville Ready Mix	3500 CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 6,905.00
8/27/2024	Nashville Ready Mix	3500 CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 7,043.00
		Fiber 1 half fibers	\$ 3.00	1.00		\$ 3.00	\$ 7,046.00
8/30/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 7,322.00
		Retarder 2%	\$ 8.00	2.00		\$ 16.00	\$ 7,338.00
		Fiber 2 Full Fibers	\$ 5.00	2.00		\$ 10.00	\$ 7,348.00
9/3/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.50		\$ 345.00	\$ 7,693.00
9/4/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	3.00		\$ 414.00	\$ 8,107.00
9/5/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 8,314.00
9/6/2024	Nashville Ready Mix	3500LF5 PSI AE	\$ 137.00	2.00		\$ 274.00	\$ 8,588.00
		Fiber 2 Full Fibers	\$ 5.00	2.00		\$ 10.00	\$ 8,598.00
9/9/2024	Nashville Ready Mix	5555CF5	\$ 147.00	1.50		\$ 220.50	\$ 8,818.50
		Half-Fibers .50lb dose	\$ 3.00	1.50		\$ 4.50	\$ 8,823.00
9/11/2024	Nashville Ready Mix	3413CF5	\$ 138.00	1.00		\$ 138.00	\$ 8,961.00
9/13/2024	Nashville Ready Mix	3413CF5	\$ 138.00	1.00		\$ 138.00	\$ 9,099.00
9/16/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.00		\$ 276.00	\$ 9,375.00
9/17/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.00		\$ 276.00	\$ 9,651.00
9/19/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 9,858.00
9/20/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.00		\$ 138.00	\$ 9,996.00
9/26/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 10,203.00
10/8/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 10,410.00
10/9/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.00		\$ 138.00	\$ 10,548.00
10/11/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 10,755.00
10/15/2024	Nashville Ready Mix	3500 CF5	\$ 138.00	1.50		\$ 207.00	\$ 10,962.00
10/16/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 11,169.00
10/17/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.00		\$ 138.00	\$ 11,307.00
10/18/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 11,514.00
10/21/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 11,859.00
10/22/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.00		\$ 276.00	\$ 12,135.00
10/23/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 12,480.00
10/24/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 12,825.00
10/25/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.00		\$ 138.00	\$ 12,963.00
11/8/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 13,308.00
		ACCEL2 Non-Chloride	\$ 14.00	2.50		\$ 35.00	\$ 13,343.00

# FY 25 STREET DEPARTMENT CONCRETE PURCHASES

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
11/12/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 13,688.00
11/13/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.00		\$ 138.00	\$ 13,826.00
11/14/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 14,033.00
11/27/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$ 207.00	\$ 14,240.00
12/9/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 14,585.00
12/11/2024	Nashville Ready Mix	3413CF5	\$ 138.00	2.50		\$ 345.00	\$ 14,930.00
		ACCEL2 Non-Chloride	\$ 14.00	2.50		\$ 35.00	\$ 14,965.00
12/20/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 15,310.00
		ACCEL2 Non-Chloride	\$ 14.00	2.50		\$ 35.00	\$ 15,345.00
		Fiber2 Full Fibers	\$ 5.00	2.50		\$ 12.50	\$ 15,357.50
12/23/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	3.00		\$ 414.00	\$ 15,771.50
		ACCEL2 Non-Chloride	\$ 14.00	3.00		\$ 42.00	\$ 15,813.50
		Hot Water	\$ 4.00	3.00		\$ 12.00	\$ 15,825.50
12/30/2024	Nashville Ready Mix	CRB40CF5	\$ 155.00	2.00		\$ 310.00	\$ 16,135.50
1/15/2025	Nashville Ready Mix	3413 CF5	\$ 138.00	2.00		\$ 276.00	\$ 16,411.50
		ACCEL2 Non-Chloride	\$ 14.00	2.00		\$ 28.00	\$ 16,439.50
		Hot Water	\$ 3.00	2.00		\$ 6.00	\$ 16,445.50
1/16/2025	Nashville Ready Mix	3413 CF5	\$ 138.00	2.50		\$ 345.00	\$ 16,790.50
		ACCEL2 Non-Chloride	\$ 14.00	2.50		\$ 35.00	\$ 16,825.50
		Hot Water	\$ 3.00	2.50		\$ 7.50	\$ 16,833.00
1/27/2025	Nashville Ready Mix	3413 CF5	\$ 143.00	2.00		\$ 286.00	\$ 17,119.00
1/28/2025	Nashville Ready Mix	3413 CF5	\$ 143.00	1.00		\$ 143.00	\$ 17,262.00
		ACCEL2 Non-Chloride	\$ 14.00	1.00		\$ 14.00	\$ 17,276.00
2/3/2025	Nashville Ready Mix	Flowable Fill TDOT	\$ 131.00	5.50		\$ 720.50	\$ 17,996.50
2/10/2025	Nashville Ready Mix	3413 CF5	\$ 143.00	1.00		\$ 143.00	\$ 18,139.50
		ACCEL2 Non-Chloride	\$ 14.00	1.00		\$ 14.00	\$ 18,153.50
3/24/2025	Nashville Ready Mix	4000 PSI Curb & Gutter	\$ 150.00	1.50		\$ 225.00	\$ 18,378.50

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/5/2024	Orgain Ready Mix	3000 PSI 1/2" AGG	\$ 139.00	1		\$ 139.00	\$ 139.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
11/18/2024	Smyrna Ready Mix	3000 PSI Start Chips	\$ 144.00	1.50		\$ 216.00	\$ 216.00
11/27/2024	Smyrna Ready Mix	5000 PSI Strt Concrete	\$ 155.00	5.00		\$ 775.00	\$ 991.00
		Environmental/Fuel	\$ 40.00	1.00		\$ 40.00	\$ 1,031.00
		Residential Fibers	\$ 3.00	5.00		\$ 15.00	\$ 1,046.00
		System Short Load	\$ 100.00	1.00		\$ 100.00	\$ 1,146.00

# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

**Item Title:** SRWTP Chemical Contract Extensions

**Department:** Water Resources

**Presented by:** Valerie Smith

**Requested Council Action:**

Ordinance ☐  
Resolution ☐  
Motion ☒  
Direction ☐  
Information ☐

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## Summary

Consider chemical contract extensions for the chemicals used at the Stones River Water Treatment Plant for FY26.

## Staff Recommendation

Approve the chemical contract extensions. The Water Resources Board approved this matter on March 25, 2025.

## Background Information

The table below has the name of each supplier, the chemical they supply, the cost per pound for the chemical and the estimated annual cost based upon previous usage. This information is used for the FY26 chemical expense budget at Stones River Water Treatment Plant. The vendors have agreed to extend contract pricing into FY26.

Company Name	Chemical	Unit Price	Estimated Annual Expense
Brenntag Mid-South, Inc	Sodium Carbonate	\$0.3100/lb	\$14,000
Brenntag Mid-South, Inc.	Sodium Chloride	\$0.2100/lb	\$115,000
Brenntag Mid-South, Inc	Sodium Hydroxide	\$0.2050/lb	\$6,000
Hawkins, Inc	Phosphate	\$1.3250/lb	\$180,000
Hawkins, Inc	Sodium Permanganate	\$1.1900/lb	\$375,000
Southeastern Tank, Inc	Calcium Thiosulfate	\$0.5049/lb	\$3,000
Southeastern Tank, Inc	Hydrogen Peroxide 25%	\$0.4400/lb	\$55,000
Univar Solutions USA, Inc	Citric Acid	\$1.2000/lb	\$32,000
Univar Solutions USA, Inc	Fluorosilicic Acid	\$0.2600/lb	\$24,000

The table below has the name of each supplier, the chemical they supply, cost per pound for the chemicals last year, chemical cost adjustments for the coming fiscal year, and the estimated annual cost based upon previous usage. Three vendors have asked for price adjustments. Chemtrade and Polydyne asked for a price increase due to the increase in raw materials (aluminum). Carmuse Lime and Stone asked for price adjustment which increased their price per pound. MWRD has reviewed the justification and recommends that these price changes be granted.

<b>Company Name</b>	<b>Chemical</b>	<b>Old Unit Price</b>	<b>New Unit Price</b>	<b>Estimated Annual Expense</b>
Chemtrade Chemicals US, LLC	Polyaluminum Hydroxychloride	\$0.39450/lb	\$0.44000/lb	\$75,000
Polydyne, Inc	Polyelectrolyte Coagulant Aid	\$1.27000/lb	\$1.30810/lb	\$100,000
Carmeuse Lime and Stone, Inc	Lime	\$0.20596/lb	\$0.22079/lb	\$570,000

### **Council Priorities Served**

#### *Responsible Budgeting*

Chemical commodity contracts mitigate pricing fluctuations and allow for reasonable budgeting of costs.

### **Fiscal Impact**

The price of the chemicals will be reflected in the FY26 Operating Budget. The contract price will be good through June 30, 2026.

### **Attachments**

SRWTP Chemical Contract Extensions

**SECOND AMENDMENT TO THE CONTRACT  
BETWEEN  
THE CITY OF MURFREESBORO AND  
BRENNTAG MID-SOUTH, INC.**

This Second Amendment ("Second Amendment") to the Contract, entered into June 16, 2023 ("Contract"), is effective as of this day \_\_\_\_\_, 2025, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Brenntag Mid-South, Inc., a corporation of the State of Kentucky authorized to do business in Tennessee ("Contractor").

**RECITALS**

WHEREAS, on June 16, 2023 the City entered into the Contract with Contractor for the purchase of Chemicals for the City's Water Resources Department, specifically Sodium Carbonate (Soda Ash) \$0.31/lb; Sodium Chloride \$0.21/lb; and Sodium Hydroxide \$0.205/lb; and,

WHEREAS, the City and the Contractor entered into a First Amendment on April 5, 2024, to modify and extend the term of the Contract to run from June 16, 2024 to June 30, 2025; and

WHEREAS, the City may extend the Contract term pursuant to Section 2 of the Contract; and

WHEREAS, pursuant to Section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract pursuant to the terms stated herein;

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on July 1, 2025 and end on June 30, 2026.

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

**Approved as to form:**

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

**BRENNTAG MID-SOUTH, INC.**

Signed by:  
\_\_\_\_\_  
Ray Sibbitt, Director of Mini Bulk/Municipal Development



**SECOND AMENDMENT  
TO THE CONTRACT BETWEEN  
THE CITY OF MURFREESBORO  
AND  
HAWKINS INC.**

This Second Amendment ("Second Amendment") to the Contract, entered into July 13, 2023 ("Contract"), is effective as of this day \_\_\_\_\_, 2025, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Hawkins Inc., a corporation of the State of Minnesota and authorized to do business in Tennessee ("Contractor").

**RECITALS**

WHEREAS, on July 13, 2023 the City entered into the Contract with Contractor for the purchase of Chemicals for the City's Water Resources Department, specifically Phosphate 70/30 Carus 8600 \$1.325/lb, and Sodium Permanganate Carus \$1.19/lb; and,

WHEREAS, the City and the Contractor entered into a First Amendment on April 5, 2024, to modify and extend the term of the Contract to run from July 13, 2024 to June 30, 2025; and,

WHEREAS, the City may extend the Contract term pursuant to Section 2 of the Contract; and

WHEREAS, pursuant to Section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein;

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on July 1, 2025 and end on June 30, 2026.

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

**HAWKINS INC.**

Signed by: \_\_\_\_\_  
By: \_\_\_\_\_  
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Douglas Lange, Vice President

**Approved as to form:**

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

**SECOND AMENDMENT  
TO THE CONTRACT BETWEEN  
THE CITY OF MURFREESBORO AND  
SOUTHEASTERN TANK INC.**

This Second Amendment ("Second Amendment") to the Contract, entered into July 13, 2023 ("Contract"), is effective as of this day \_\_\_\_\_, 2025, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Southeastern Tank Inc., d/b/a Solutions by SET, a corporation of the State of Tennessee ("Contractor").

**RECITALS**

WHEREAS, on July 13, 2023 the City entered into the Contract with Contractor for the purchase of Chemicals for the City's Water Resources Department, specifically Calcium Thiosulfate \$0.5049/lb, and Hydrogen Peroxide \$0.4400/lb; and,

WHEREAS, the City and the Contractor entered into a First Amendment on April 5, 2024, to modify and extend the term of the Contract to run from July 13, 2024 to June 30, 2025; and,

WHEREAS, the City may extend the Contract term pursuant to Section 2 of the Contract; and

WHEREAS, pursuant to Section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein;

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on July 1, 2025 and end on June 30, 2026.

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

**SOUTHEASTERN TANK INC.**

DocuSigned by:  
By: Jason McGee  
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Jason McGee, Business Development  
Director

**Approved as to form:**

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

**SECOND AMENDMENT  
TO THE CONTRACT BETWEEN  
THE CITY OF MURFREESBORO  
AND  
UNIVAR SOLUTIONS USA, INC.**

This Second Amendment ("Second Amendment") to the Contract, entered into June 16, 2023 ("Contract"), is effective as of this day\_\_\_\_\_, 2025, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Univar Solutions USA, LLC, a foreign limited liability company of the State of Washington ("Contractor").

**RECITALS**

WHEREAS, on June 16, 2023 the City entered into the Contract with Contractor for the purchase of Chemicals for the City's Water Resources Department, specifically Citric Acid \$1.20/lb, and Fluorosilicic Acid \$0.26/lb; and,

WHEREAS, the City and the Contractor entered into a First Amendment on April 5, 2024, to modify and extend the term of the Contract to run from June 16, 2024 to June 30, 2025; and,

WHEREAS, the City may extend the Contract term pursuant to Section 2 of the Contract; and

WHEREAS, pursuant to Section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein;

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on July 1, 2025 and end on June 30, 2026.

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

**UNIVAR SOLUTIONS USA, INC.**

Signed by:  
By: Shawnasey McCarthy  
Shawnasey McCarthy,  
Municipal Commercial  
Manager

**Approved as to form:**

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

**SECOND AMENDMENT  
TO THE CONTRACT BETWEEN  
THE CITY OF MURFREESBORO  
AND  
CHEMTRADE CHEMICAL US, LLC**

This Second Amendment ("Second Amendment") to the Contract, entered into June 16, 2023 ("Contract"), is effective as of this day \_\_\_\_\_, 2025, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Chemtrade Chemical US, LLC, a limited liability corporation of the State of Delaware authorized to do business in Tennessee ("Contractor").

**RECITALS**

WHEREAS, on June 16, 2023 the City entered into the Contract with Contractor for the purchase of Chemicals for the City's Water Resources Department, specifically Polyaluminum Hydroxychloride \$0.3945/lb; and,

WHEREAS, the City and the Contractor entered into a First Amendment on April 5, 2024, to modify and extend the term of the Contract to run from June 16, 2024 to June 30, 2025; and,

WHEREAS, the City may extend the Contract term pursuant to Section 2 of the Contract; and

WHEREAS, pursuant to Section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein;

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on July 1, 2025 and end on June 30, 2026.

NOW THEREFORE, THE CITY AND CONTRACTOR MUTUALLY AGREE TO MODIFY Section 1.a. of the Contract dated June 16, 2023 as follows:

1. Contractor shall provide and City shall purchase the materials based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-55-2023 – Chemicals for Water Resources." For the annual term to run July 1, 2025 through June 30, 2026, the price of materials purchased by the City pursuant to the Contract shall be based upon the Chemtrade price update notice from Paul Peters, Pricing Manager, dated February 18, 2025.
  - a. Polyaluminum Hydroxychloride (Hyper+Ion 4090) \$0.44/lb

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

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

**CHEMTRADE CHEMICAL US, LLC**

Docusigned by:  
By: Parul Kachhia-Patel  
\_\_\_\_\_  
Parul Kachhia-Patel, Marketing Specialist



February 18, 2025

Mr. Alan Crawford  
Water Treatment Plant Supervisor  
City of Murfreesboro Water Resources  
Murfreesboro, TN

C/O Jackie McKee via Email: [jmckee@murfreesborotn.gov](mailto:jmckee@murfreesborotn.gov)

Subject: Chemtrade Bid Renewal – Hyper+Ion 4090 Bulk

Dear Mr. Crawford,

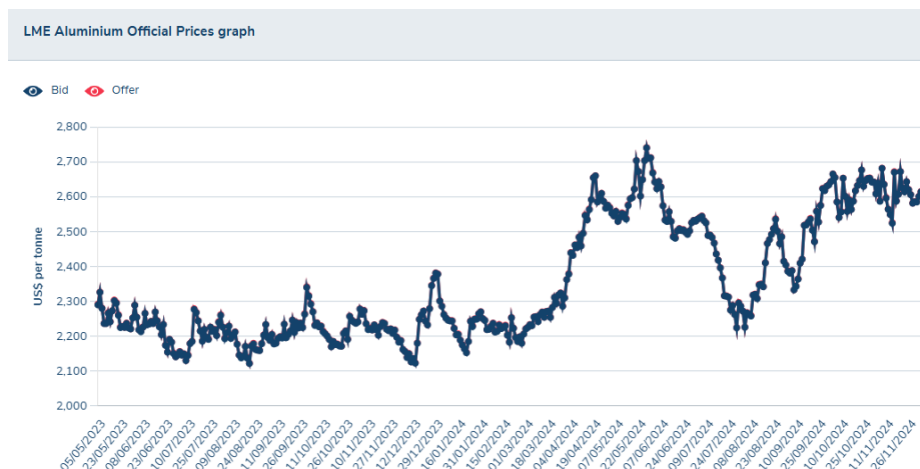
Chemtrade is incredibly grateful for your business and strives to continue providing you with quality product and service.

Costs for raw materials, rail freight and logistics in North America have risen over the past year. The price for Hyper+Ion 4090 has been held firm for the original bid period that began June 2023, and was held flat for the first renewal period beginning June 2025. However, during this time increased costs require a price adjustment consideration.

Most notably, on February 11, 2025, President Trump announced an increase on the tariffs for all imported steel and aluminum. This tariff increase is set to go into place on March 12, 2025. The increase in the tariff on aluminum will significantly increase costs on raw aluminum, which directly increases the cost to make aluminum coagulants such as Hyper+Ion 4090. The attached letter explains this further and is being sent to all Chemtrade customers as to the impact of this tariff.

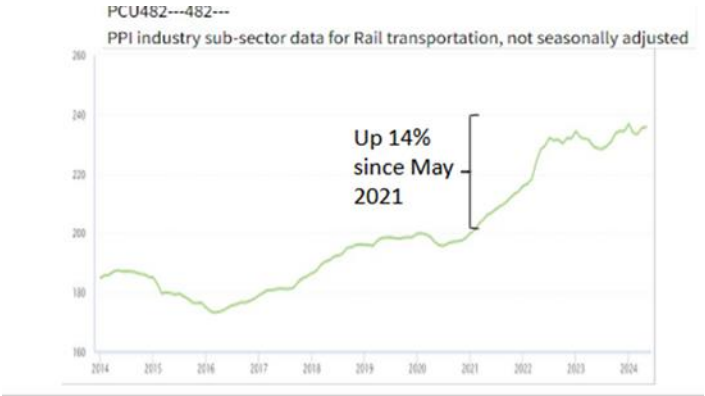
Over the past two years our costs have also increased per below:

**Aluminum Costs:** Raw Aluminum costs (other than the tariff) are up over \$400/Ton. This directly impacts the cost to manufacturer aluminum based products, and specifically ACH. There have also been freight impacts for ocean freight as well as truck freight to deliver the material to our plants. The chart below shows the trend on raw aluminum.



Chemtrade Chemicals US LLC  
90 East Halsey Road, Parsippany, NJ 07054  
T 973-515-0900 F 973-515-3232

Rail Freight has remained high since 2022, which impacts our raw materials that are delivered to our plant. Available railcars and trucks are limited.



**Freight Costs:** Coming into 2025, truck freight has increased 5-10% in almost all regions. Freight contract costs continue to rise annually partly due to carriers’ needs to retain responsible, qualified, and safe drivers, as well as to maintain safe equipment and cover increased insurance costs and fluctuating diesel costs. The shortage of hazmat drivers is a top critical issue according to the American Transportation Research Institute. Contributing factors are an aging workforce, demographics and driver pay.

Despite our efforts to minimize and absorb these costs, adjusting our prices to ensure quality and reliable supply for our customers has become necessary. Chemtrade understands this increase is significant, however these are the actual cost impacts we are facing. This is not limited to Chemtrade, as it affects all manufacturers of aluminum based products, and we have seen market notifications by other manufacturers as well.

Please see below for the adjusted price we are seeking effective February 1, 2025 to help offset our increased costs:

Hyper+lon 4090	2024-25 Price	2025 Price Effective Feb 1, 2025
Full Truckload Deliveries	\$0.3945/ LB	\$0.44/LB

Chemtrade remains committed to offering quality product, value, and service. We appreciate your understanding and support. We look forward to continuing our relationship and business for a long time to come.

Please reach out to John McFarland at [jmcfarland@chemtradelogistics.com](mailto:jmcfarland@chemtradelogistics.com) with any questions regarding this updated price.

Best Regards,

**Paul Peters**  
Pricing Manager  
[ppeters@chemtradelogistics.com](mailto:ppeters@chemtradelogistics.com) | Mobile: 256-318-4452  
[www.chemtradelogistics.com](http://www.chemtradelogistics.com)

**SECOND AMENDMENT  
TO THE CONTRACT  
BETWEEN  
THE CITY OF MURFREESBORO AND  
CARMEUSE LIME & STONE, INC.**

This Second Amendment ("Second Amendment") to the Contract, entered into June 16, 2023 ("Contract"), is effective as of \_\_\_\_\_, 2025 by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Carmeuse Lime & Stone, a corporation of the State of Tennessee ("Contractor").

**RECITALS**

WHEREAS, on June 16, 2023 the City entered into the Contract with Contractor for the purchase of Chemicals for the City's Water Resources Department, specifically Calcium Oxide at a price of \$0.18639 per pound; and,

WHEREAS, the City and the Contractor entered into a First Amendment on April 5, 2024, to modify and extend the term of the Contract to run from June 16, 2024 to June 30, 2025; and,

WHEREAS, the City and the Contractor entered into a First amendment on April 5, 2024, which modified the price to HiCal QL # 10 x 0" bulk \$411.92/ton; and

WHEREAS, the City may extend the Contract term pursuant to Section 2 of the Contract; and

WHEREAS, pursuant to Section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein;

WHEREAS, the parties desire to modify the price of the chemical to be purchased by the City during this annual extension of the Contract:

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on July 1, 2025 and end on June 30, 2026.

NOW THEREFORE, the City and Contractor mutually agree to modify Section 1.a. of the Contract dated June 16, 2023, as follows:

1. Contractor shall provide and City shall purchase the materials based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-55-2023 – Chemicals for Water Resources." For the annual term to run July 1, 2025 through June 30, 2026, the price of materials purchased by the City pursuant to the Contract shall be based upon the price in Price Quote Q-73695-2 dated March 25, 2025.
  - a. HiCal QL # 10 x 0" bulk \$441.58/ton



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**

**Approved as to form:**

Signed by:  
\_\_\_\_\_  
**Adam F. Tucker, City Attorney**

**CARMEUSE LIME & STONE, INC.**

DocuSigned by:  
By: \_\_\_\_\_  
**Jonathan Bright, VP, Finance**



# Quote

<b>Company</b>	TOWN OF MURFREESBORO	<b>Date</b>	3/25/2025
<b>To</b>	Alan Cranford	<b>From</b>	Whitney Kessinger
	acranford@murfreesborotn.gov	<b>Email</b>	whitney.kessinger@carmeuse.com
<b>Tel</b>	+1 (615) 642-3335		
<b>Fax</b>			

**Re: City of Murfreesboro, TN 2025 Quicklime LT**

**Price Quote : Q-73695-2**

**Dear Alan Cranford,**

Thank you for the opportunity to consider Carmeuse as your business partner.  
It is our pleasure to provide you with the following quote offer:

Product	Product Description	Currency	Incoterms
10722	<b>HiCal QL #10 X 0" Bulk</b>  <b>Price Per Unit</b> <b>Product Price</b> : 360.80/TON <b>Fee Price</b> : 3.46/TON <b>Surcharge Price</b> : 14.46/TON <b>Freight Price</b> : 62.86/TON	USD	DDP

- To place an order, please call Customer Service at 1.800.445.3930.

**The following additional information applies:**

- **Validity:** Our prices are valid from 7/1/2025 upon formal approval from your side within 30 days.
- Unloading conditions to be communicated through your care (opening hours, security procedures..)
- **Equipment Ship Type:** Pneumatic Trailer
- **Shipping Cond:** Delivered
- **Payment Terms:** 30 days net due. We insist upon payment in due time of our invoices, this being an essential component of your price-offering.
  - Product pricing is subject to change with 30 days written notice.
  - Freight pricing is subject to change with 30 days written notice.

**[ WE CONTRIBUTE TO A BETTER WORLD ]**

We remain at your disposal for any further information.

## Signatures:

**Sales Representative**  
Whitney Kessinger

**Sales Manager**  
Kevin Luketic

## STANDARD TERMS

- Unless otherwise noted above, the terms of this offer are valid and may be accepted by Buyer for a period of thirty (30) days from the date of this Quotation, unless sooner revoked by Seller within such time.
- Quoted pricing is based on availability of Product at the time of the purchase order is received by Seller from Buyer.
- All taxes are extra. Taxes will be collected until an exemption certificate, if any, is received
- Any quoted freight prices do not include fuel surcharges. Fuel Surcharges (FSC) adjust monthly and can be found at <https://www.carmeuse.com/na-en/products-services/service/logistics-delivering-products-safely>
- Email all purchase orders and tax exempt certificates to [SalesAdminRequests@carmeuse.com](mailto:SalesAdminRequests@carmeuse.com) for review and approval
- Returns are subject to a \$250.00 restocking fee
- Any freight charges where it is necessary for Carmeuse to prepay for shipment will carry an admin fee of 5.5%
- Alabama Severance Tax will be added where applicable
- Spread Charge will be added where applicable
- Harbor Maintenance Fee if applicable is collected by the federal government. This is a 0.125% tax on the value of cargo to specified docks
- The latest SDS can be found at <https://www.carmeuse.com/eu-en/products-services>
- Enclosed are the Terms and Conditions of Sale and Guidelines for Contract Haulers
- IN NO EVENT SHALL CARMEUSE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PRODUCT OR CARMEUSE'S OBLIGATIONS HEREUNDER. All sales are expressly contingent upon this limitation of liability. To the extent any purchase order contains terms or conditions in addition or contrary to such limitation, then such terms or conditions are objected to, null and void, and will not form a part of the parties' contract

## CARMEUSE AMERICAS STANDARD TERMS & CONDITIONS OF SALE

**Orders and Acceptance.** Acceptance of all purchase orders ("Purchase Order(s)") whether oral or written, is based upon the express condition that buyer ("Buyer") agrees to the terms and conditions contained in Seller's Quotation and these Carmeuse Americas Standard Terms and Conditions of Sale (collectively the "Agreement"). All sales transactions are expressly limited to the terms and conditions set forth herein. All terms and conditions (including but not limited to additional and/or different terms and conditions) contained in any of Buyer's Purchase Orders or other documents submitted by Buyer are EXPRESSLY REJECTED. The terms and conditions contained in this Agreement are intended by the parties as a final expression to their agreement with respect to such terms and as a complete and exclusive statement of all terms, unless Carmeuse Lime, Inc., including each of its applicable subsidiaries (collectively "Carmeuse" and each a "Seller") approves such change in terms and conditions explicitly and in writing signed by a corporate officer of Carmeuse. No waiver of these terms and conditions or acceptance of other terms and conditions shall be construed from Seller's failure to object to the same.

**Buyer's Use.** Buyer acknowledges and agrees that Buyer is purchasing the Product from Seller for use at the Buyer operation(s) listed on the Quotation and Buyer shall not use such Product at any other Buyer operation without Seller's written consent. In no event shall Buyer resell or otherwise redistribute the Product unless otherwise expressly agreed to in writing by Seller.

**Quotations and Published Prices.** All Quotations shall automatically expire on the expiration date listed on the Quotation, but in no event later than thirty (30) days after issuance and Seller may withdraw the Quotation by notice to Buyer within that period. Seller, at



its sole option, may extend the validity of written Quotations up to six (6) months. Oral quotations shall expire in thirty (30) days. All quoted prices for Products sold by Seller pursuant to any Purchase Order are F.O.B. stated shipping point, unless otherwise specified in Seller's Quotation. Delivered prices are based on transportation prices available to Seller at time of Quotation and are subject to change. Pricing of aggregate assumes normal residual moisture content, including free moisture in the case of washed materials. Prices shown on published price lists and other literature issued by Seller do not represent unconditional offers to sell and are subject to change without notice.

**Delivery.** All transportation costs and expenses for the delivery of the Products by Seller shall be paid by Buyer. Unless otherwise stated, Seller's quoted prices do not include shipping charges, including but not limited to fuel surcharges and administrative fees. Seller will use reasonable efforts to load Buyer's trucks, rail cars, lake vessels or barges within minimum/maximum load limits, provided that Seller shall not be liable for overweight charges or fines, or minimum charges for light loaded cars or trucks. Buyer shall reimburse Seller for all ancillary or additional charges or fees incurred by Seller related to transportation and delivery of the Products, including but not limited to, demurrage charges, dead freight, charges related to low water, ice break fees, charges for spotting, switching, handling, storage, or other services, and all such additional charges and fees shall be added to Buyer's invoice.

**Payment.** Unless otherwise stated in Seller's Quotation, payment terms are net thirty (30) days from the date of Seller's invoice. No discounts are allowed for early payment. Seller reserves the right to require payment in advance of shipping if the creditworthiness of Buyer is unsatisfactory as determined in Seller's sole discretion. Past due invoices are subject to a monthly service charge at a rate equal to the lesser of 1½ % per month or the maximum rate from time to time permitted by applicable law. Seller may revoke credit approval or alter payment terms at any time or may request reasonable payment security be provided by Buyer. If an invoice is past-due, in addition to other rights and remedies to which Seller is entitled, Seller may suspend delivery of Product until all sums due, or shall become due, have been paid. If there is an adverse change to Buyer's financial condition, Seller may require adequate assurances of performance be provided by Buyer and if Buyer fails to provide such assurances, payment terms shall automatically be modified to a cash advance basis until such assurances are provided, or Seller may terminate future orders subject to the terms of the Quotation. Upon Seller bringing an action at law or equity for collection or repossession of Product, Buyer shall be liable to Seller for all costs incurred for such action, including, but not limited to, reasonable attorneys' fees, prejudgment interest at the maximum rate which the law allows, and post judgment interest at the maximum rate which the law allows. The exercise of any rights hereunder shall not be deemed a waiver by Seller of any other existing rights which Seller may have under applicable laws.

**Weights.** The weight of the Product used for invoicing shall be determined by Seller's certified scales, or if delivered by barge, weight of the Product shall be determined by Seller at its expense via barge draft at the time of loading.

**Forecasts.** Buyer must purchase the amount of Product contained in the Quotation (either the minimum quantity or percent of Buyer's requirements). Buyer shall provide Seller with a forecast of Buyer's requirements for Product by month. In no event will Seller be required to supply Buyer more than the amount of Product contained in Seller's Quotation or any written forecast.

**Taxes.** Seller's prices do not include federal, state, or local taxes, including sales, use, property, import/export, value added, excise or similar tax payments. Seller shall bill as a separate invoice line item all such taxes and Buyer agrees to pay and/or reimburse Seller for any such applicable taxes.

**Order Changes/Cancellation.** Requested changes to Purchase Orders are subject to Seller's written approval. Buyer shall reimburse Seller for all additional costs and expenses related to any such change. Buyer's cancellation of any Purchase Order is subject to Seller's receipt of Buyer's prior written notice not less than thirty (30) days before any Product is shipped. In the event of any whole or partial cancellation of a Purchase Order by Buyer, Buyer shall pay to Seller the reasonable costs and expenses incurred by Seller prior to Seller's receipt of the cancellation notice plus Seller's usual rate of profit for similar Product on the portion of the Purchase Order canceled. All sales are final. Product may not be returned without Seller's prior written consent. If Seller consents to the return of Product hereunder, a cancellation fee shall be charged to Buyer at a rate of ten percent (10%) of the total cost of the Product contained in the Purchase Order.



**Title/Risk of Loss.** Unless otherwise specified on the Quotation, title to and risk of loss of the Product shall pass to Buyer upon Seller's delivery thereof to a carrier or upon Buyer's removal of the Product from Seller's plant or terminal; thereafter risk of loss to the Product shall be borne by Buyer.

**Delivery/Access.** All delivery/performance dates indicated on Seller's documents are approximate and are based upon the prompt receipt of all necessary information from Buyer required for delivery of the Product. Seller will use reasonable efforts to meet the indicated delivery/performance dates but shall not be held responsible for delays caused by carriers. In the event of any delivery delay caused by Buyer, Seller will store and handle all Product ordered at Buyer's risk and will invoice the Buyer for the unpaid portion of the contract price plus storage, insurance, and handling charges on or after the date on which the Products are ready for shipment. Buyer shall provide suitable roadways or approaches to points of delivery. If delivery is requested beyond the curb line, Buyer assumes all liability for damage to sidewalks, driveways or other property. Buyer must arrange in advance with Seller's dispatcher for deliveries of Product at times other than normal working hours which may result in extra charges.

**Security Interest.** Until such time as Seller has received payment in full for all Product shipped, Buyer shall grant to Seller a purchase money security interest in the Product. Buyer will assist Seller in taking necessary action to protect Seller's security interest. All checks or other commercial paper shall be accepted subject to collection, and the foregoing security interest shall remain until such time as funds are actually collected.

**Warranty.** Seller warrants to Buyer that all Product sold by Seller shall conform with Seller's published specifications, attached hereto (if any), when loaded onto the carrier at the point of shipment (the "Specifications"). Within ten (10) days following delivery of any lime Product supplied by Seller, Buyer shall have the right to reject delivery of the lime if such lime failed to comply with the Specifications at the time of loading at the point of shipment by providing written notice to Seller of the non-conformance. Should Seller not receive said notice from Buyer within ten (10) days following Product delivery, the lime Product shall be deemed accepted. Within thirty (30) days following delivery of any limestone or aggregate Product supplied by Seller, Buyer shall have the right to reject delivery of the limestone or aggregate Product if such Product failed to comply with the Specifications at the time of loading at the point of shipment by providing written notice to Seller of the non-conformance. Should Seller not receive said notice from Buyer within thirty (30) days following Product delivery, the limestone/aggregate Product shall be deemed accepted. If any Product sold by Seller fails to meet the Specifications when loaded on the carrier at the point of shipment and Buyer provides notice within the required timeframe, Seller will, at its sole option either: (1) refund the amount paid by Buyer to Seller for the defective Product, or (2) replace any defective Product free of charge. Any claim by Buyer that Seller supplied defective Product is subject to verification by Seller. The foregoing warranty does not apply if the Product has been subject to misuse, mishandling, neglect, (including without limitation improper storage), accident or modification not expressly authorized by Seller. Buyer acknowledges that Product may degrade by improper handling after leaving Seller's facility or terminal, or may contain impurities that render the materials unacceptable for certain applications and that all such Product is excluded from the warranties stated herein. THE PRODUCT IS BEING SOLD ON AN "AS-IS" BASIS AND SELLER DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, AND EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH, SELLER MAKES NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE. This warranty contains Seller's sole liability and Buyer's sole and exclusive remedies related to Product delivery and is expressly in lieu of all other remedies based in law or equity.

**Limitation of Liability/Indemnity.** SELLER SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, EXPENSE OR DAMAGE CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF THE ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES, WHETHER NEGLIGENT OR OTHERWISE. IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER EXCEED THE AMOUNT PAID BY BUYER FOR THE PRODUCT GIVING RISE TO THE CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER SUCH INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Buyer hereby agrees to indemnify, defend and hold Seller harmless from any and all losses, liabilities, claims, demands, damages or expenses, directly or indirectly arising from Buyer's



handling, use, or sale of the Products (whether authorized or unauthorized) or from any cause relating thereto. Any loss, claim, demand, damage or expense by Buyer related to the Product sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Seller in writing within the time period prescribed in the Warranty section above.

**Seller's Premises.** While on Seller's premises, Buyer's employees, invitees, and subcontractors (including subcontractors or carriers used for the purpose of transporting Material) shall be subject to and shall observe such safety and other rules and regulations as Seller may then have in force at such premises. Buyer shall confine its employees, invitees, and subcontractors to that portion of Seller's premises where work is to be performed and to such in-plant roads leading to and from such site as Seller authorizes Buyer to use. Buyer shall assume sole responsibility for the safety of, and shall take all necessary measures and precautions at all times to prevent injury to, its employees, subcontractors' employees and others who enter upon Seller's premises for reasons relating to any Purchase Order. Buyer shall also take all necessary measures and precautions to protect and to avoid damage to or loss of property while on Seller's premises. Compliance with MSHA, OSHA, or any other regulatory agency rules are a condition of entry to Seller property. Buyer shall indemnify, defend, and hold Seller harmless from any and all losses, liabilities, claims, damages, and expenses arising from injury to, or the death of, any person, or damage to or the loss of any property, caused or occasioned by the acts or omissions of Buyer, their employees, invitees, and subcontractors while on or about Seller's premises in connection with any matter relating to the performance of a Purchase Order.

**Excuse of Performance.** Neither party shall be liable for any delay or failure to perform to the extent such performance is prevented, hindered, or delayed by reasons or acts of God, fire, flood, explosion, war, riot, embargo, pandemic, labor disputes, strikes, shortage of utilities, material or labor, delay in transportation, compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities, or the public enemy, or any act or event of any nature reasonably beyond such party's control ("Force Majeure Event"). In such circumstances, Buyer or Seller may cancel the portion of a Purchase Order issued pursuant to this Agreement subject to such delay by giving prompt written notice, provided that such cancellation shall apply only to that portion of the Purchase Order affected by the foregoing circumstances and the balance of the Purchase Order shall continue in full force and effect. Nothing herein contained shall be construed as requiring Seller accede to any demands of labor, or labor unions. If Seller is unable to provide Product because of a Force Majeure Event, then Seller will, at Buyer's option, use reasonable efforts to cause Product to be delivered to Buyer from other facilities within Seller's supply network, provided that Buyer shall pay Seller for all additional costs incurred by Seller for delivering Product from such alternative supply location.

**Performance.** Seller's obligation to perform hereunder is subject to the availability of Products sold hereunder at Seller's plant at the time shipment is required, and, in the event of shortage, Seller shall be obligated to sell and deliver only Buyer's pro rata share of Products available.

**Waiver.** No condoning, excusing or waiver by any party of any default, breach or nonobservance by any other party, at any time or times with respect to any covenants or conditions set forth herein shall operate as a waiver of that party's rights with respect to any continuing or subsequent default, breach or nonobservance, and no waiver shall be inferred from or implied by any failure to exercise any rights by the party having those rights.

**Severability.** Should any provision of these terms and conditions be declared by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby, it being the intent of the parties that they would have executed the remaining portion without including any such part or portion which may for any reason be declared invalid.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding its conflict of laws provisions), including the provisions of the UCC in Pennsylvania. The venue for any proceeding pertaining to any claim under this Agreement shall be in Pittsburgh, Pennsylvania.

**Entire Agreement/Amendment.** Seller and Buyer agree that the terms and conditions set forth herein constitute their complete and exclusive agreement regarding the subject matter of this Agreement and supersede any prior communications, representations or agreements of the parties, whether oral or written and cannot be altered, amended, or modified except in writing executed by an authorized representative of each party.





**Assignability.** Buyer shall not assign any rights or obligations hereunder without Seller's prior written consent. To the extent that assignment is permitted, this Agreement shall inure to the benefit of and be binding upon each party and its permitted successors and assigns.

**Change in Law.** It is expressly agreed that if there is an impact to Seller's costs as a result of pending, changed, amended, or enacted Federal, State or local law, legislation, regulation or order, including but not limited to, those related to, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, CO2 cap and trade law or regulation, water and soil standards, mining tax, or any other law or regulation (collectively a "Change in Law"), the purchase price of the Product shall be adjusted in order to cover the increased costs associated with such Change in Law.

**Breach.** If either party breaches this Agreement, such breach has a material effect on the performance of this Agreement, and such breach continues for a period of thirty (30) days after written notice from the non-breaching party to the breaching party, the non-breaching party may terminate this Agreement. Subject to the terms hereof, the non-breaching party shall have the remedies available to it at law or in equity for such breach.



**SECOND AMENDMENT  
TO THE CONTRACT  
BETWEEN  
THE CITY OF MURFREESBORO  
AND  
POLYDYNE, INC.**

This Second Amendment ("Second Amendment") to the Contract, entered into June 16, 2023 ("Contract"), is effective as of this day \_\_\_\_\_, 2025, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Polydyne, Inc., a corporation of the State of Delaware ("Contractor").

**RECITALS**

WHEREAS, on June 16, 2023, the City entered into the Contract with Contractor for the purchase of Chemicals for the City's Water Resources Department, specifically Polyelectrolyte Coagulant Aid \$1.27/lb; and,

WHEREAS, the City and the Contractor entered into a First Amendment on April 5, 2024, to modify and extend the term of the Contract to run from June 16, 2024 to June 30, 2025; and,

WHEREAS, the City may extend the Contract term pursuant to Section 2 of the Contract; and

WHEREAS, pursuant to Section 11 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to extend the term of the Contract and modify the beginning and ending dates pursuant to the terms stated herein;

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional annual term to begin on July 1, 2025 and end on June 30, 2026.

NOW THEREFORE, the City and Contractor mutually agree to modify Section 1.a. of the Agreement dated June 16, 2023 as follows:

1. Contractor shall provide and City shall purchase the materials based on Contractor's Proposal and Price Proposal and the specifications set forth in ITB-55-2023-Chemicals for Water Resources." For the annual term to run July 1, 2025 through June 30, 2026, the price of materials purchased by the City pursuant to the Contract shall be based upon the price in the letter from David J. Hordesky, Polydyne Senior Technical Sales Representative, dated March 14, 2025.
  - a. Polyelectrolyte Coagulant Aid (Clarifloc C-318) \$1.3081 per pound

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

**CITY OF MURFREESBORO**

BY: \_\_\_\_\_  
**Shane McFarland, Mayor**

**POLYDYNE, INC.**

Signed by:  
BY: Boyd Stanley  
B7481AD4161847B...  
**Boyd Stanley, Sr., Vice President**

Approved as to form:

Signed by:  
Adam F. Tucker  
43A2035E31F9401...  
**Adam F. Tucker, City Attorney**



polydyneinc.com

Emailed on March 14, 2025 to [jmckee@murfreesborotn.gov](mailto:jmckee@murfreesborotn.gov)

March 14, 2025

Ms. Jackie McKee, MBA  
Administrative II  
City of Murfreesboro, TN  
3000 Northwest Broad Street  
Murfreesboro, TN 37133

Subject: Contract Renewal - SNF Polydyne

Dear Ms. McKee,

Polydyne Inc. is pleased to offer the City of Murfreesboro, TN an extension of the referenced contract for an additional year. The product shall remain Clarifloc C-318 and price shall be adjusted to \$1.3081 per pound delivered to your facility in less than truckload bulk quantities. This increase is consistent with the CPI increase. I have attached the current index.

The contract term will be from July 1, 2025 through June 30, 2026. All other terms and conditions will remain the same.

It has been a pleasure doing business with your organization and we look forward to continuing our valued partnership.

You may place your orders at [www.polydyneinc.com](http://www.polydyneinc.com) or with our Customer Service Department. Jonathan Jones is your Customer Service Representative. His direct dial number is (912) 884-8730. Jonathan's e-mail is [JonathanJ@snfhc.com](mailto:JonathanJ@snfhc.com). If Jonathan is unavailable, the other Representatives will be glad to help you. Our toll-free number for orders is (800) 848-POLY (7659).

Please contact me at 314 378-8800 or at [dhordesky@polydyneinc.com](mailto:dhordesky@polydyneinc.com) with any questions that may develop.

Sincerely,

*David J. Hordesky*

David J. Hordesky  
Senior Technical Sales Representative  
SNF Polydyne

CC: Bids and Contracts Department  
Jonathan Jones – SNF Polydyne Customer Service

# COUNCIL COMMUNICATION

Meeting Date: 04/17/2025

---

**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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Feb	\$72.35	\$86.18	\$0.00	\$0.00	\$0.00	\$0.00	
Mar	\$72.35	\$86.18	\$78.00	\$84.00	\$75.51	\$86.19	
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: 04/17/2025**

---

**Item Title:** Murfreesboro Cable TV Structure Changes Ordinance  
[Second and Final Reading]

**Department:** Communications

**Presented by:** Alan Bozeman, Communications 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**

Consider ordinance 25-O-08 regarding structural changes for Murfreesboro Cable TV. This ordinance dissolves the Murfreesboro Cable TV Commission and changes future actionable items and recommendations related to the cable tv franchise presented to the City Council by City staff instead of the Murfreesboro Cable TV Commission.

**Staff Recommendation**

Approve the second and final reading of Ordinance 25-O-28.

**Background Information**

The Murfreesboro Cable TV Commission was created by the City Council in 1991. Their mission was to create the City local government television channel, oversee the local cable television franchise agreement, receive complaints from City residents and assure full compliance with the terms and provisions of the local cable television franchise, keep abreast of the federal and state laws affecting and influencing the use of cable television and local control of the cable television franchise, make recommendations related to cable tv franchising to the City Council, among other duties.

In recent years, the Murfreesboro Cable TV Commission only met once each year. As federal and state laws related to cable tv franchising have changed over the years and become more deregulated there is less work for the Commission to hear and review. Additionally, the local government channel has been in operation now for over 30 years run by city staff who follow a programming policy and procedures document which no longer involves the Commission.

A change in structure is recommended and would dissolve the Murfreesboro Cable TV Commission, and future recommendations related to the cable tv franchise (renewals, transfers, franchise fee audits, etc.) would be presented to the City Council by a staff recommendation instead of as a recommendation from the Murfreesboro Cable TV Commission. Cable tv complaints from residents submitted to the City would continue to be addressed directly with Comcast by the Communications Director. The Communications Director would continue to work closely with MTSU on their continued



use of two local educational television channels on Comcast cable tv system that are provided for in the local franchise agreement.

**Fiscal Impact**

None

**Attachment**

Ordinance 25-O-08

**ORDINANCE 25-O-08** amending the Murfreesboro City Code, Chapter 2, Administration, Article X. Cable Commission and Chapter 36, Cable Communications, Sections 36-2, 36-4, 36-10, 36-14 and 36-16, dissolving the Murfreesboro Cable Commission.

**WHEREAS**, the Murfreesboro Cable TV Commission for the past several years has only met once per year; and,

**WHEREAS**, federal and state laws related to cable tv franchising have changed over the years and become more deregulated requiring less work for the Murfreesboro Cable TV Commission to hear and review; and,

**WHEREAS**, the local government tv channel has been in operation now for over 30 years run by City staff who follow a programming policy and procedures document which no longer involves the Murfreesboro Cable TV Commission; and,

**WHEREAS**, a change in structure would dissolve the Murfreesboro Cable TV Commission, and future recommendations related to the cable tv franchise such as renewals, transfers of ownership, and franchise fee audits would be presented to the City Council by City staff recommendation instead of as a recommendation from the Murfreesboro Cable TV Commission.

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

**SECTION 1.** Chapter 2, Administration, Article X. Cable Commission, of the Murfreesboro City Code is hereby repealed in its entirety and marked as “Reserved.”

**SECTION 2.** Section 36-2, Definitions and word usage, of the Murfreesboro City Code is hereby amended by deleting the following definition:

“Cable Commission.” The Murfreesboro Cable Television Commission, its designee or any successor entity.”

**SECTION 3.** Section 36-2, Definitions and word usage, of the Murfreesboro City Code is hereby amended by adding following definition in appropriate alphabetical order:

“*Communications Director.*” The City of Murfreesboro Communications Director and/or Communications Department Head, his or her designee or any successor.

**SECTION 4.** Section 36-4, Applications for initial grant or modification of franchise, of the Murfreesboro City Code is hereby amended by replacing all references in subsections (B)(1) through (B)(5) to the “Cable Commission” or “Commission” or “Commission or its designee” with “Communications Director or his/her designee” as indicated below.

**“(B) Application for grant of an initial franchise.**

- (1) A Person may apply for an initial franchise by submitting an application containing the information required in § 36-4(C) to the Communications Director or his/her designee. Upon receipt of such an application, the Communications Director or his/her designee may either (a) evaluate the application pursuant to § 36-4(B)(4), conducting such investigations as it deems necessary; or (b) issue a Request for Proposals ("RFP"), after conducting a proceeding to identify the future cable-related needs and interests of the community. Any such RFP shall be mailed to the Person submitting the initial application, which triggered the RFP and made available to any other interested party. The RFP may contain a proposed franchise agreement.
- (2) An applicant shall respond to an RFP by filing an application with the Communications Director or his/her designee within the time directed by the City, providing the information and material set forth in § 36-4(C). The procedures, instructions, and requirements set forth in the RFP shall be followed by each applicant. Any applicant that has already filed materials pursuant to subsection 36-4(B)(3) herein need not re-file the same materials with its RFP response, but must amplify its application to include any additional or different materials required by the RFP. The Communications Director or his/her designee may seek additional information from any applicant and establish deadlines for the submission of such information.
- (3) Notwithstanding the provisions of § 36-4(B)(1) and (2), above, a person may apply for an initial franchise by submitting an unsolicited application containing the information required in § 36-4(C) and requesting an evaluation of that application pursuant to § 36-4(B)(4). Prior to evaluating that application, the Communications Director or his/her designee shall conduct, or cause to be conducted, such investigations as are necessary to determine whether the application satisfies the standards set forth in § 36-4(B)(4) and may seek additional applications by RFP or otherwise in accordance with this Chapter.
- (4) In evaluating an application for an initial franchise, the Communications Director or his/her designee shall consider, among other things, the following factors:
  - (a) The extent to which the applicant has substantially complied with applicable law and the material terms of any existing cable franchise for the City;
  - (b) Whether the quality of the applicant's proposed service is reasonable in light of the needs and interests of the communities proposed to be served;
  - (c) Whether the applicant has the financial, technical, and legal qualifications to provide cable service;
  - (d) Whether the application satisfies the minimum requirements established by the City and is otherwise reasonable to meet the future cable-related needs and interests of the community, taking into account the cost of meeting such needs and interests;
  - (e) Whether, to the extent not considered under § 36-4(B)(4)(d), the applicant will provide adequate educational, and governmental access channel capacity, facilities, or other support;
  - (f) Whether issuance of a franchise is warranted in the public interest considering the immediate and future effect on the public rights-of-way that would be used by the cable system, including the extent to which installation or maintenance as planned would require replacement of

property or involve disruption of property, public services, or use of the public rights-of-way; the effect of granting a franchise on the ability of the applicant to meet the cable-related needs and interests of the community; and the comparative superiority or inferiority of competing applications;

- (g) What effects a grant of the application may have on competition in the delivery of cable service in the City;
  - (h) Whether the applicant is capable of and willing to accept franchise terms and conditions no more favorable nor less burdensome than those imposed on current franchisee(s); and,
  - (i) Those factors set forth in § 7-59-202 of the Tennessee Code Annotated, as same may be amended from time to time.
- (5) After evaluating a fully completed application, including all additional information requested by the City, the Communications Director or his/her designee shall transmit recommendations to the City Council.”

SECTION 5. Section 36-10, Indemnification, of the Murfreesboro City Code is hereby amended at subsection (A)(3) by deleting it in its entirety and substituting in lieu thereof the following:

“(3) The above information shall not apply to any claims, suits, cause of action, proceedings or judgments attributable to gross negligence or willful misconduct on the part of the City or any of its permitted designees, including, but not limited to, the City Council, Communications Director or his/her designee.”

SECTION 6. Section 36-14, Channels and facilities for educational and governmental use; leased access, of the Murfreesboro City Code is hereby amended at subsection (A) by deleting reference to “Cable Commission” and replacing it with “the Communications Director or his/her designee”.

SECTION 7. Section 36-16, Administration, of the Murfreesboro City Code is hereby amended by deleting subsections (A) and (C) in their entirety and substituting in lieu thereof the following:

- (A) *Duties of the Communications Director.* The Communications Director, either directly or through a duly appointed designee, shall have the responsibility for overseeing the day-to-day administration of this Chapter and any franchise agreements. The Communications Director or his/her designee may recommend that the City Council take certain actions with respect to a franchise. The Communications Director or his/her designee shall keep the Council apprised of developments in cable and provide the Council with assistance, advice and recommendations as appropriate.
- (C) *Transfer of Authority.* If at any time the powers of the Council or the Communications Director or his/her designee, or any agency, commission or official of the City or the Council are transferred by law to another board, agency, commission, authority or official, then such other board, agency, commission, authority or official shall have the powers, rights and duties previously vested under this Chapter or by law in the Council or the Communications Director or his/her designee, or any agency or official of the City or the Council.

SECTION 8. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

ATTEST:

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

SEAL

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

APPROVED AS TO FORM:

Signed by:  
*Adam F. Tucker*

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

# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

---

**Item Title:** Rezoning property along East 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"/>

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## Summary

Rezone approximately 0.24 acres located along East Street and West Street.

## Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.  
The Planning Commission recommended approval of this rezoning on March 5, 2025.

## Background Information

Elijah Montgomery and Nancy Morris presented a zoning application [2025-401] for approximately 0.24 acres located along both East Street and West Street to be rezoned from RM-16 (Multi-Family Residential District 16) to RS-4 (Single-Family Residential District 4). During its regular meeting on March 5, 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 enable the development of one single-family detached home in an area that has seen increased interest in reinvestment in recent years.

## Attachments:

1. Ordinance 25-OZ-11
2. Maps of the area
3. Planning Commission staff comments from 03/05/2025 meeting
4. Planning Commission minutes from 03/05/2025 meeting
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
MARCH 5, 2025  
PROJECT PLANNER: BRAD BARBEE**

- 5.a. Zoning application [2025-401] for approximately 0.24 acres located along East Street and West Street to be rezoned from RM-16 to RS-4, Elijah Montgomery and Nancy Morris applicants.**

The applicants, Mr. Elijah Montgomery and Ms. Nancy Morris, are requesting to rezone the subject properties located along East Street and West Street from RM-16 (Multi-Family Residential District) to RS-4 (Single-Family Residential District). The study area consists of two parcels totaling approximately 0.24 acres. The properties are located north of Ewing Boulevard and front on both West Street and East Street. These properties are further identified as Tax Map 090I, Group B, Parcels 17.00 and 23.00. The properties included in the zoning map amendment request consist of one vacant lot and one lot (615 East Street) that has been developed with a single-family detached dwelling.

The two lots in question were platted in 1946 as part of the Parks and Holden Addition Subdivision and are both currently owned by Ms. Morris. The house at 615 East Street was subsequently constructed over the common lot line. This requested downzoning is intended to allow the applicants to shift the existing common property line location so that it no longer conflicts with the location of the existing home and also allow Mr. Montgomery to construct a single-family detached dwelling on the vacant property that fronts along West Street. The RM-16 zone requires a minimum lot size of 6,000 ft<sup>2</sup>. Neither existing lot complies with the RM-16 minimum lot size requirement, but they are both “grandfathered in” because they were platted prior to the current zoning regulations going into effect. Under the current zoning, however, they could not be resubdivided because one of the two lots would be made more non-conforming. Staff recommended to the applicants that they request a rezoning to RS-4, which has a 4,000 ft<sup>2</sup> minimum lot size that will allow the lots to be resubdivided in order to eliminate the encroachment of the existing structure over the common lot line.

**Adjacent Land Use and Zoning**

All surrounding properties are also zoned RM-16 and contain a mixture of both single-family residential detached dwellings and multi-family residential uses; with the majority being single-family detached homes.



### Future Land Use Map

The future land use map of the Murfreesboro 2035 Comprehensive Plan recommends that the subject property develop with the *Auto-Urban Residential (AUR)* land use character. A description of this land use character taken from the amended comprehensive plan is below as is an excerpt from the future land use map.

**AUTO-URBAN RESIDENTIAL CHARACTER (AUR)** *This designation pertains to current and future residential development and includes primarily detached residential dwellings as primary use; and allows attached housing types (subject to compatibility and open space standards, e.g., townhomes, zero-lot line/patio homes, and three family structures); planned developments (with a potential mix of housing types and varying densities, subject to compatibility and open space standards), etc.*

The existing and proposed single-family residential uses proposed in this zoning request are consistent with the Auto-Urban Residential land use character.



**Staff recommendation:**

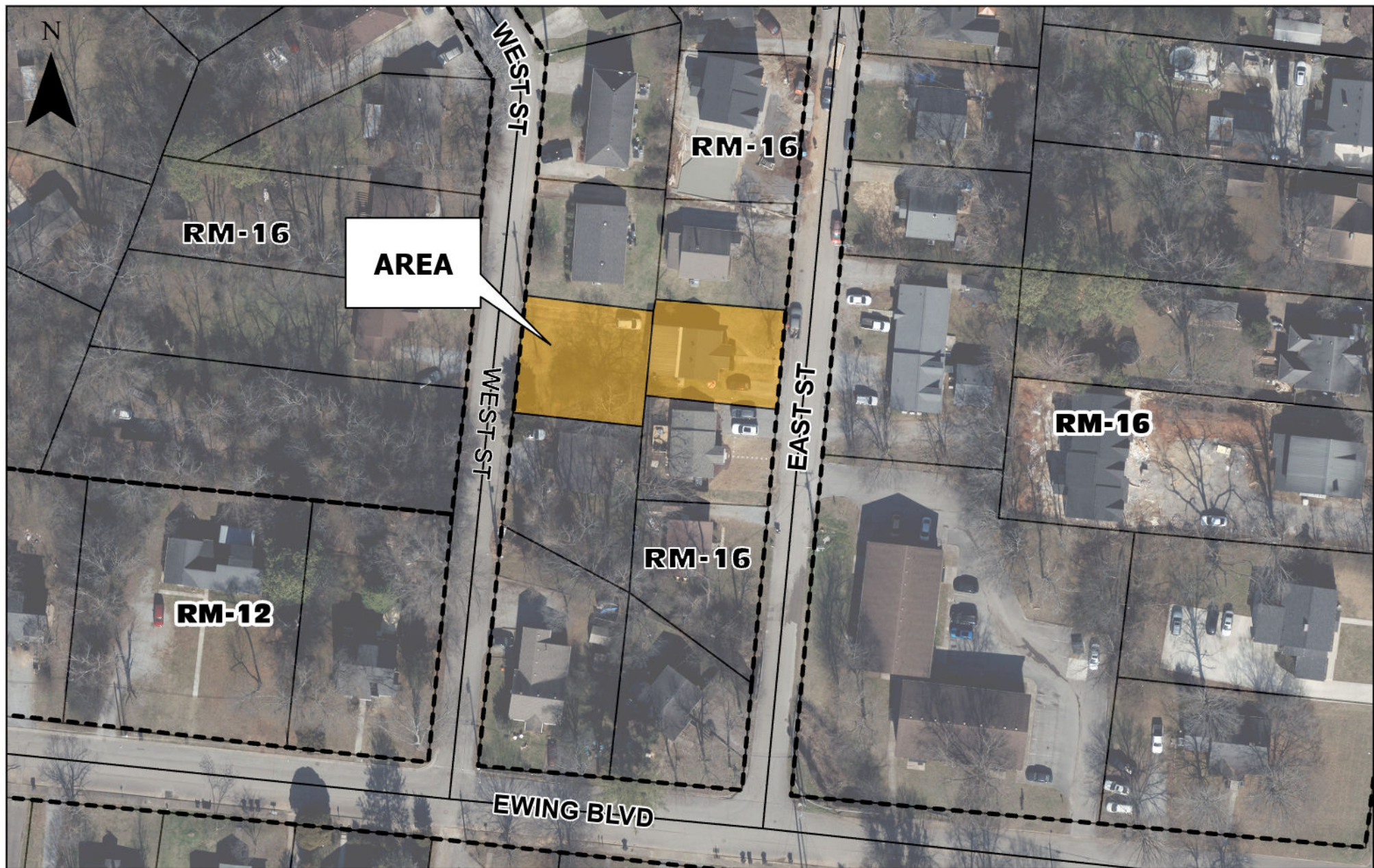
Staff is supportive of this rezoning request for the following reasons.

- 1) The requested zoning is consistent with the future land use map of the Murfreesboro 2035 Comprehensive Plan.
- 2) The plan to develop the vacant parcel as a single-family detached home is consistent with the surrounding neighborhood.
- 3) The rezoning will allow the resubdivision of these two lots in order to eliminate the existing encroachment over the lot line.

**Action Needed:**

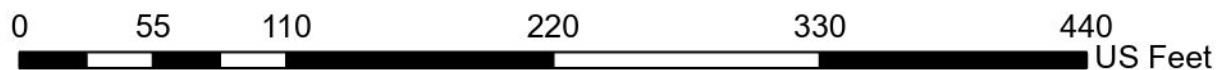
The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission should conduct a public hearing regarding the request and then formulate a recommendation for the Murfreesboro City Council.





## Rezoning request for property along East Street & West Street RM-16 to RS-4

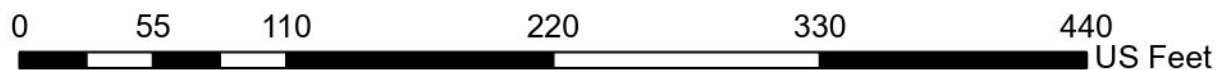
Planning Department  
City of Murfreesboro  
111 West Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)







## Rezoning request for property along East Street & West Street RM-16 to RS-4



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

Address: 1423 Sulphur Springs Rd City/State/Zip: Murfreesboro, TN 37129

Phone: (615) 969-4944 E-mail address: [REDACTED]

PROPERTY OWNER: Nancy Morris

Street Address or property description: 615 East St

and/or Tax map #: 090I Group: B Parcel (s): 017.00, 023.00

Existing zoning classification: RM-16

Proposed zoning classification: RS-4 Acreage: .24

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

E-mail: \_\_\_\_\_

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 1/7/25

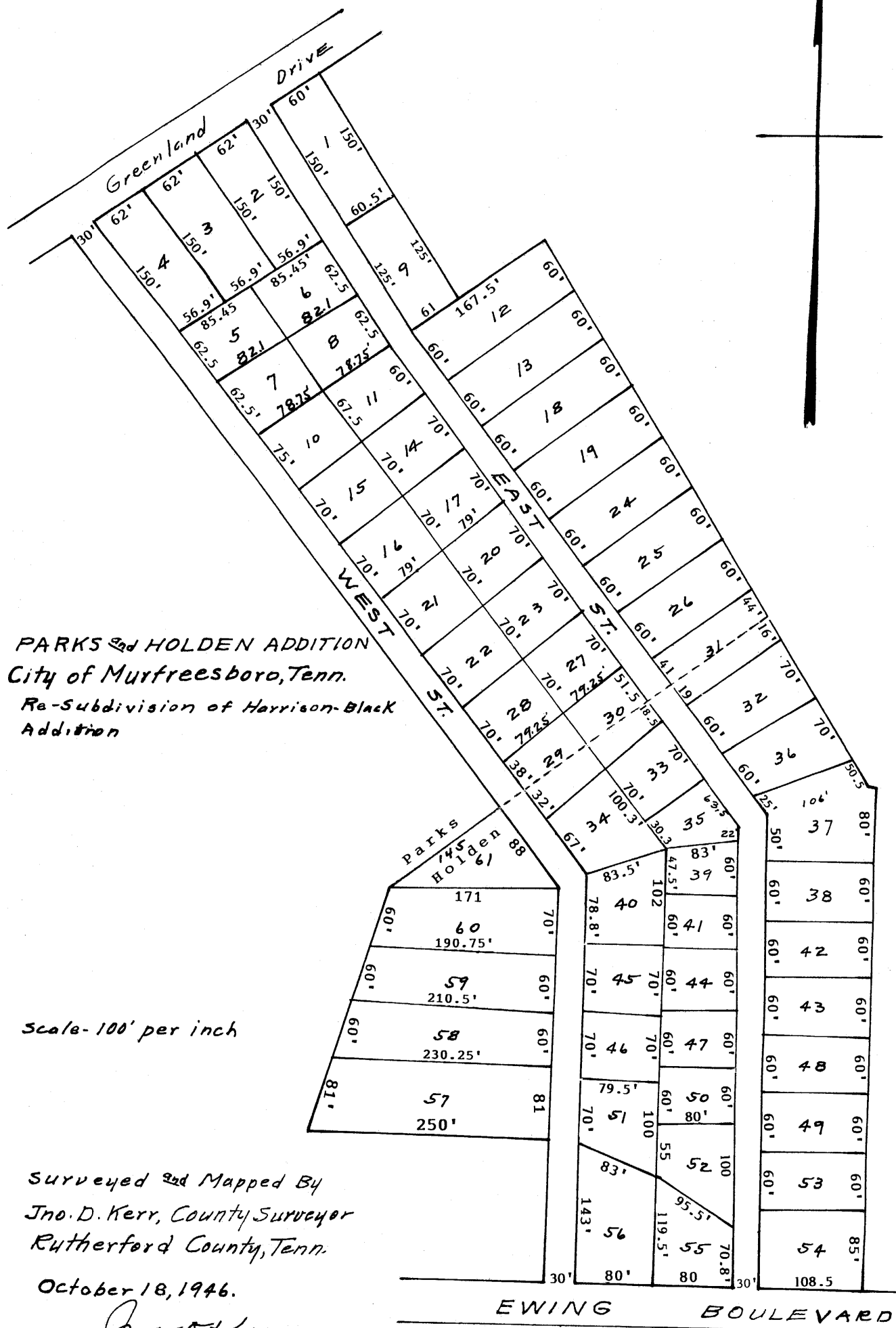
\*\*\*\*\*For Office Use Only\*\*\*\*\*

Date received: 1/7/2025 MPC YR.: \_\_\_\_\_ MPC #: 2025-401

Amount paid: 700.00 Receipt #: 310264

Revised 7/20/2018

DEED BOOK 98, PAGE 310



Scale - 100' per inch

Surveyed and Mapped By  
Jno. D. Kerr, County Surveyor  
Rutherford County, Tenn.

October 18, 1946.

*Wm. D. Kerr*

DEED BOOK 98, PAGE 310-A

**310-A**

This sheet is inserted for the purpose of making marginal notations on the PLAT entitled  
**PARKS AND HOLDEN ADDITION** recorded in Deed Book 98, page 310.

*For Resubdivision of Lots 22 & 23, see Plat Book 16, page 210.  
For Resubdivision of Lots 1 & 9, see Plat Book 16, page 324.  
For Minor Resubdivision of Lots 14 & 15, see Plat Book 23, page 126.  
For Resubdivision of Lots 10 & 11, see Plat Book 24, page 94.*



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 5, 2025

**6:00 P.M.**

**CITY HALL**

## **MEMBERS PRESENT**

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

## **STAFF PRESENT**

Ben Newman, Dir. of Land Mngt. & Planning  
Matthew Blomeley, Assistant Planning Director  
Richard Donovan, Principal Planner  
Brad Barbee, Principal Planner  
Carolyn Jaco, Recording Assistant  
Teresa Stevens, Sign Administrator  
John Tully, Assistant City Attorney

### **1. Call to order.**

Chair Kathy Jones called the meeting to order.

### **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 February 19, 2025 Planning Commission meeting.**

Ms. Jami Averwater made a motion to approve the minutes of the February 19, 2025 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

Aye: Jami Averwater  
Tristan Carroll  
Ken Halliburton

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 5, 2025

Reggie Harris

Bryan Prince

Shawn Wright

Kathy Jones

Nay: None

## 5. Public Hearings and Recommendations to Council:

**Zoning application [2025-401] for approximately 0.24 acres located along East Street and West Street to be rezoned from RM-16 to RS-4, Elijah Montgomery and Nancy Morris applicants.** Mr. Brad Barbee presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference. Mr. Elijah Montgomery (applicant) was in attendance for the meeting.

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

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

Aye: Jami Averwater

Tristan Carroll

Ken Halliburton

Reggie Harris

Bryan Prince

Shawn Wright

Kathy Jones

Nay: None

**ORDINANCE 25-OZ-11** 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 0.24 acres located along East Street and West Street from Residential Multi-Family Sixteen (RM-16) District to Single-Family Residential Four (RS-4) District; Elijah Montgomery and Nancy Morris, applicant, [2025-401]

**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 Single-Family Residential Four (RS-4) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1<sup>st</sup> reading \_\_\_\_\_


2<sup>nd</sup> reading \_\_\_\_\_

ATTEST:

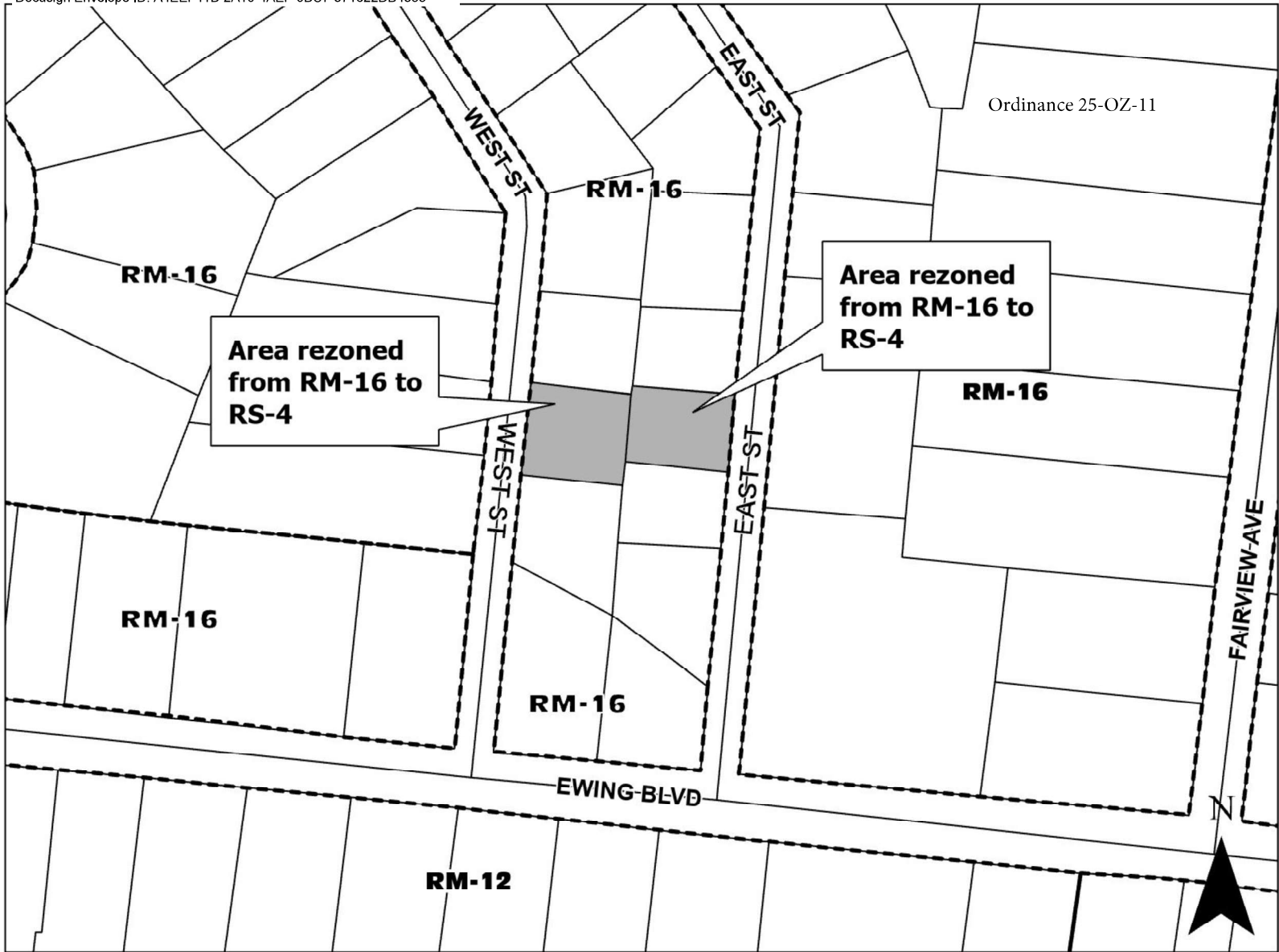
\_\_\_\_\_  
Erin Tucker  
City Recorder

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

APPROVED AS TO FORM:

Signed by:  
  
\_\_\_\_\_  
43A203651F8401...  
Adam F. Tucker  
City Attorney

SEAL



# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

---

**Item Title:** Rezoning property along Greenland Drive  
[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 0.82 acres located along the north side of Greenland Drive across from the MTSU campus.

**Staff Recommendation**

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of this zoning request on March 5, 2025.

**Background Information**

Rajesh Aggarwal presented to the City a zoning application [2025-403] for approximately 0.82 acres located along Greenland Drive to be rezoned from RS-10 (Single-Family Residential District 10) to PUD (Planned Unit District). During its regular meeting on March 5, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval subject to: 1) the applicant and staff working together to see if parallel parking spaces could be added along the west side of the main driveway; and 2) this development being subject to the same restrictive covenants regarding signage that were recorded for the development at 3119-3127 Medical Center Parkway. Accordingly, the pattern book has been revised to add three parallel parking spaces and to include the signage commitment recommended by Planning Commission.

**Council Priorities Served**

*Improve Economic Development*

The PUD zoning will entitle a mixed-use development with four proposed residential units as well as commercial space on the first floor, creating employment opportunities for the community and tax revenue for the City and potentially being a catalyst for future redevelopment in the immediate vicinity.

*Establish Strong City Brand*

The PUD zoning is consistent with the City's vision for a mixed-use "student village" in the area directly north of the MTSU campus, as adopted in the Murfreesboro 2035 comprehensive plan.

**Attachments:**

1. Ordinance 25-OZ-13
2. Maps of the area
3. Planning Commission staff comments from the 03/05/2025 meeting
4. Planning Commission minutes for the 03/05/2025 meeting
5. Greenland Heights PUD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
MARCH 5, 2025  
PROJECT PLANNER: HOLLY SMYTH**

**5.c. Zoning application [2025-403] for approximately 0.82 acres located along Greenland Drive to be rezoned from RS-10 to PUD (Greenland Heights PUD), Rajesh Aggarwal applicant.**

The subject property is located on the north side of Greenland Drive opposite the Champion Way T-intersection and includes 2 parcels. The parcels are identified as Parcels 009.00 and 008.00 of Tax Map 090G Group B (aka 1603 and 1607 Greenland Drive, respectively). The proposed PUD would accommodate one mixed-use building containing 4 townhomes with resident fitness (equating to **±4.88** dwelling units to the acre) and approximately 2,700 square feet for commercial uses.

**Adjacent Zoning and Land Uses**

The surrounding zone districts include RM-16 (Multi-Family Residential District) to the north, PUD (Planned Unit District) to the northwest, RS-10 (Single-Family Residential) to the east and west, and CU (College & University District) to the south across the street. The primary surrounding land uses are either single-family dwellings, apartments, or the MTSU campus, more particularly shown on page 4 of the program book. Recently-developed commercial uses occupy the corner of Old Lascassas Road and Greenland Drive.

**Proposed PUD**

The PUD overall layout is best seen on page 8 of the program book, which also includes basic site data. The PUD is being requested to allow for 4 single-family attached townhome units and 2,700 square feet of commercial space on the front ground floor. The project is most similar to what would be allowed in a MU- Mixed Use zone district and therefore uses it and the existing RS-10 zone for comparison on page 15.

The anticipated floor plan layout can be found on page 10 of the program book. The front portion of the ground floor incorporates a 2,700 square foot commercial use anticipated initially as a UPS store with “store-front” architecture with only one commercial space to start and the far right tenant space for a residents only workout space (as parking is not available for other types of uses at this time). The one currently anticipated tenant for the ground floor is a UPS store, which would be classified as “retail shop, other than enumerated elsewhere” per the current Zoning Ordinance definitions. Four 2-bedroom townhomes will each be a minimum of 1,850 square feet of habitable living area with the entire 2<sup>nd</sup> floor and the back half of the 1st floor. The front elevation of the entire building facing Greenland Drive can be found on page 11. The 2<sup>nd</sup> floor facing Greenland Drive incorporates a 228 square foot townhome balcony and 132 square foot closet for each of the 4 dwellings to serve as their private formal open space. There is a minimum of 2,000 square feet of common formal open space proposed in front of the building at the ground floor level with a plaza consisting of enhanced hardscape, formalized plantings, outdoor

seating, green turf and bike racks -- with the ultimate design to be finalized during site plan review. Additionally, there is a 900 square foot indoor resident fitness center. The proposed building setbacks are 42' front, 25' rear, and 5' side.

**Access/Parking:** Pages 8 and 12 of the program book summarize most of the specifics related to access and parking. There will be one all-way vehicular access into the site from Greenland Drive (designated as a Minor Arterial). The entrance cross-section accommodates four 12' travel lanes (1 in-bound and 3 outbound) and one 10' monolithic sidewalk.

Greenland Drive is currently built as a 4-lane roadway with a center turn lane and bike lanes on both sides of the street to the west of the Champion Way intersection. To the east of the intersection, Greenland Drive transitions into a 2-lane roadway with center turn lane. Sidewalks and curb & gutter are located on both sides of Greenland Drive with no bike lanes within the right-of-way as the street narrows. The Greenways, Blueways, and Bikeways Master Plan (GBBP) included a public desire to have bikeways from North Highland Avenue to North Rutherford Boulevard along Greenland Drive; however, the Area 'C' Map in the GBBP identified "existing bike lanes" east of Champion Way to Brown Drive/Hanover Street, where they do not actually exist.

There is an existing bike/pedestrian connection between the 2 existing properties from Greenland Drive about 16-ft wide, which leads to the apartment complex to the north, that will be rerouted through the proposed site plan, with a dedicated access easement, to maintain access.

The four two-bedroom dwellings would require 9 parking spaces while the 2,700 square feet of retail space also requires 9 spaces for a total of 18 spaces. Twenty-two (22) regular surface parking stalls and 1 handicapped stall are proposed for the entire mixed-use development. Because there is a surplus of 4 parking spaces, the project could adjust its bedroom count or the commercially available space so long as it continues to meet minimum parking requirements.

**Landscape** plantings and buffers are normally required to be a 15' "Type D" between PUD and RS-10 zone districts. The planned development is requesting a reduction in this requirement to a 5' perimeter planting yard standard, given the adjacent properties to the east and west are designated as Mixed-Use on the Future Land Use Map. Page 13 in the program book reflects the proposed general landscape layout. Additionally, due to the bike/pedestrian path tying into the rear of the site, staff has asked that parking lot screening not be provided along the path to improve visibility for safety and the addition of adequate lighting. Base of building landscaping is provided along all building sides; however, a small exception to allow a 2.5' depth versus the standard 3' along the private drive is being requested.

The project site provides 0.16 acres of the site (20% of the site) as "open space" meeting the City standard. As stated above, formal open space concepts have been provided and will be finalized with the site plan review process.

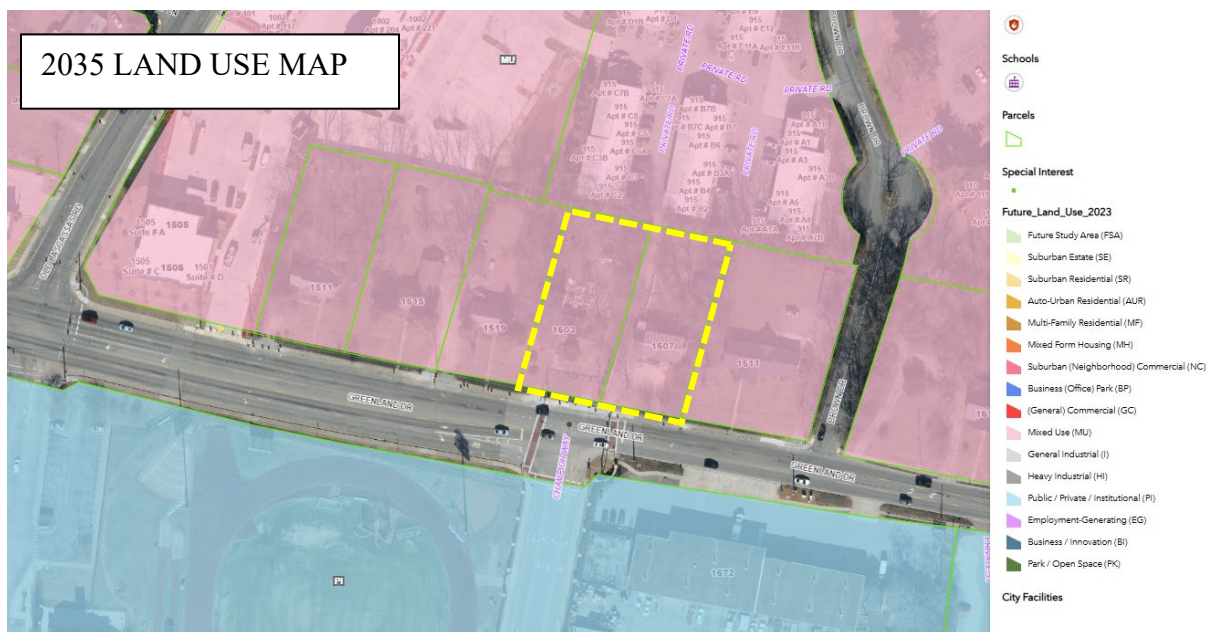


**Comparative Zoning:** Page 15 of the Program Book shows the comparison for this development to MU – Mixed Use zone and the existing RS-10 zone district with the requested exceptions shown in red text. Requested exceptions are all regarding setbacks or landscaping within the PUD as follows:

- Requesting an exception that the side setbacks be reduced by 5 feet from a 10 foot side setback to a 5 foot side setback, which will require a ‘rated’ wall for Building and Codes Department.
- Requesting an exception that the required 3-ft base of building landscaping adjacent to proposed private drive be reduced to 2.5-ft.
- Requesting an exception that the rear landscape yard and planting requirements be eliminated along the 10’ pedestrian pathway.
- Requesting an exception to the normally required 15-ft wide Type ‘D’ Buffer to be reduced to just meet the 5-ft perimeter planting standards.

### **Future Land Use Map**

The future land use map recommends a “*Mixed Use Center – MU*” land use character. Development types for this land use “allows a broad range of commercial, office and high-density residential uses and public spaces serving surrounding neighborhoods, commercial / professional business parks and visitors from nearby communities. Mixed Use developments are required to provide office, commercial and retail spaces in addition to residential uses.” The character of this land use includes designs for pedestrian connectivity to surrounding neighborhoods, minimal front setbacks creating architectural enclosures with enhanced streetscape design, multi-story structures, and shared parking with complimentary uses. This land use encourages high density residential mixed with office, commercial, and retail spaces. Generally compatible zoning districts include CBD, MU-GDO, and PUD. Based on the Comprehensive Plan designation, the proposed PUD is clearly consistent with the *Mixed Use Center* designation.



## **Additional Information for Planning Commission**

At the February 19<sup>th</sup> Planning Commission meeting, there were a few items of concern that were verbalized to staff that needed to be addressed before the public hearing, which are discussed below.

There were some uses in the Allowable Use Table that are not possible due to site constraints, be it parking for restaurant uses or outdoor play areas for childcare. The applicant stated they would review the uses and further analyze the constraints and remove uses that are not practical and/or cannot meet City standards. Page 09 of the book shows an updated use table with the removal of all institutional uses, amusements, antique mall, business school, coffee/food/beverage kiosks, department or discount store, pet shops, all restaurants, and all utility uses except for telephone or communication services. Additionally, required parking ratios and required parking quantities have been added to all the uses to show that those uses could meet City standards should other commercial uses be located within the 2,700 square foot tenant space anticipated for the UPS Store.

A concern was expressed regarding how a passenger vehicle could turn around without backing out into Greenland Drive if the parking lot was full. A turn template exhibit was prepared and included with the packet showing that vehicles can turn around on-site without backing into the street if all the parking stalls are in use. The site layout was adjusted to provide 2 parking spaces at the north-western corner and the trash bin enclosure area was moved further into the site and changed to trash carts serviced by a private hauler as discussed in the SEC response letter attached.

There was a concern expressed that parking should be provided closer to the UPS Store entrance and maybe parking should be moved up front or maybe the developer should consider providing a rear entrance into the UPS Store from the center of the building between the condo units. The response from the applicant stated that “incorporating a rear entrance into the UPS Store would significantly impact the existing floor plan, particularly concerning load-bearing walls. As a result, the hallway could not be feasibly divided between two units. To address accessibility concerns, the design was revised to include an additional entrance on the west side of the building, complete with an awning to offer protection from the elements.” However, staff did not believe this additional entrance provides any benefit as it could actually cause a safety issue and has been removed.

Additionally, staff reached out to the City’s traffic division at our weekly infrastructure meeting. They stated that parking in the front setback would not be allowed as traffic would have to enter into the travel lanes needed for adequate circulation throat distances at the signalized intersection. Additionally, the traffic division stated that the proposed signage and the island shrubbery between the outbound and inbound lanes at the front of the property need to be removed from the program book as it would not be approved as it is a safety hazard for traffic. Therefore, the program book has been updated to remove.

The commission wanted to understand how parking by the residents would be limited/controlled/ signed to not conflict with the commercial use parking needs. The following statement has been added to the program book on page 09 “Residential parking shall be assigned via parking signs or painted numbers/letters within the spaces. Parking shall be enforced by the building owner.”

### **Department Recommendation**

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

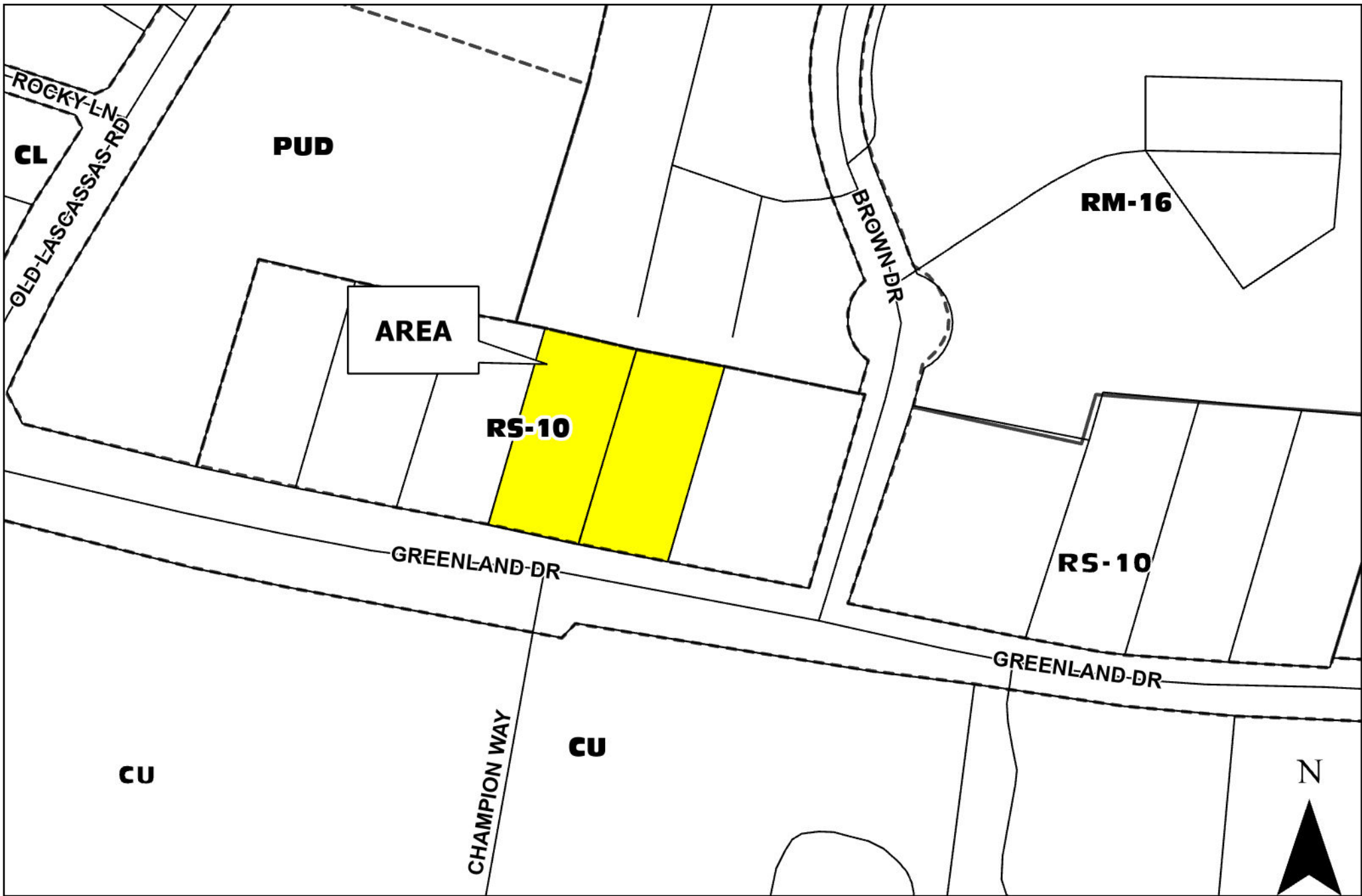
- 1) The commercial and residential uses in the proposed PUD are clearly consistent with the “Mixed Use Center” future land use designation of the General Plan.
- 2) The character of this land use includes designs for pedestrian connectivity to surrounding neighborhoods, minimal front setbacks creating architectural enclosures with enhanced streetscape design, multi-story structures, and shared parking with complimentary uses as the General Plan land use policy states.
- 3) The pedestrian and bicycle path connections are being relocated within the site between the apartments and this project to continue easy access to the MTSU campus.
- 4) Any of the updated Allowable Uses, should they change over time, will meet the City standards for the residential and commercial parking uses.
- 5) Architectural design is compatibility with surrounding land uses
- 6) Removal of existing dilapidated homes is a benefit to the neighborhood.
- 7) This project is a catalyst for positive change and redevelopment of this area of Greenland Drive.

### **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
- SEC Response Letter
- Updated Program Book

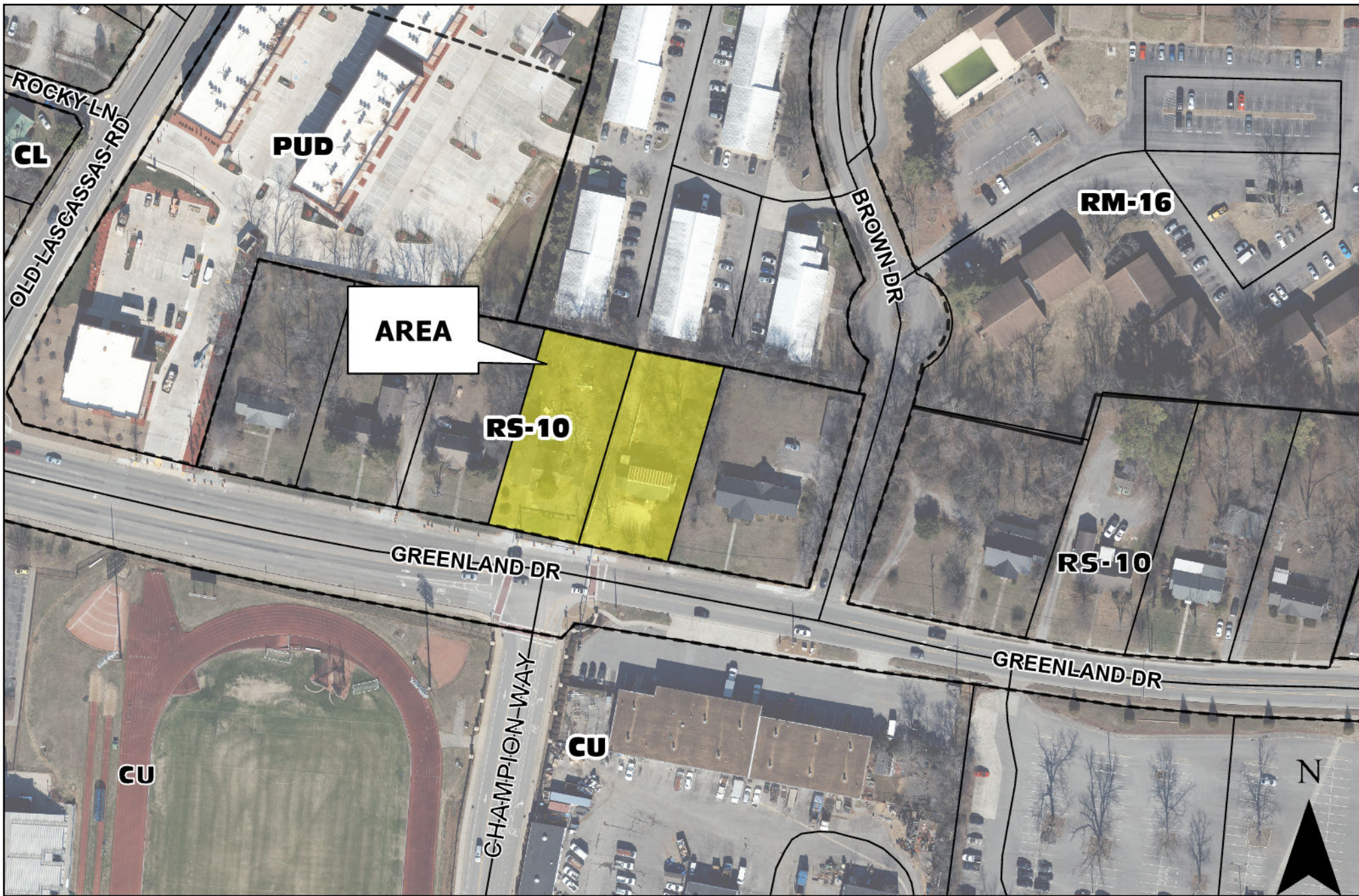


Rezoning request for property along Greenland Drive  
RS-10 to PUD (Greenland Heights PUD)



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





Rezoning request for property along Greenland Drive  
RS-10 to PUD (Greenland Heights PUD)

0 85 170 340 510 680 US Feet

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

Address: 757 Armstrong Place City/State/Zip: Brentwood, TN 37027

Phone: 615-337-0809 E-mail address: [REDACTED]

PROPERTY OWNER: Aggerwal Rajesh

Street Address or property description: 1603 & 1607 Greenland Drive

and/or Tax map #: 90G Group: B Parcel (s): 8.00 & 9.00

Existing zoning classification: RS-10

Proposed zoning classification: PUD Acreage: 0.82

Contact name & phone number for publication and notifications to the public (if different from the applicant): Brian Grover / Matt Taylor

E-mail: [REDACTED]

APPLICANT'S SIGNATURE (required): Ed Stevens

DATE: 1-15-2025

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

Date received: \_\_\_\_\_ MPC YR.: \_\_\_\_\_ MPC #: \_\_\_\_\_

Amount paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_

March 31, 2025

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

RE: Greenland Heights PUD - Resubmittal per staff comments.  
PUD Pattern Book Revision Summary  
SEC Project No. 24210

Dear Holly,

Revisions to the pattern book have been outlined below.

## **Development Services – Planning**

Holly Smyth - 615.893.6441

### **Cover Page –**

- Updated Submittal Date information.

### **Page 3 –**

- Revised synopsis to state “multi-family units” instead of “single-family attached townhomes.”

### **Page 4 –**

- Revised College Pointe Apartments to “multi-family apartments” instead of “single-family attached apartments.”

### **Pages 8 –**

- Removed trash enclosure and added dumpster.
- Added parallel parking to the west side of drive aisle.
- Revised site data table per parking counts and multi-family language.
- Revised “Potential Future Cross Access Easement” language per staff comments.

**Page 9 –**

- Revised “single-family attached” to “multi-family attached.”
- Revised unit rental language, per staff comments, to include the option of selling units under a horizontal property regime to increase flexibility of site.
- Revised language for solid waste to be managed via a dumpster.
- Added footnote for prohibited uses for additional clarity, per staff comments.
- Revised “Allowable Uses” text to clarify example end user is an anticipation.
- Removed Telephone or Communication Services from allowable uses chart.
- Added development standard regarding restrictive covenants for signage.

**Page 10 –**

- Revised “townhome unit” to “residential unit.”
- Revised floor plan to say “unit” instead of “townhome.”
- Revised “Potential Future Cross Access Easement” language per staff comments.
- Revised footnote for architectural illustrations, per staff comments.

**Page 12 –**

- Revised “Potential Future Cross Access Easement” language per staff comments.

**Page 15 –**

- Added requested exception for solid waste enclosure encroachment back into book.

Should you need any clarification concerning the plans or our revisions, please feel free to contact me at 615-648-7085.

Sincerely,

A handwritten signature in blue ink, reading "Brian Grover". The signature is stylized with a large, flowing "B" and "G".

Brian Grover, P.L.A.

SEC, Inc.



# GREENLAND HEIGHTS

A REQUEST FOR REZONING FROM SINGLE FAMILY RESIDENTIAL (RS-10) TO PLANNED UNIT DISTRICT (PUD)

Murfreesboro, Tennessee



**SEC, Inc.**

SEC Project #24210

**Initial Submittal**

January 16, 2025

**Resubmitted**

February 11th, 2025 for the  
February 19th, 2025  
Planning Commission Meeting

**Resubmitted**

February 25th, 2025 for the  
March 5th, 2025  
Planning Commission Public Hearing

**Resubmitted**

March 5th, 2025 for the  
March 5th, 2025  
Planning Commission Public Hearing

**Resubmitted**

March 31st, 2025 for the  
April 17th, 2025  
City Council Public Hearing

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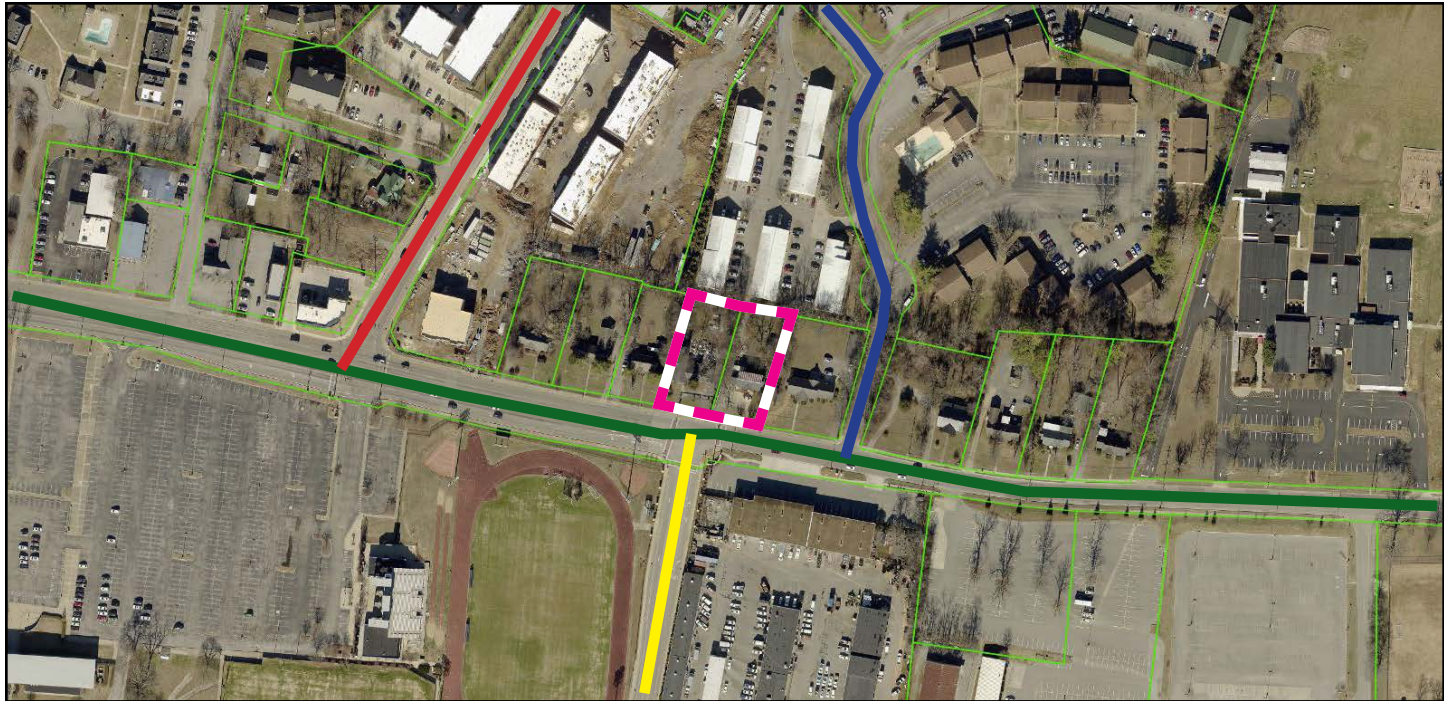
Company Name: SEC, Inc.  
Profession: Planning.Engineering.Landscape Architecture  
Attn: Brian Grover / Matt Taylor  
Phone: (615) 890-7901  
Email: [Redacted]  
Web: www.sec-civil.com

850 Middle Tennessee Blvd.  
Murfreesboro, Tennessee 37129

Company Name: Aggarwal LLC  
Profession: Developer  
Attn: Ed Stevens  
Phone: (615) 337-0809  
Email: [Redacted]

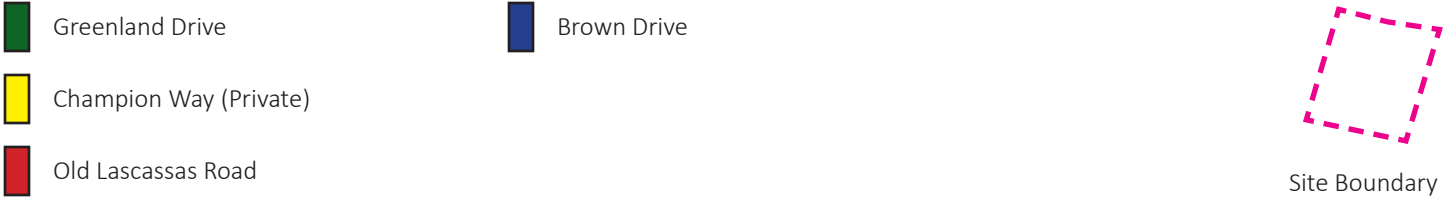
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SUBDIVISION MAP & 2040 MAJOR TRANSPORTATION PLAN .....04  
UTILITY MAP & HYDROLOGY AND TOPOGRAPHY .....05  
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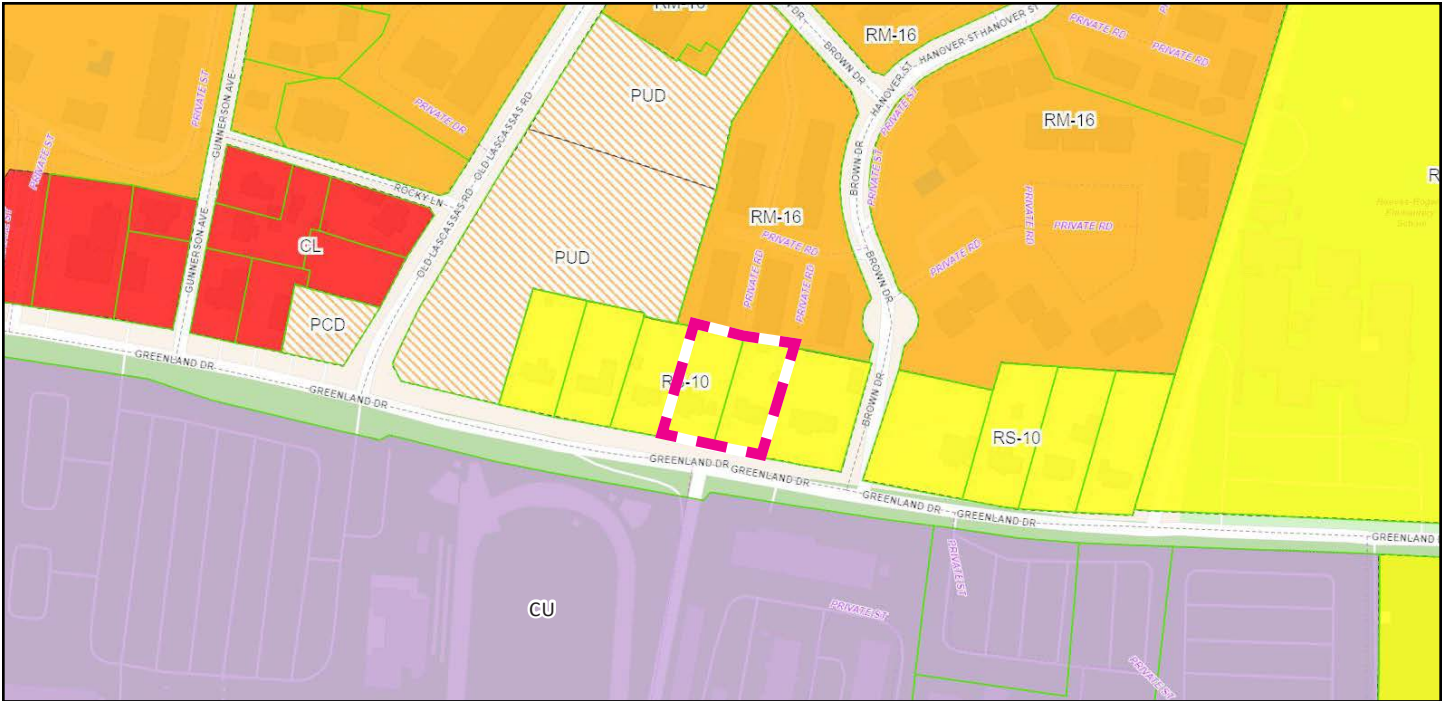
AERIAL PHOTOGRAPH

Not To Scale



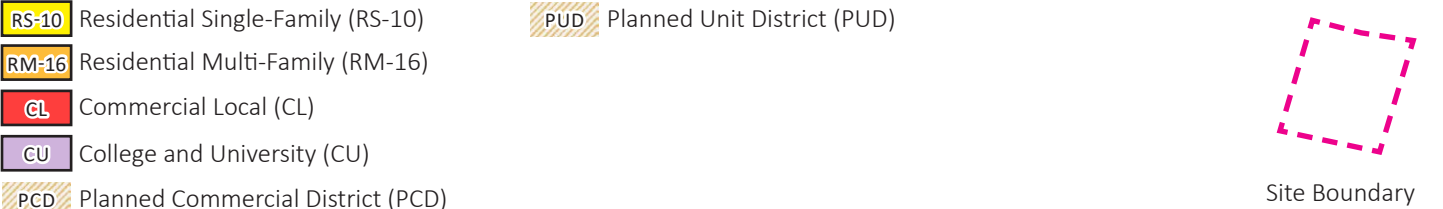
Aggarwal LLC respectfully requests rezoning of the Aggarwal properties at 1603 and 1607 Greenland Drive from single-family residential (RS-10) to Planned Unit District (PUD) to create Greenland Heights. The property is located along the northern side of Greenland Drive at the intersection of Champion Way. The site is identified as Parcels 8.00 and 9.00 of Tax Map 90G Group B, and is approximately 0.82 acres.

The request for rezoning to a PUD, is to create Greenland Heights. The development will consist of a two-story mixed-used building with the first floor providing access to a commercial space and four multi-family units. The second floor will provide additional living space for the residential units, along with a balcony overlooking Greenland Drive and into MTSU campus. These four units, on 0.82 acres, create a density of approximately 4.88 dwelling units per acre. The proposed residential units will be a minimum of 1,850 square feet of living space, and will have a maximum of 2 bedrooms each. These units will be for rent. The building elevations will be constructed of masonry materials to add quality and character to the community. Mail service shall be provided via a permanent mail kiosk at the rear of the building. The property owner will maintain the common areas.



ZONING MAP

Not To Scale



The surrounding area consists of a mixture of zoning types and land uses. The land directly north is zoned RM-16 and land to the east and west is zoned RS-10. Across Greenland Drive is the MTSU Campus, zoned CU.

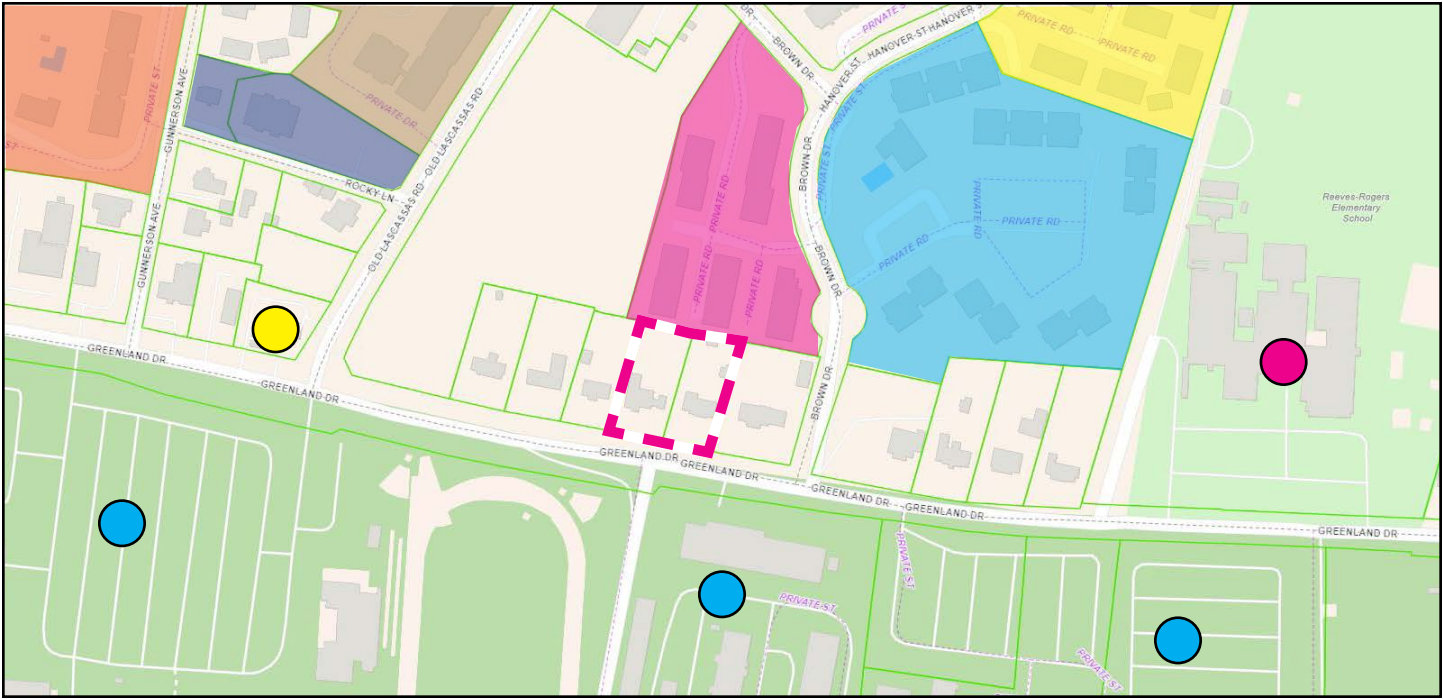
### 2035 FUTURE LAND USE PLAN



The Murfreesboro Future Land Use Plan designates this area as Mixed-Use Center (MU). The character of this land use includes designs for pedestrian connectivity to surrounding neighborhoods, minimal front setbacks creating architectural enclosures with enhanced streetscape design, multi-story structures, and shared parking with complimentary uses. This land use encourages high density residential mixed with office, commercial, and retail spaces. Generally compatible zoning districts include CBD, MU-GDO, and PUD.

The proposed development aligns closely with the Murfreesboro Future Land Use Plan in terms of proposed zoning, dwelling type, and building character.





SUBDIVISION MAP

Not To Scale



Greenland Heights is surrounded by a mixture of residential subdivisions, commercial properties, and educational facilities. The Cove at Center Point One a residential development consisting of two-story multi-family apartments. The exterior elevations consist of primarily brick along all elevations with fiber cement board accents between floors. There is one primary point of ingress/egress to the development from Brown Drive with two secondary points from Brown Drive.

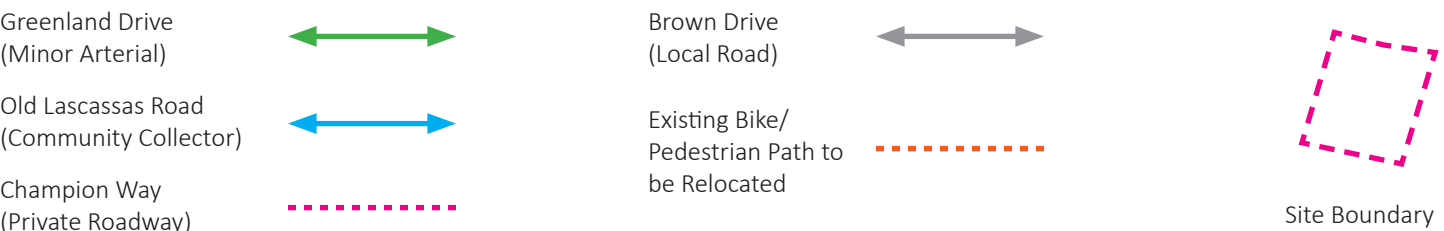
College Pointe Apartments is a residential development consisting of two-story multi-family apartments. The exterior elevations consist of primarily brick along all elevations with metal roofing. There are two primary point of ingress/egress to the development from Brown Drive.

Middle Tennessee State University and Reeves-Rogers Elementary School are two educational facilities to the south and east of this development, respectively. Reeves-Rogers has three points of ingress/egress to Greenland Drive, and has operating hours between 8:00 am and 4:00 pm. MTSU utilizes Champion Way directly south of the development as a primary access point for sporting events and day-to-day operations for faculty and students.



2040 MAJOR TRANSPORTATION PLAN

Not To Scale



The property has/will have access to the existing public right-of-way of Greenland Drive through one entrance, and will provide stubs for future connections to the east and west via a cross-access easement. No roadways within or connected to this development are on the City of Murfreesboro's 2040 Major Transportation Plan. Greenland Drive is currently built as a 4-lane roadway with a central turning median and bike lanes on both sides of the street to the west of the Champion Way intersection. To the east of the intersection, Greenland Drive transitions into a 2-lane roadway with central turning median. Sidewalks and curb & gutter are located on both sides of Greenland Drive with no bike lanes within the right-of-way, as the street narrows. The Greenways, Blueways, and Bikeways Master Plan included a public desire to have bikeways from North Highland Avenue to North Rutherford Boulevard along Greenland Drive, however the Area 'C' Map identified "existing bike lanes" east of Champion Way to Brown Drive/Hanover Street, where they do not exist.

There is an existing bike/pedestrian connection between the 2 existing properties from Greenland Drive about 16-ft wide that will be rerouted per the proposed site plan to maintain access..



UTILITY MAP

Not To Scale

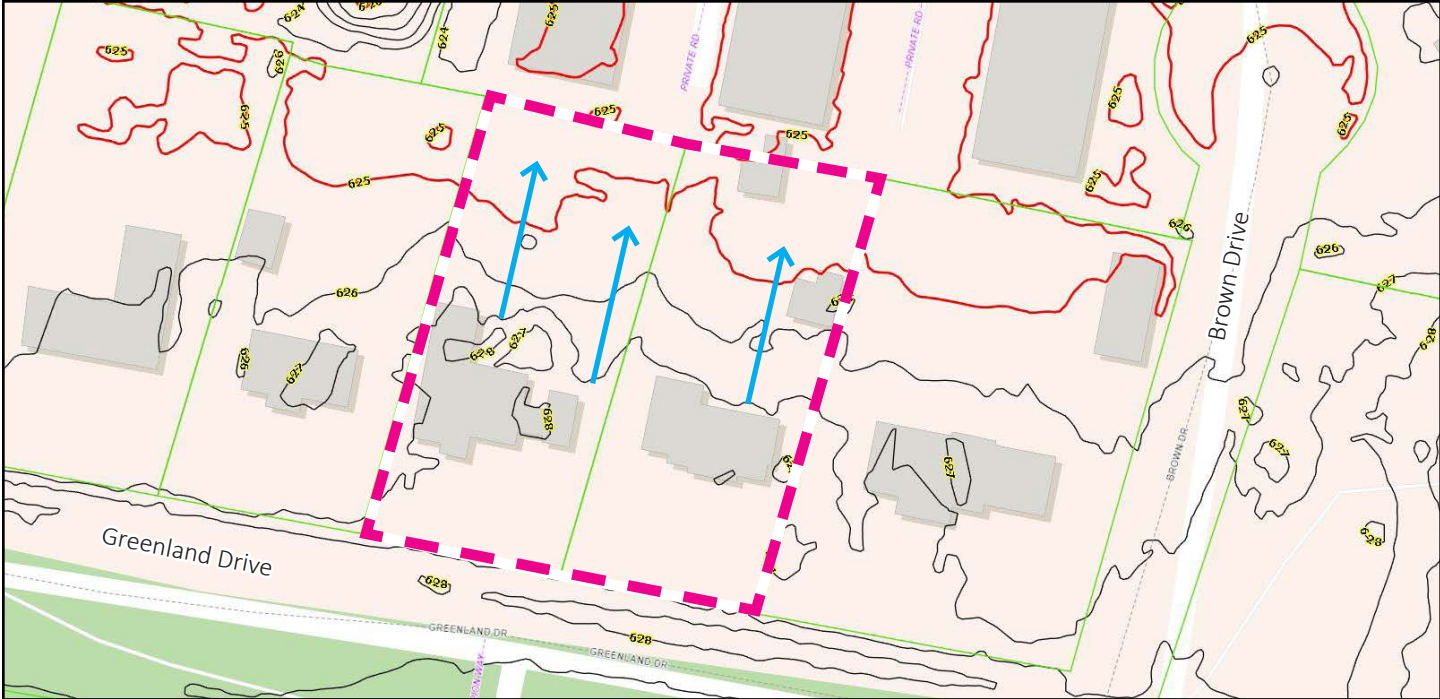


Water service will be provided by the Murfreesboro Water Resources Department. There is an existing 10 inch cast iron water line along Greenland Drive for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. There is an existing 8 inch cast iron sanitary sewer line along Greenland Drive for sanitary sewer service into the site. 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. Service will be extended from Greenland Drive. 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 southern boundary of the property. From this high point, the property drains towards the north. Stormwater that drains to the north, flows towards College Pointe Apartments and either infiltrates into the ground, or enters the existing stormwater system along Brown Drive.

No portions of this property are within a registered FEMA Floodplain or Floodway per FEMA Flood Panel 47149C0280J eff. 5/9/2023.



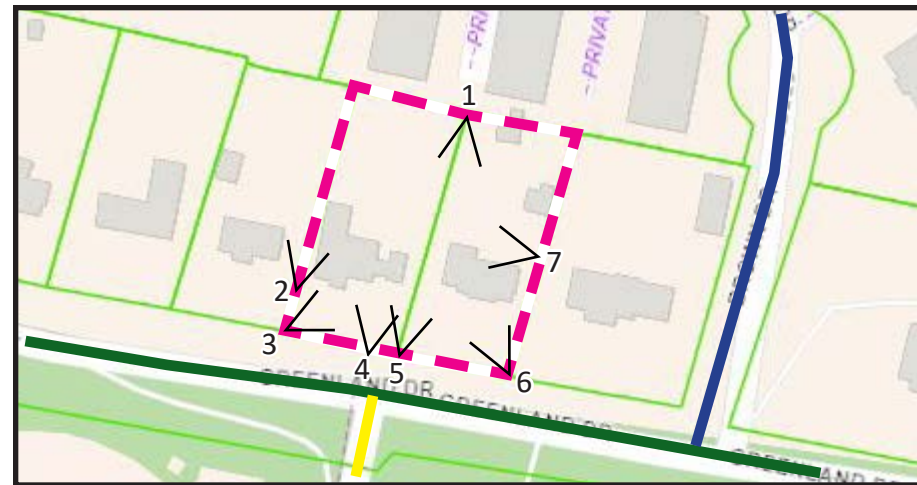


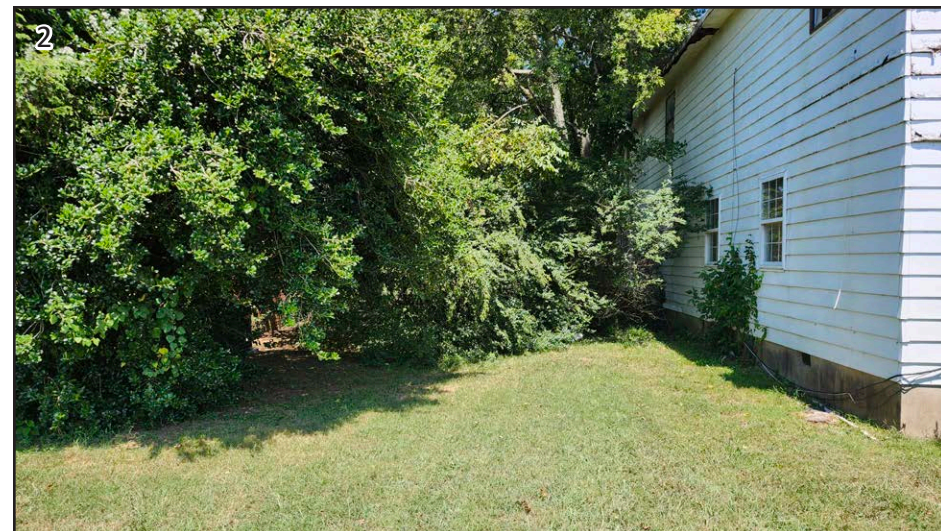
PHOTO DIRECTION MAP

Not To Scale

- Greenland Drive
- Champion Way (Private)
- Brown Drive



View of Existing 16' Wide Pedestrian/Bike Corridor Looking South



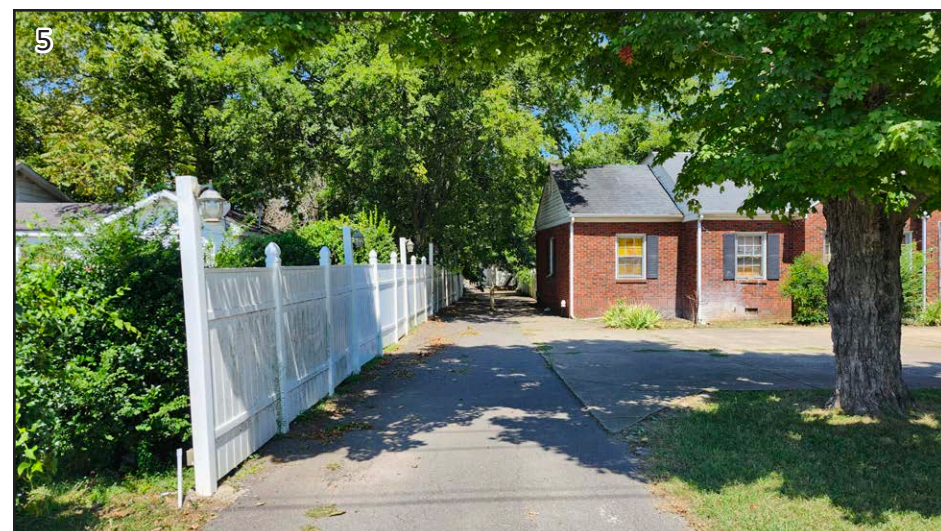
View of Western Property Line Looking North



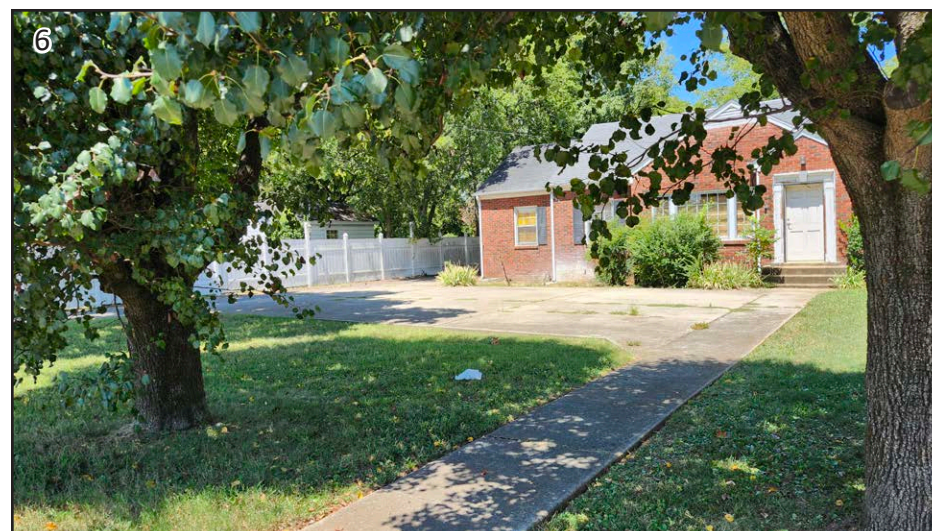
View From Southwestern Corner of Property Looking Northeast  
(1603 Greenland Drive) to be Demolished



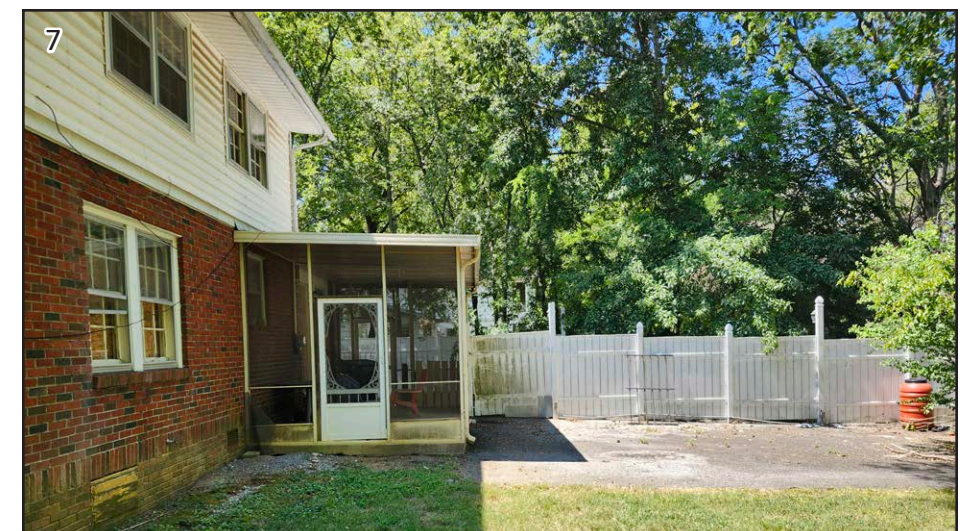
View From Proposed Intersection Looking North



View of Existing 16' Wide Pedestrian/Bike Corridor Looking North  
(1607 Greenland Drive) to be Demolished



View From Southeastern Corner of Property Looking Northwest



View from Eastern Property Line Looking West



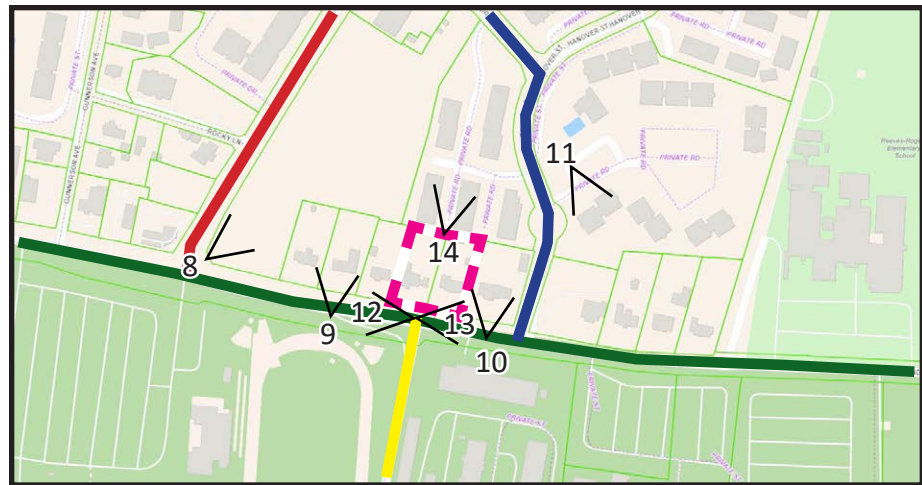


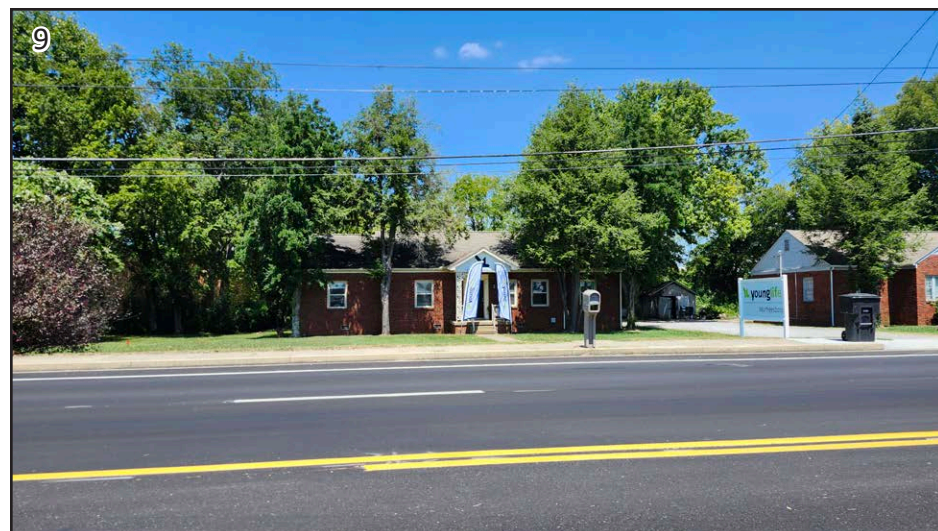
PHOTO DIRECTION MAP

Not To Scale

- Greenland Drive
- Champion Way (Private)
- Old Lascassas Road
- Brown Drive



View of Existing Commercial at Old Lascassas Road and Greenland Drive  
Looking Northeast



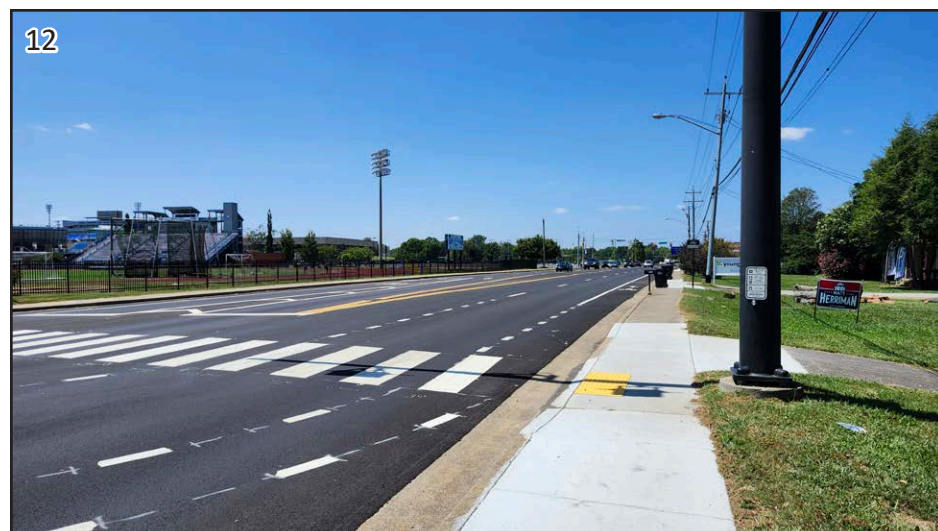
View of Neighboring Residence Looking North  
(1515& 1519 Greenland Drive)



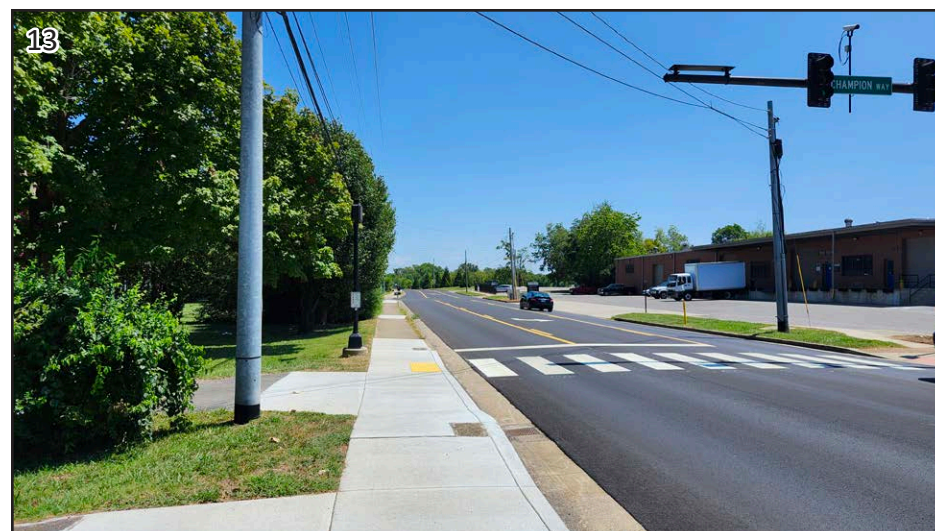
View of Neighboring Residence East of Project Looking North  
(1611 Greenland Drive)



View of Adjacent Apartment Complex Building Looking Southeast  
(The Cove at Center Pointe One)



View From Proposed Entrance Looking West



View From Proposed Entrance Looking East



View of Proposed Connection to Northern Private Drive Looking North  
(College Pointe Apartments)



<b>LAND USE DATA</b>	
Total Land Area:	±0.82 Acres
Total Land Area:	±35,839 SF
Total Number of Units:	4 Units
Density: 4 Units/0.82 Acres =	±4.88 Units/Acre
Total Required Open Space:	±0.16 Acres (20%)
Total Provided Open Space:	±0.16 Acres (20%)
Required Formal Open Space:	±2,000 SF
Provided Formal Open Space:	±2,000 SF

**Parking Requirements:**

Number of Beds per Residential Unit:  
4) 2-BDRM Units \* 2.2 Spaces/Unit) = 8.8 Spaces

Required Residential Spaces =	9 Spaces
Maximum Commercial Area:	±2,700 SF
Required (1 space/300 SF)=	9 Spaces
Total Parking Required =	18 Spaces
Total Parking Provided =	24 Spaces + 1 HC

- Residential Units
- Commercial/Mixed Use Units
- Open Space
- Roadway
- Sidewalk
- Pavers
- Pedestrian/Bike Cross-Access Easement

\*Landscaping along the 10'-8' wide pedestrian pathway shall utilize shrubs no higher than 24" and trees shall have a 7' clear trunk to establish and maintain clear sight lines for pedestrian safety.

Note: While this plan does not stub the rear driveway into the adjacent properties to the east and west and does not make accommodations for immediate connectivity to those properties, the developer is making the commitment that, should the City require those connections in the future, he will dedicate the necessary cross-access easements to implement the connectivity. This commitment will apply to any future owners of the property as well.





Development Standards:

- Development shall consist of four multi-family units and a maximum of 2,700 sqft of commercial space.
- Development will have a recorded shared parking agreement executed.
- All residential units shall have a maximum of two bedrooms.
- Each residential unit will be for rent. However, the developer or any subsequent owner of the development will retain the ability to convert these multi-family residential units to single-family residential attached dwelling units via the creation of a horizontal property regime in the future if he/she desires to do so.
- The units will be a minimum of 1,850 sqft of habitable interior living area.
- Home occupations, accessory to a principal residential use, shall be permitted in this planned development if they demonstrate that they will comply with the administrative home occupation standards in the Murfreesboro Zoning Ordinance, as they may be amended from time to time. Home occupations that do not comply with said administrative home occupation standards shall not be permitted in this planned development.
- All mechanical equipment (i.e. HVAC and transformers) to be screened via fencing or landscaping.
- HVAC units will be located at the rear or side of the building and shall be screened from public rights-of-way or HVAC units shall be located on the roof.
- All on-site utilities will be underground.
- Solid waste will be handled via a dumpster, and shall be serviced by a private hauler.
- Any solid waste enclosure will be constructed of masonry material consistent with building architecture and be at least 12” inches taller than the dumpster. Gates shall be opaque and the enclosure shall be enhanced with landscaping.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Development will reroute the existing pedestrian connection from College Pointe Apartments to Greenland Drive in the area shown for cross-access easement.
- Mail service will be provided via a CBU.
- Residential parking shall be assigned via parking signs or painted numbers/letters within the spaces. Parking shall be enforced by the building owner.
- All common areas and parking lot/drives will be owned and maintained by the property owner.
- Signage shall be held to the same restrictive covenants as recorded on Lot 18 of the North Church Subdivision located at 3119-3127 Medical Center Parkway.



EXAMPLE OF ENTRANCE SIGNAGE



EXAMPLE OF PARKING LOT LIGHTING

Allowable Uses:

While it is anticipated that the immediate end user for the commercial space will be a retail shipping tenant, the permitted uses will be as listed in the table below. Uses not identified in this table are not permitted.

ALLOWABLE USES		Proposed Use Area: Maximum of 2,700 SF	
DWELLINGS		Parking Ratio	Required Parking
Four-Family Residential	X	1.1/ Bedroom	8.8 Spaces
COMMERCIAL			
Animal Grooming Facility	X	1/ 300 SF	9 Spaces
Antique Shop <3,000 sq.ft.	X	1/ 300 SF or 5 Spaces, and 1/ Business Vehicle	9+ Spaces
Art or Photo Studio or Gallery	X	1/ 500 SF or 5 Spaces	6 Spaces
Artisan Use <3,000 sf, other than enumerated elsewhere	X	1/ 300 SF or 5 Spaces	9 Spaces
Bakery, Retail	X	1/ 500 SF or 5 Spaces	6 Spaces
Bank or Credit Union, Branch Office or Main Office	X	1/ 300 SF or 5 Spaces	9 Spaces
Book or Card Shop	X	1/ 300 SF or 5 Spaces	9 Spaces
Business and Communication Service	X	1/ 300 SF or 5 Spaces	9 Spaces
Catering Establishment	X	1/ 500 SF, and 1/ Delivery Vehicle or 5 Spaces	11 Spaces
Clothing Store	X	1/ 300 SF or 5 Spaces, and 1/ Business Vehicle	9+ Spaces
Convenience Store (≤5,000 SF)	X	1/ 300 SF or 5 Spaces, and 1/ Business Vehicle	9+ Spaces
Dry Cleaner (≤3,000 SF)(No On-Site Cleaning)	X	1/ 300 SF or 5 Spaces	9 Spaces
Financial Services (No Check Advance Businesses)	X	1/ 300 SF or 5 Spaces	9 Spaces
Fitness Studio/Personal Instruction (≤5,000 SF)	X	1/ 300 SF or 5 Spaces	9 Spaces
Flower or Plant Store	X	1/ 300 SF, and 1/ Business Vehicle or 4 Spaces	9+ Spaces
Glass-Stained and Leaded	X	1/ 300 SF or 5 Spaces, and 1/ Business Vehicle	
Grocery Store	X	1/ 250 SF	11 Spaces
Interior Decorator	X	1/ 300 SF	9 Spaces
Janitorial Service	X	1/ 300 SF	9 Spaces
Keys, Locksmith	X	1/ 300 SF	9 Spaces
Laboratories, Medical	X	1/ 300 SF	9 Spaces
Laboratories, Testing	X	1/ 300 SF	9 Spaces
Music or Dancing Academy	X	1/ 300 SF or 5 Spaces	9 Spaces
Offices	X	1/ 300 SF or 5 Spaces, and 1/ Business Vehicle	9+ Spaces
Optical Dispensaries	X	1/ 300 SF	9 Spaces
Personal Service Establishment	X	1/ 300 SF	9 Spaces
Pharmacies, Apothecaries	X	1/ 300 SF or 5 Spaces	9 Spaces
Retail Shop, other than enumerated elsewhere	X	1/ 300 SF or 5 Spaces, and 1/ Business Vehicle	9+ Spaces
Specialty Shop	X	1/ 300 SF or 5 Spaces	9 Spaces
Veterinary office	X	1/ 300 SF	9 Spaces

\* Prohibited Uses:

- Bar/Tavern
- Tobacco Sales as Primary Use
- Vape Sales as Primary Use
- No automobile sales and/or service
- Pawn Shop

\* This is not an exhaustive list of prohibited uses. The prohibited uses in this list, however, are meant to provide clarification that they are not permitted.

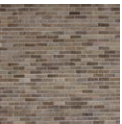


Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- The building will be 2-story
- All residential units will have 2 bedrooms
- All residential units will have an outdoor balcony area on the second floor that is roughly 200 square feet of private formal open space and roughly 120 square feet of exterior storage.
- Building shall have articulation of planes to create a varied facade along the front elevation.
- Building exterior shall consist of a mixture of materials and shall be varied to accentuate different elements along the building exterior.
- All building signage and development signage shall be designed to the City of Murfreesboro signage guidelines.

Building Materials:

Front Elevations: Masonry Materials (Brick, Stone)  
Side Elevations: Masonry Materials (Brick, Stone)  
Rear Elevations: Masonry Materials (Brick, Stone)



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



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



Example of Asphalt Shingles  
(Different colors will be allowed)



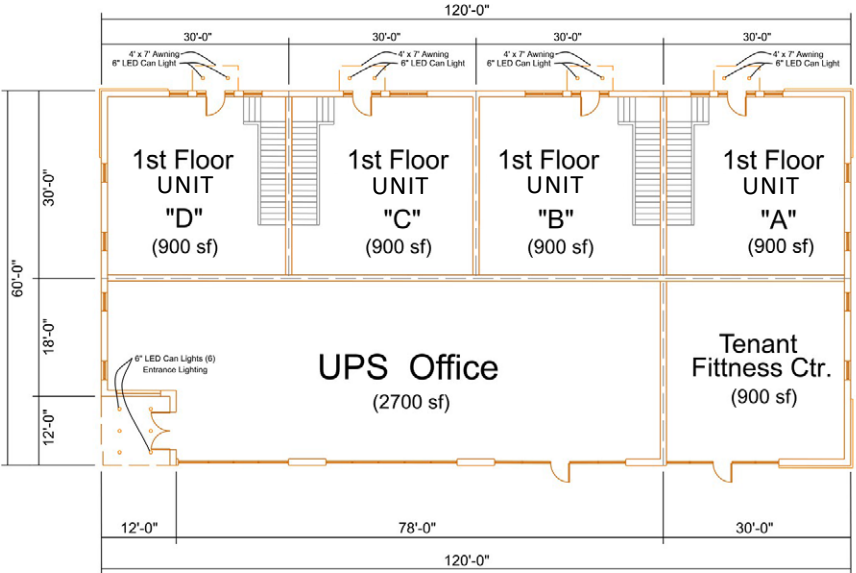
Example of Metal Seam Roof  
(Different colors will be allowed)



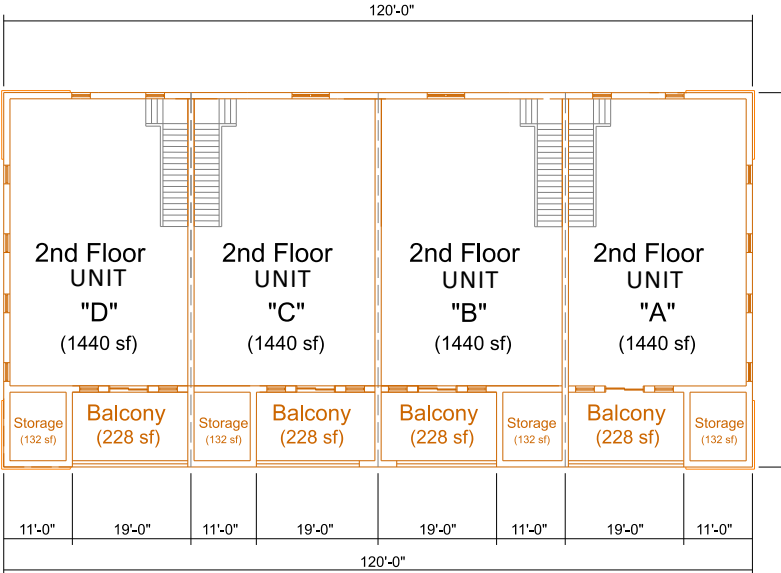
Building Setbacks to External Property Lines

Front: 42-feet  
Side: 5-feet  
Rear: 25-feet

Note: While this plan does not stub the rear driveway into the adjacent properties to the east and west and does not make accommodations for immediate connectivity to those properties, the developer is making the commitment that, should the City require those connections in the future, he will dedicate the necessary cross-access easements to implement the connectivity. This commitment will apply to any future owners of the property as well.



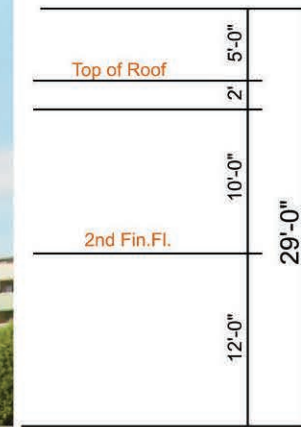
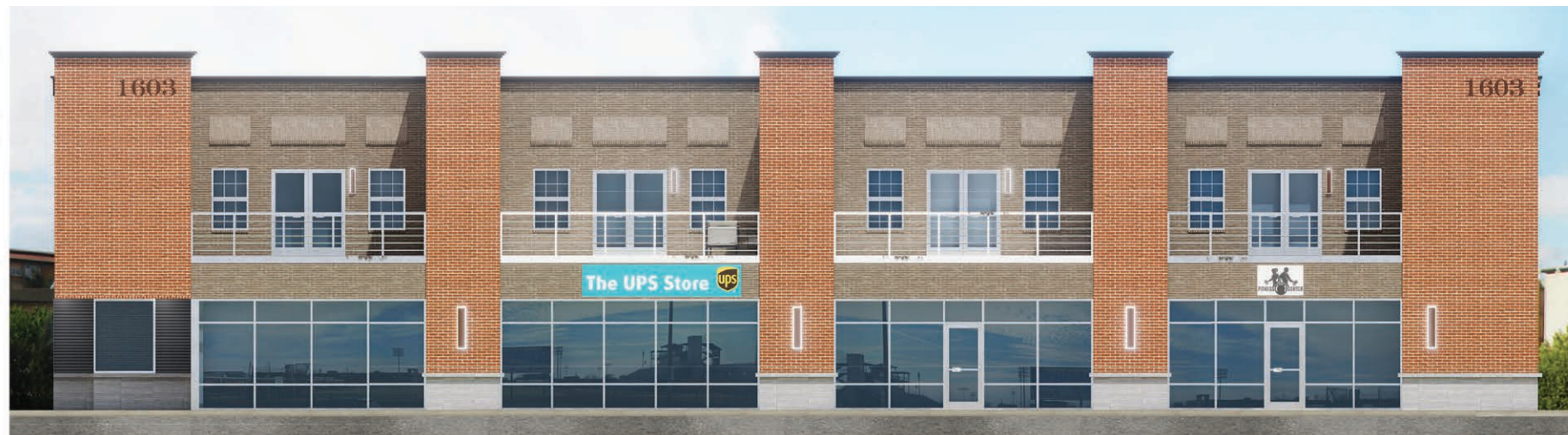
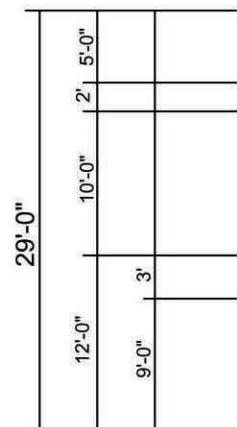
EXAMPLE OF 1ST FLOOR LAYOUT



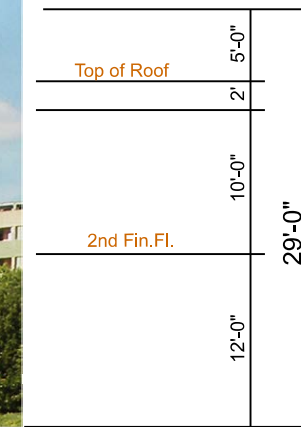
EXAMPLE OF 2ND FLOOR LAYOUT

\*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, but will be substantially similar to what is included in this pattern book.

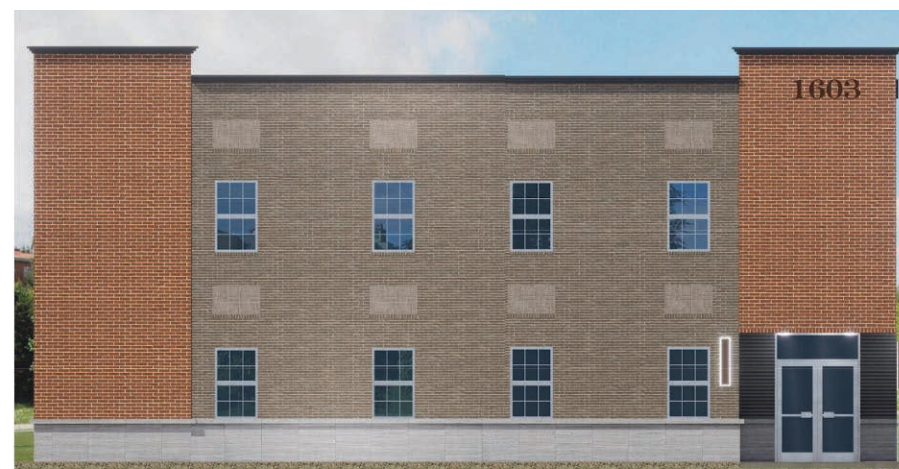




FRONT ELEVATION FACING SOUTH TOWARDS GREENLAND AVE



REAR ELEVATION (FACING NORTH TOWARDS COLLEGE POINTE APARTMENTS)



WEST ELEVATION (FACING WEST TOWARDS PRIVATE DRIVE)



EAST ELEVATION (FACING EAST TOWARDS 1611 GREENLAND DRIVE)



Pursuant to the City of Murfreesboro’s 2040 Major Transportation Plan (MTP), none of the roadways in this development are slated for improvements. Greenland Drive is a minor arterial roadway where the majority of vehicular trips generated by this development will impact. It is currently built as a 4-lane roadway with central turning median until it intersects with Champion Way, where is then transitions down to a 2-lane roadway with central turning median. Sidewalks and curb & gutter are located on both sides of Greenland Drive. There is an existing bike line along Champion Way to the south and along Greenland Drive west of Champion Way.

As stated above, the primary means of ingress/egress from this site will be onto Greenland Drive. The entrance is proposed to incorporate four travel lanes for proper circulation into and out of the development onto Greenland Drive and Champion Way. There will be one lane for traffic entering the development, and three lanes for traffic leaving the development; a right turn lane, a left turn lane, and a through lane. A cross access easement is proposed for the western side of the development. There will be a pedestrian and bicycle access easement along the pedestrian pathway traveling from Greenland Drive to College Pointe Apartments. Figure 12.1 shows the proposed entrance into the development from Greenland Drive and the conceptual restriping of the intersection. Improvements in the right-of-way shall be further studied and evaluated during site plan review.

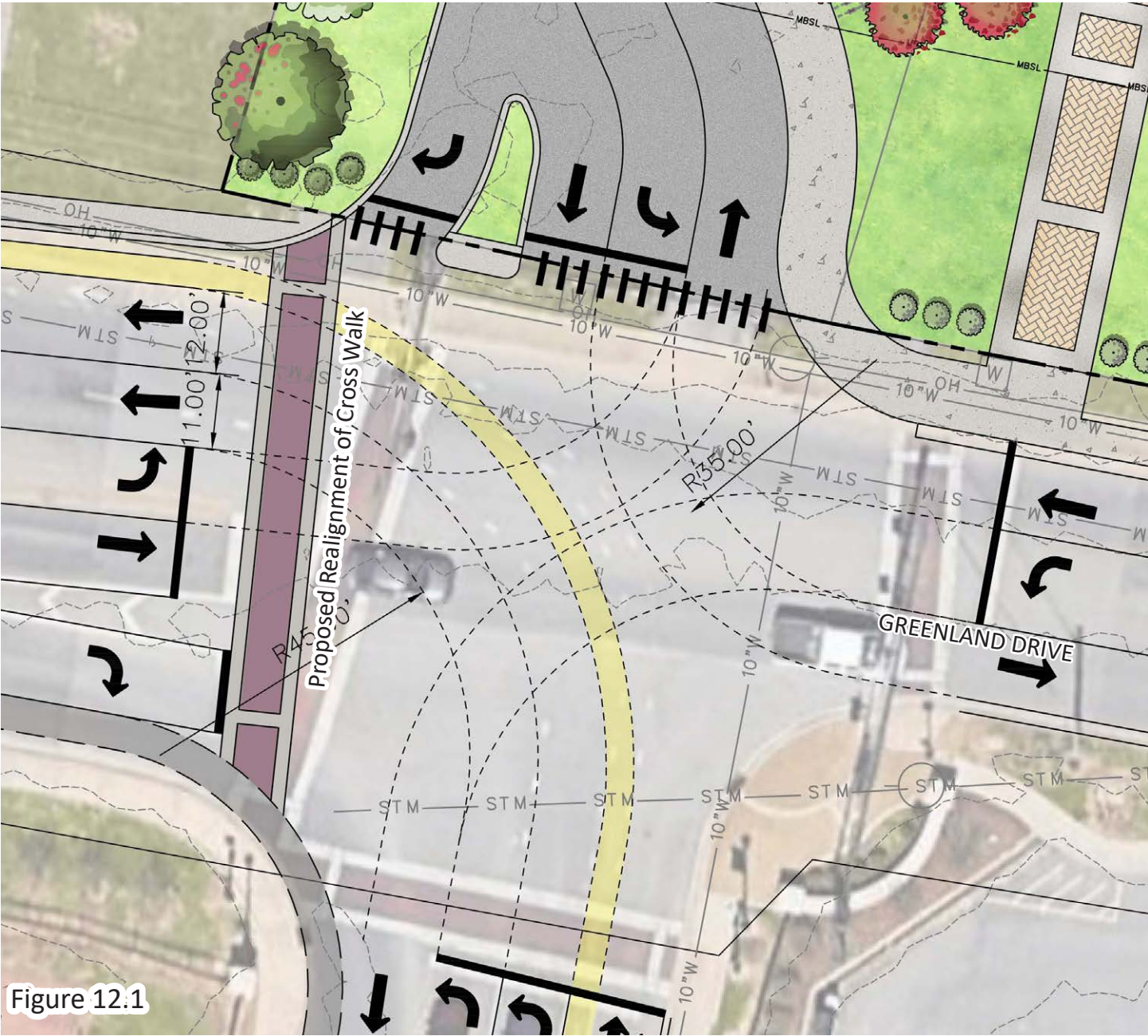


Figure 12.1

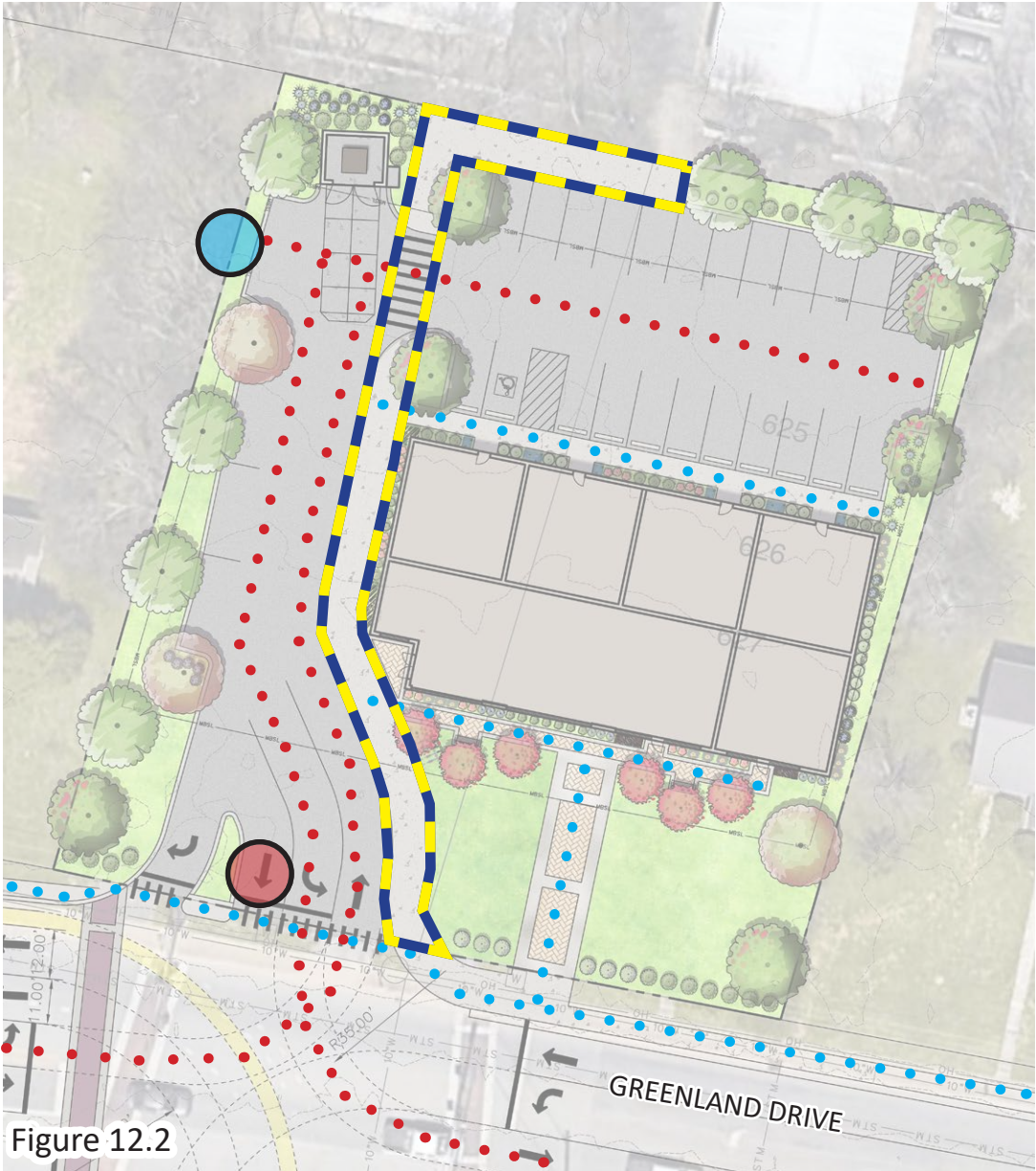
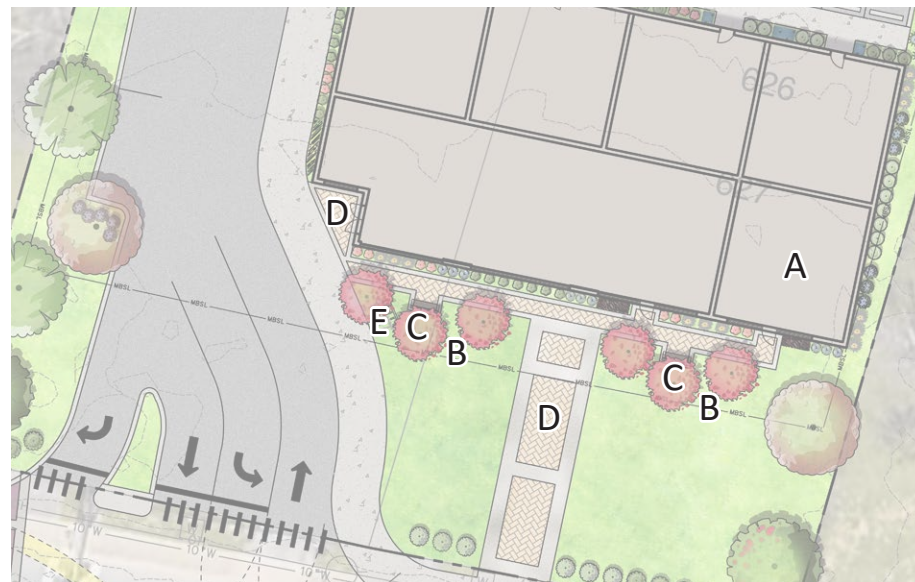


Figure 12.2

Note: While this plan does not stub the rear driveway into the adjacent properties to the east and west and does not make accommodations for immediate connectivity to those properties, the developer is making the commitment that, should the City require those connections in the future, he will dedicate the necessary cross-access easements to implement the connectivity. This commitment will apply to any future owners of the property as well.

- Proposed Entrance
- Proposed Cross Connection to West
- Pedestrian Circulation
- Vehicular Circulation
- Pedestrian/Bike Access Easement





- A Resident Fitness Center
- B Formalized Plantings
- C Outdoor Seating
- D Enhanced Hardscape
- E Bike Rack

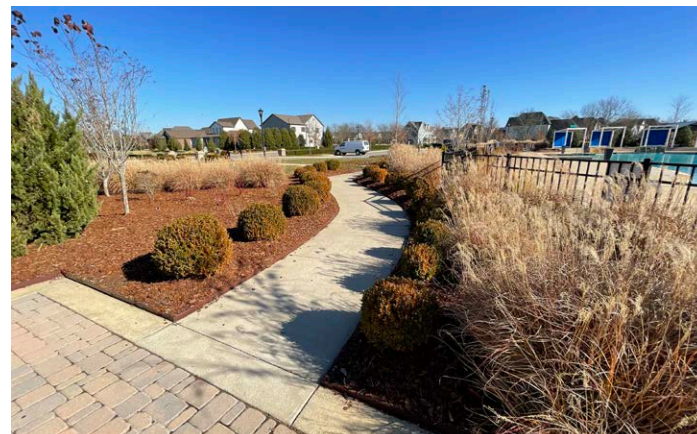
LOCATION MAP - AMENITIES

Not To Scale

With this request, Greenland Heights will be dedicating approximately 0.16 acres (20% of the site) to open space. The formal space is located at the entrance of the building and consists of a plaza with seating areas. The existing pedestrian connection that currently traverses the site will be rerouted around the west side of the building. The location for this pathway was selected to promote visibility and safety for pedestrians. Each amenity will be constructed and operational prior to the first residential unit receiving its certificate of occupancy.



Example of Resident Fitness Center



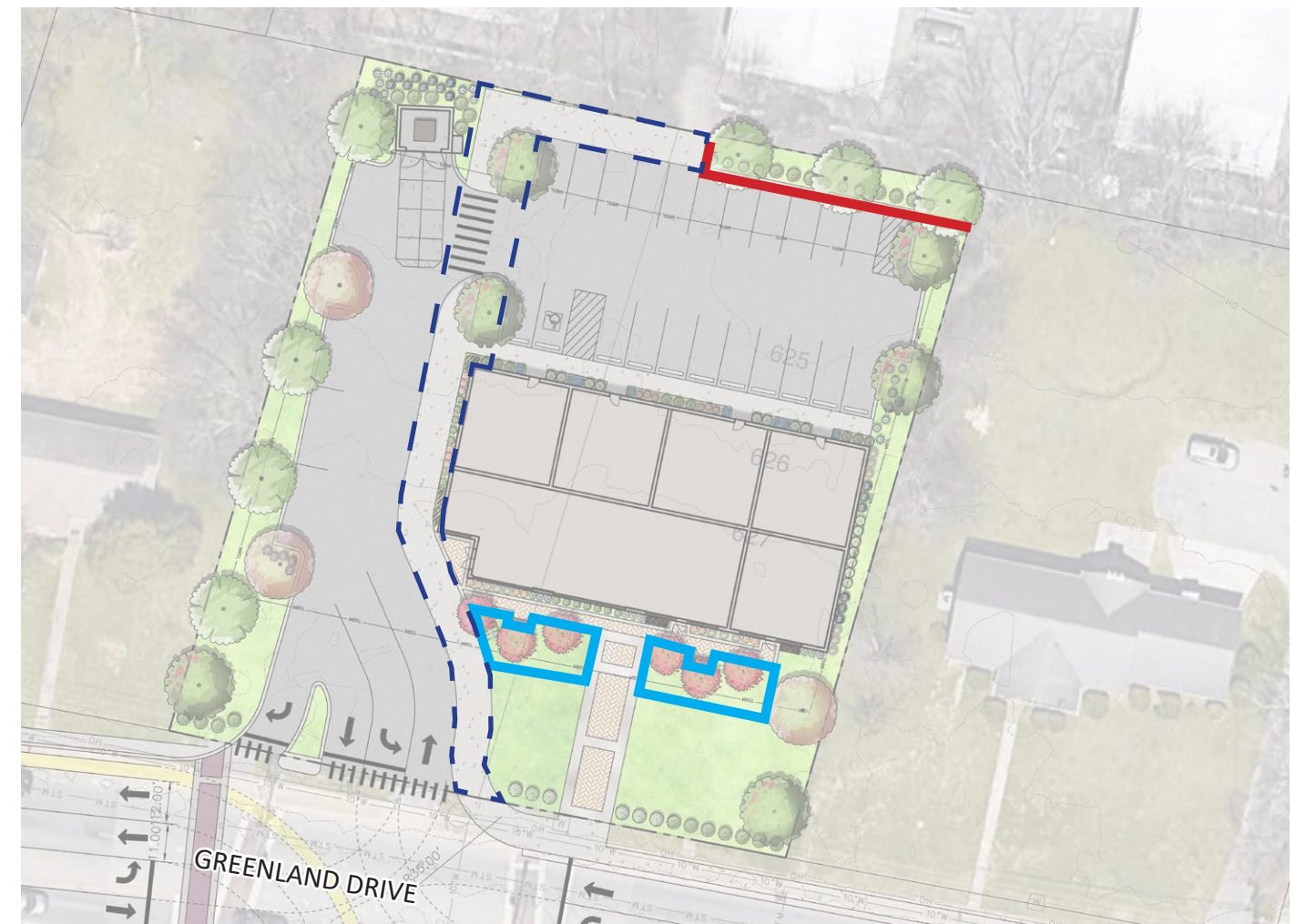
Example of Formalized Plantings



Example of Outdoor Seating



Example of Enhanced Hardscape



- Formalized Plantings
- 8'-10' Pedestrian/Bike Landscape Overlay
- Parking Lot Screen

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 5 feet of landscape area shall be required between parking and all property lines, except where the rerouted pedestrian walkway abuts the proposed parking along the northern property line.
- Landscaping along the pedestrian pathway shall utilize shrubs no higher than 24" and trees shall have a 7' clear trunk to establish and maintain clear sight lines for pedestrian safety.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- All above ground utilities and mechanical equipment screened with landscaping and/or walls.
- Solid waste enclosure screened with a masonry wall and enhanced with landscaping.
- The building will have a 3-ft wide foundation plantings along the north, east, and south side of the building and an approximately 2.5' foundation planting along the western side of the building.
- Parking areas shall be screened with evergreen shrubs to shield headlights from neighboring property to the north, except along areas that include the 8-10' pedestrian pathway.
- A minimum of 2,000 sqft of common formal open space shall be provided.



**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 & 12 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 RS-10. The surrounding area has a mixture of residential, commercial, and institutional 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 15 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 chart below.

TOTAL SITE AREA	35,839 s.f.	0.82 AC	100.00%
TOTAL MAXIMUM FLOOR AREA	12,960 s.f.	0.30 AC	36.16%
TOTAL LOT AREA	35,839 s.f.	0.82 AC	100.00%
TOTAL BUILDING COVERAGE	7,079 s.f.	0.16 AC	19.75%
TOTAL DRIVE/ PARKING AREA	13,418 s.f.	0.31 AC	37.44%
TOTAL RIGHT-OF-WAY	0 s.f.	0.00 AC	0.00%
TOTAL LIVABLE SPACE	22,421 s.f.	0.51 AC	62.56%
TOTAL OPEN SPACE	7,168 s.f.	0.16 AC	20.00%
FLOOR AREA RATIO (F.A.R.)	0.36		
LIVABILITY SPACE RATIO (L.S.R.)	0.43		
OPEN SPACE RATIO (O.S.R.)	0.80		

**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). No portions of this property lies in Zone AE, 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 4 & 12 discuss 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 Ed Stevens, 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 10-11 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 9.

Land Use Parameters and Building Setbacks				
Zoning (Existing vs Proposed)	MU (Most Relevant)	RS-10 (Existing)	Proposed PUD	Difference
Residential Density				
Maximum Dwelling Units Multi-Family	25 Units/Acre	4.4 Units/Acre	4.88 Units/Acre	-20.12 Units/Acre
Minimum Lot Area	None	10,000 SF	32,500 SF	+22,500 SF
Minimum Lot Width	100'	65'	170'	+105'
Minimum Setback Requirements				
Minimum Front Setback	15'	35'	42'	+27'
Minimum Side Setback	10'	10'	5'	-5'
Minimum Rear Setback	20'	25'	25'	0'
Land Use Intensity Ratios				
MAX F.A.R.	None	None	None	None
Minimum Livable Space Ratio	None	None	None	None
Minimum Open Space Requirement	20%	N/A	20%	0%
Minimum Formal Open Space Requirement	3%	N/A	2,000 SF	N/A
Max Height	150'	35'	30'	-120'

**REQUESTED EXCEPTIONS:**

- Requesting an exception that the side setbacks be reduced by 5 feet from a 10 foot side setback to a 5 foot side setback, which will require a ‘rated’ wall for Building and Codes Department.
- Requesting an exception that the rear landscape yard and planting requirements be eliminated along the 8’-10’ pedestrian pathway.
- Requesting an exception to the normally required 15-ft wide Type ‘D’ Buffer to be reduced to just meet the 5-ft perimeter planting standards.
- Requesting an exception to the maximum size of solid waste enclosures encroaching into the main building setbacks be increased from 200 sqft to 300 sqft.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 5, 2025

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

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

**STAFF PRESENT**

Ben Newman, Dir. of Land Mngt. & Planning  
Matthew Blomeley, Assistant Planning Director  
Richard Donovan, Principal Planner  
Brad Barbee, Principal Planner  
Carolyn Jaco, Recording Assistant  
Teresa Stevens, Sign Administrator  
John Tully, Assistant City Attorney

**1. Call to order.**

Chair Kathy Jones called the meeting to order.

**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 February 19, 2025 Planning Commission meeting.**

Ms. Jami Averwater made a motion to approve the minutes of the February 19, 2025 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

Aye: Jami Averwater  
Tristan Carroll  
Ken Halliburton



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 5, 2025

Zoning application [2025-402] to amend the existing PCD zoning (Cannonsburg Place PCD) on approximately 23.4 acres located along Joe B Jackson Parkway and Shelbyville Pike, Wal-Mart Real Estate Business Trust 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. Kyle Tschirhart (developer's representative) was in attendance representing the application.

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

There being no further discussion, Mr. Tristan Carroll made a motion to approve the PCD zoning amendment subject to all staff comments; the motion was seconded by Mr. Reggie Harris 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 [2025-403] for approximately 0.82 acres located along Greenland Drive to be rezoned from RS-10 to PUD (Greenland Heights PUD), Rajesh Aggarwal applicant. Mr. Matthew Blomeley presented the Staff Comments

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 5, 2025

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. Brian Grover (landscape architect) and Mr. Rob Molchan (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.

The Planning Commissioners discussed the proposed site layout and the proposed list of permitted uses.

Mr. Brian Grover stated they would address the Planning Commissioners concerns.

Chair Kathy Jones opened the public hearing

1. **Mr. Dylan Franks, 926 Leaf Avenue** – he is in favor of the rezoning request due to the need for additional student housing near the university but also expressed concerns regarding traffic at this location.

Chair Kathy Jones closed the public hearing.

There being no further discussion, Mr. Shawn Wright made a motion to approve the zoning application subject to all staff comments as well as 1) the applicant working with Staff prior to City Council to see if it is possible to add parallel parking spaces on the west side of the entrance drive and 2) this development will be subject to the same restrictive covenants on signage that were recorded for the development at 3119-3127 Medical Center Parkway; the motion was seconded by Ms. Jami Averwater and carried in favor by the following vote:

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 5, 2025

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

**Sign Ordinance amendment [2025-801] to amend Article 1, Section 25.2-2 (Definitions and Interpretation) and Article 2, Section 25.2-26 (On-site permanent sign requirements) regarding “second-floor signs”, City of Murfreesboro Building and Codes Department applicant.** Ms. Teresa Stevens presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

There being no further discussion, Vice-Chairman Ken Halliburton made a motion to approve the Sign Ordinance amendment subject to all staff comments; the motion was seconded by Mr. Tristan Carroll and carried in favor by the following vote:

Aye: Tristan Carroll  
Ken Halliburton  
Reggie Harris  
Bryan Prince  
Shawn Wright

**ORDINANCE 25-OZ-13** 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 0.82 acres located along Greenland Drive from Single-Family Residential Ten (RS-10) District to Planned Unit Development (PUD) District (Greenland Heights PUD); Rajesh Aggarwal, applicant [2025-403]

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

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

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

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

Passed:

1<sup>st</sup> reading \_\_\_\_\_


2<sup>nd</sup> reading \_\_\_\_\_

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

ATTEST:

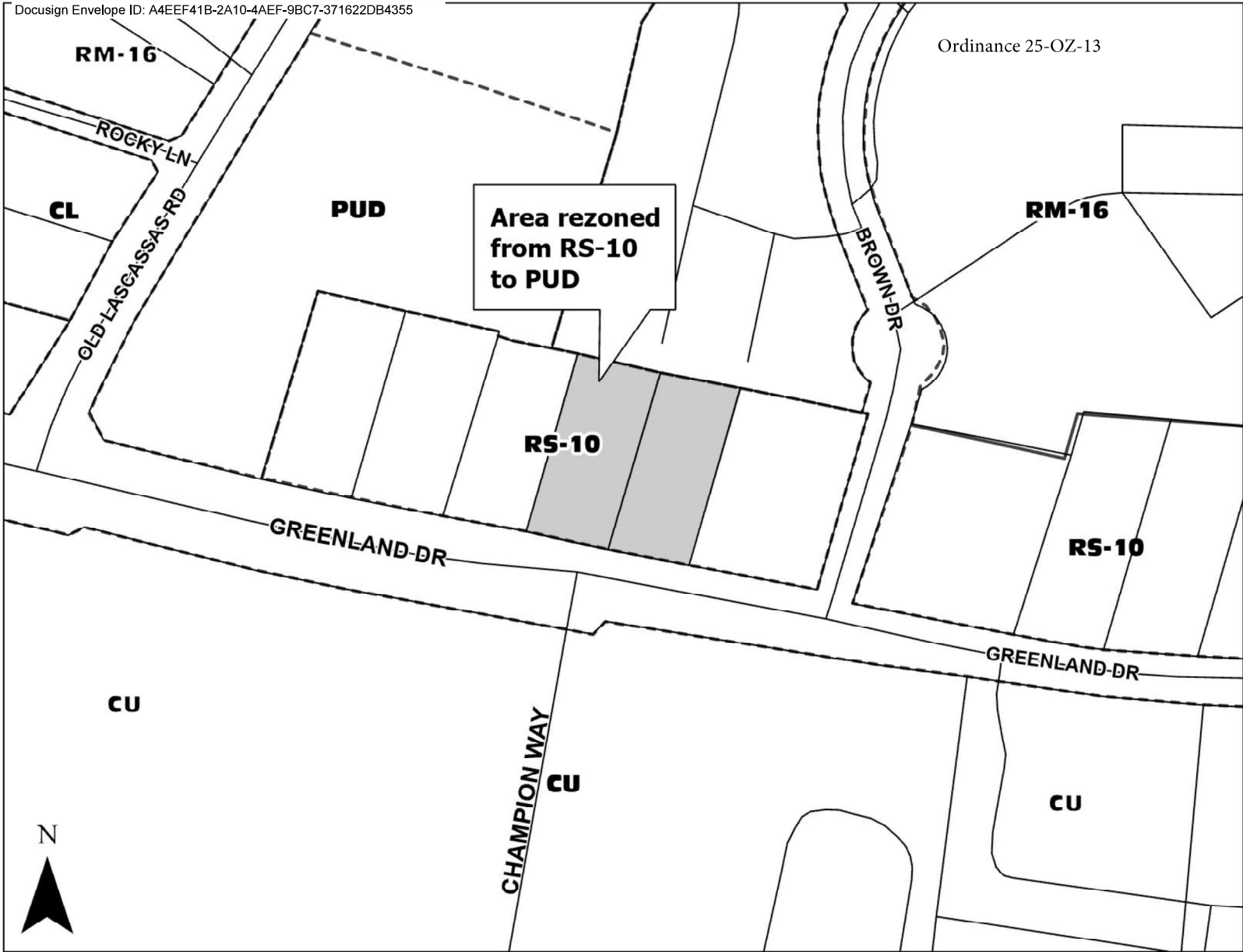
\_\_\_\_\_  
Erin Tucker  
City Recorder

APPROVED AS TO FORM:

Signed by:  
  
\_\_\_\_\_  
43A2635E51F9401...  
Adam F. Tucker  
City Attorney

SEAL





# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

---

**Item Title:** Amending the PCD zoning for property along Joe B Jackson Parkway  
[Public Hearing Required]

**Department:** Planning

**Presented By:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

**Summary**

Amending the PCD zoning of approximately 23.4 acres located at the southeast corner of Joe B Jackson Parkway and Shelbyville Pike.

**Staff Recommendation**

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of this zoning request on March 5, 2025.

**Background Information**

Wal-Mart Real Estate Business Trust presented to the City a zoning application [2025-402] to amend the existing PCD (Planned Commercial District) zoning on approximately 23.4 acres located along the south side of Joe B Jackson Parkway. During its regular meeting on March 5, 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 enable the development of a convenience market with fuel pumps at the existing Wal-Mart on Joe B Jackson Parkway, creating employment opportunities for the community and generating tax revenue for the City. In addition, this will provide an additional fueling option for motorists at a heavily traveled intersection of two major arterial roadways.

**Attachments:**

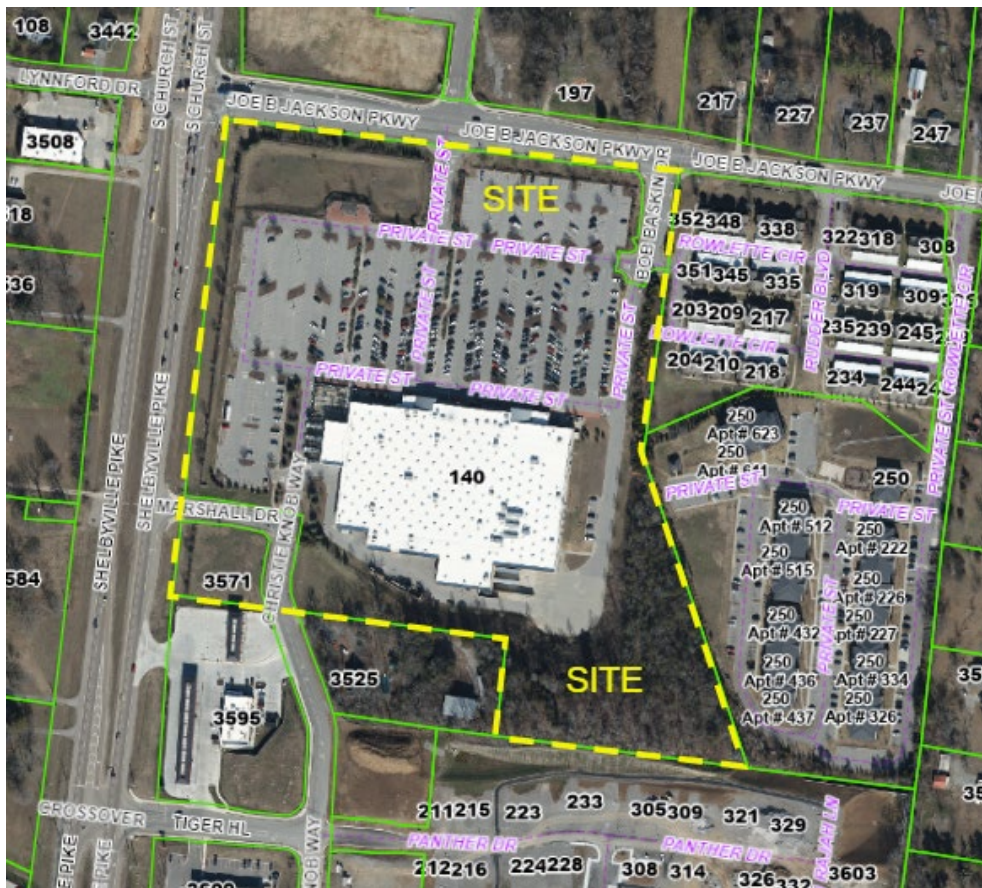
1. Ordinance 25-OZ-12
2. Maps of the area

3. Planning Commission staff comments from 03/05/2025 meeting
4. Planning Commission minutes for 03/05/2025 meeting
5. Amended Cannonsburg Place PCD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
MARCH 5, 2025  
PROJECT PLANNER: RICHARD DONOVAN**

- 5.b. Zoning application [2025-402] to amend the existing PCD zoning (Cannonsburg Place PCD) on approximately 23.4 acres located along Joe B Jackson Parkway and Shelbyville Pike, Wal-Mart Real Estate Business Trust applicant.**

Wal-Mart Real Estate Business Trust, the applicant, is requesting an amendment to the PCD (Cannonsburg Place PCD) for a property located on the south side of Joe B Jackson Parkway and the east side of Shelbyville Pike. The property encompasses approximately 25.2 acres and is currently developed as a Wal-Mart Supercenter. The Cannonsburg Place PCD (Planned Commercial District) was approved in 2008. The site plan for the Wal-Mart Supercenter was approved in November 2012 with additional site plans for outdoor storage, approved March of 2018, and two for pickup expansions in December of 2022 and September of 2023, respectively. The subject property is identified as Tax Map 136, Parcel 006.04.





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

The adjacent properties are mixture of residential and commercial and zoned accordingly. To the north is the Marketplace at Savannah Ridge PUD (Planned Unit District) which includes Aldi and undeveloped land. To the west is the Villas of Baskinwood PRD (Planned Residential District) townhome development and Chaney Ridge Apartments which is zoned RM-16 (Residential Multi-Family). To the south is Tiger Hill Townhomes PRD and CH (Commercial Highway) zoning which includes the Racetrac gas station and a single-family residence. The properties to the west across Shelbyville Pike are zoned CH which includes a liquor store and existing single-family residential.

### **Cannonsburg Place PCD Existing**

The existing PCD (Cannonsburg Place PCD) consists of 25.9 acres that includes a site for up to 204,000 square foot “big box” retail store, a remote fueling station, and a remote pharmacy drop-off. Most elements within the PRD remain consistent with prior approvals and are highlighted as follows:

- **Design standards:**
  - Building materials include stone veneer, split-face block, and dryvit. All elevations will be at least 50% masonry.
  - Mechanical units will be screened with faux stone columns and ornamental fencing.
  - Shopping cart storage areas will be screened with planter boxes.
  - Loading docks will face away from the public right-of-way.
- **Open Space and Landscaping:**
  - Over 25% open space has been provided and will remain.
  - The 3.3% formal open space which includes a pergola seating area.
  - Raised planters are being used to break up the façade and mass of the “big box.”
  - The four-rail wooden fence with stone columns will remain along the major thoroughfares.

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

The Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan designates the project area as ‘Commercial General’ (GC), which is considered the most appropriate land use character, as indicated on the map below. The Commercial General land use category aims to promote the following characteristics and development types:

Characteristics:

- Significant portions of development sites devoted to vehicular access drives, circulation routes, surface parking, and loading/delivery areas;
- May include formal open space;



### **Cannonsburg Place PCD Proposed Amendment**

The applicant is proposing to amend two elements of the existing PCD:

1. to add a fueling center with convenience store
2. and reduce the parking ratio.

#### **Fuel Center with convenience store**

The current PCD does allow a fueling center with a much smaller footprint. The existing PCD would permit fuel pumps with a walk-up kiosk. The applicant is requesting to include a fuel canopy with 9 fuel pumps which will have stone wrapped columns as currently required in the PCD. The main change to the fuel center will come with the addition of a 1,618 walk-in convenience store. The fuel center and convenience store are located on the northeast corner of the parcel near the Villas of Baskinwood townhome development. The applicant has proposed a heavy landscaping buffer along the eastern edge of the fuel center to provide buffering to the residential use. A landscaping plan is included in the pattern book on page 13. Architecture will mimic that of the existing building, including the brick, stone, and dryvit materials. The base of the building will also include planter boxes to draw from the architecture of the primary structure.

Staff has been working with the applicant to make changes to the PCD based on feedback from the Planning Commission at the last meeting. The applicant has made the following changes to the PCD:

- Add language to require a Type C buffer along the western edge of the proposed fuel center. This language has been added to Page 13.
- Include details on the proposed gas station lighting to ensure light is directed downward on the site and not toward the adjacent residences. The applicant has provided an initial photometric plans that demonstrates 0.0 foot candle reading at the Baskinwood Townhomes property line. The PCD also states that the 0.5 foot candle reading will be provided at the right-of-way line of Bob Baskin Drive, which is on page 7.
- Include hours of operation for the fuel center and convenience store. This language has been added to Page 7.

#### **Parking Ratio**

The current PCD has a 4.70 stalls per 1,000 square feet of sales floor area parking requirement. The applicant is proposing to reduce the parking ratio to 2.50 stalls per 1,000 square feet. The 2.50 spaces per 1,000 square feet is equivalent to the Zoning Ordinance requirement for discount stores, which is 1 space per 400 square feet. The proposed fuel center and convenience store contribute to the loss of 86 parking spaces. Below is a table comparing the required and provided spaces for the existing parking ratio and proposed parking ratio.

	Floor Area	Ratio	Required spaces	Provided Spaces
Existing	124,998 sf	4.70 per 1,000 sf	587	683
Proposed	126,616 sf	2.50 per 1,000 sf	317	596
Difference	+1,618 sf	- 2.20 per 1,000 sf	- 270	- 87

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

1. If the fuel center location is appropriate next to the adjacent residential uses.
2. If the landscape screening is adequate or needs fencing or other elements to provide additional screening and buffering for the adjacent residential uses.
3. If the reduction in the minimum parking requirement is appropriate.

**Staff recommendation:**

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

1. The PCD zoning is consistent with the FLUM of the Comprehensive Plan which supports automobile service-related enterprises and “Big-box” commercial stores.
2. The parking ratio is consistent with the Zoning Ordinance which would support the proposed and existing uses on site.
3. The design elements of the proposed fuel center and convenience store mirror those of the existing approved development. This consistency helps maintain a cohesive visual identity and minimizes any disruptive changes to the established character of the area.
4. The proposed Type C buffer, along with the existing vegetation, will help minimize any potential impacts on the adjacent residential properties.

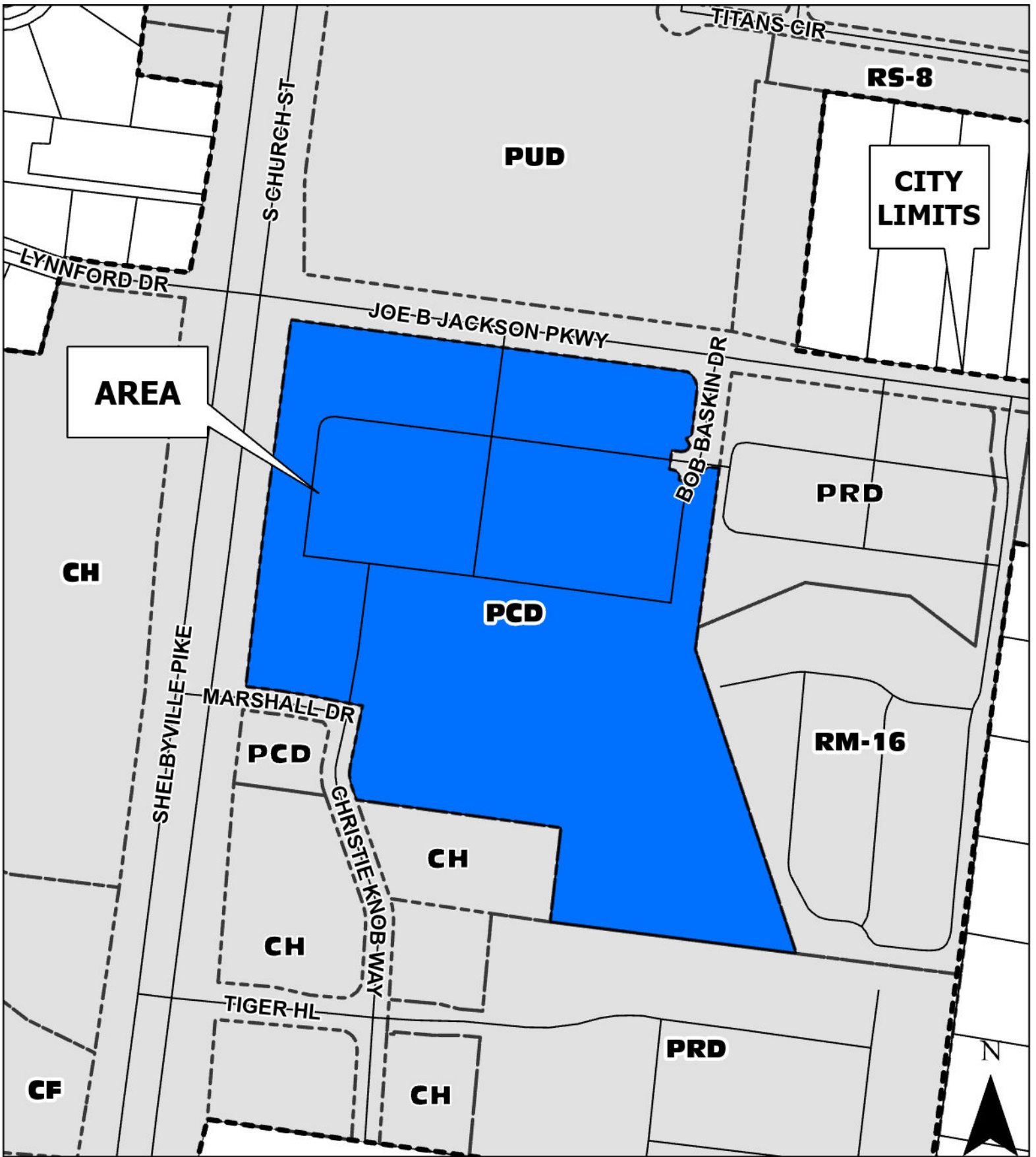
**Action Needed:**

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

**Attachments:**

Ortho Map  
Non-ortho maps  
Pattern Book





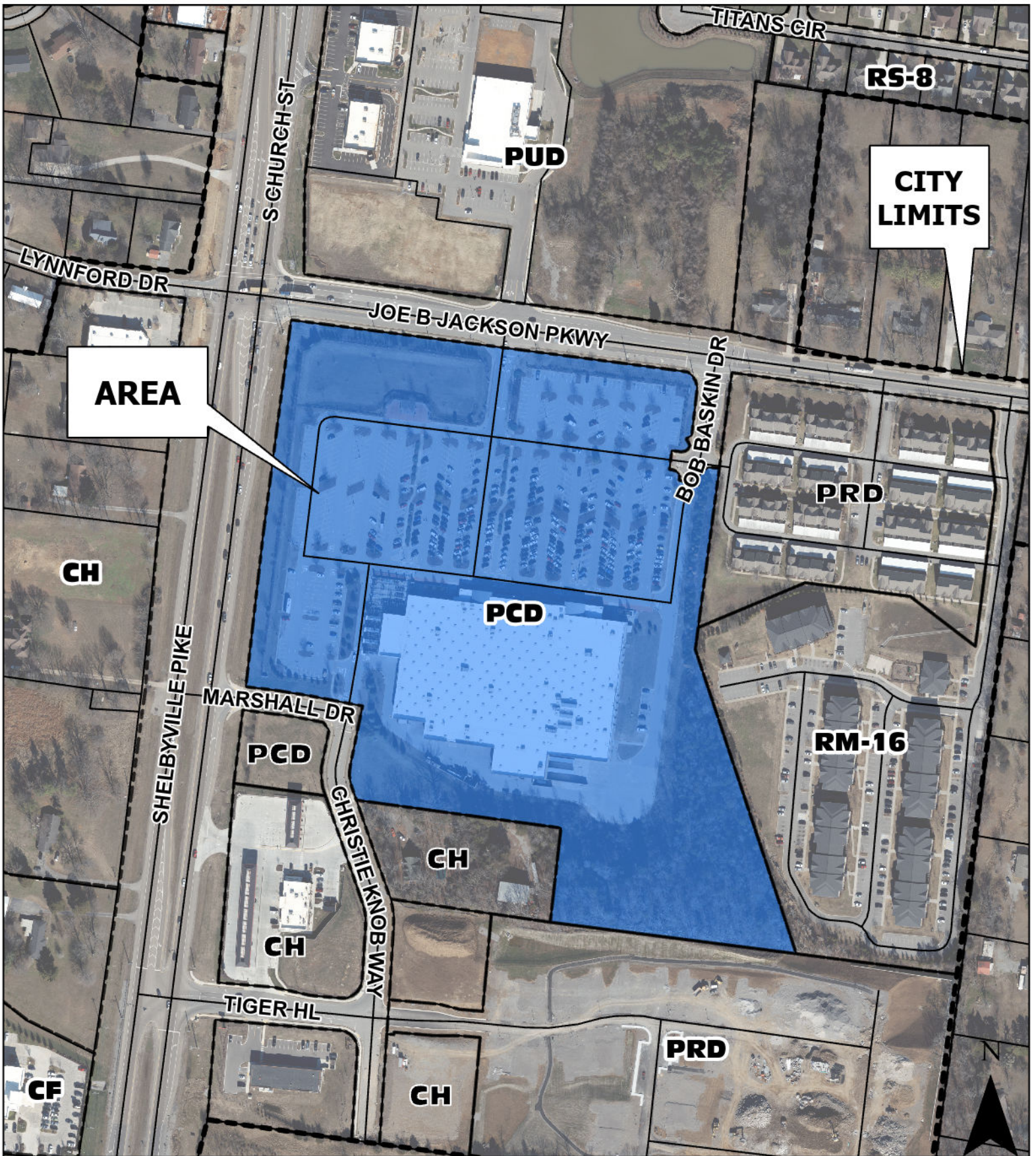
Zoning Request for property along  
Joe B Jackson Parkway & Shelbyville Pike  
PCD Amendment (Cannonsburg Place PCD)



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

165 330 660 990 1,320 US Feet





Zoning Request for property along  
Joe B Jackson Parkway & Shelbyville Pike  
PCD Amendment (Cannonsburg Place PCD)

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165 330 660 990 1,320  
US Feet





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

Creating a better quality of life

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:** Kyle Tschirhart - Carlson Consulting Engineers

**Address:** 7068 Ledgestone Commons **City/State/Zip:** Bartlett, TN 38133

**Phone:** (210) 787-6303

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

**PROPERTY OWNER:** Wal-Mart Real Estate Business Trust

**Street Address or property description:** 140 Joe B Jackson Pkwy, Murfreesboro, TN 37127

**and/or Tax map #:** 136 **Group:** 6 **Parcel (s):** 4

**Existing zoning classification:** PCD

**Proposed zoning classification:** PCD (Amended) **Acreage:** 23.38 Acres

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

**E-mail:** \_\_\_\_\_

**APPLICANT'S SIGNATURE (required):** Kyle Tschirhart

**DATE:** 01/15/2025

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

**Date received:** \_\_\_\_\_

**MPC YR.:** \_\_\_\_\_

**MPC #:** \_\_\_\_\_

**Amount paid:** \_\_\_\_\_

**Receipt #:** \_\_\_\_\_



AMENDED FOR AN  
ADDITION OF A FUEL  
STATION WITH  
CONVENIENCE STORE

*An Application for  
Annexation and Rezoning  
To  
A Planned Commercial  
Development for*

INITIAL AMENDMENT SUBMITTAL  
AMENDMENT CHANGING PAGES: 1, 2, 4, 5, 6, 7,  
8, 9, 13, 17, 18, 19  
JANUARY 16, 2025

RESUBMITTED  
FEBRUARY 25, 2025 FOR THE MARCH 5, 2025  
PLANNING COMMISSION MEETING

RESUBMITTED  
MARCH 17, 2025 FOR THE APRIL 17, 2025  
CITY COUNCIL PUBLIC HEARING

**SEC, INC.**  
Engineers, Surveyors, & Land Planners  
850 Middle Tennessee Blvd  
Murfreesboro, TN 37129  
Contact: Matthew Taylor




Submitted for City Council Public Hearing to be held on January 17, 2008  
As Approved by Murfreesboro Planning Commission on November 7, 2007

DEVELOPED BY:

**Walmart**   
Save money. Live better.

WALMART, INC.  
702 SW 8TH STREET  
BENTONVILLE, AR 72716  
(479) 273-4000

ENGINEER:

 **CARLSON  
CONSULTING  
ENGINEERS, INC.**  
7068 LedgeStone Commons, Bartlett, TN 38133  
Phone (901) 384-0404 • Fax (901) 384-0710

**M & W Murfreesboro,  
Joint Venture**

Developers

125 International Blvd, Suite 200

LaVergne, TN 37086

Contact: Ralph Knauss: 471-5060

Glenn Wilson: 844-0180

RECEIVED

DEC 10 2007

**Heibert & Associates, LLC**  
Planners & Landscape Architects  
1894 Gen. George Patton Dr., Suite 400  
Franklin, TN 37067-4665  
Contact: Connor Ball, ASLA



# CANNONSBURG PLACE

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# INTRODUCTION



Inspiration for the name of Cannonsburg Place came from the site's close proximity to the historical marker that preserves the roots of Murfreesboro's origins. Just to the north of County Farm Road lies a state historical marker (shown below) that briefly describes Murfreesboro's beginnings as the Cannonsburg settlement until the city was founded in 1811.

### The Request

M&W Murfreesboro Joint Venture(M&W) is requesting the annexation of Parcel 7 of Tax Map 136 (1.6 acres), and the rezoning of Parcels 6.02, 6.04, & 7 of Tax Map 136 (25.9 acres). Additionally, M&W is requesting that a 60 foot right-of-way, shown directly south of the main property, be annexed into the City of Murfreesboro for the purpose of providing a full access public road connection to South Church Street.

The subject property is located directly south of County Farm Road and directly east of South Church Street. The majority of the site is currently located within the city limits and is zoned RS-15 while the remainder is currently located in the county with a zoning of R-15. The requested rezoning of the subject property is from its current residential classification to a Planned Commercial Development (PCD) suitable for a large single tenant “Big Box” retail commercial use.



## Vision & Commitment

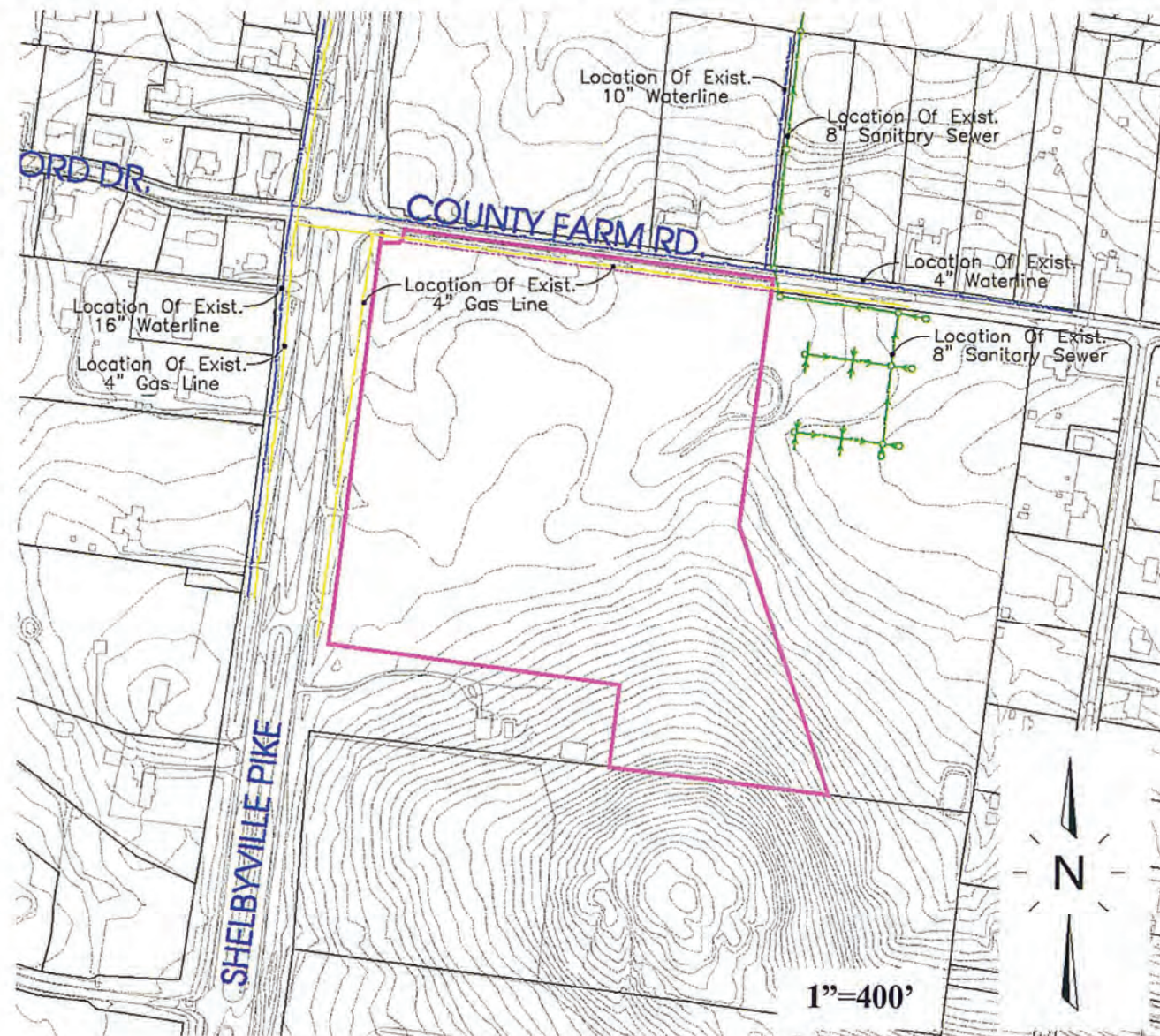
Cannonsburg Place, as envisioned, is shown to the left. Just as Cannonsburg signaled entrance of a new destination for settlers coming into the area, the developers of Cannonsburg Place are committed to creating retail destination for consumers in the area. Through this commitment, M&W Murfreesboro, Joint Venture will provide a high-quality development that will fulfill a major commercial sub-regional need for South Murfreesboro and the surrounding areas. In so doing, area residents will benefit by both the accessibility to the site and the wide array of services and merchandise that will be provided as a result of this retail destination.



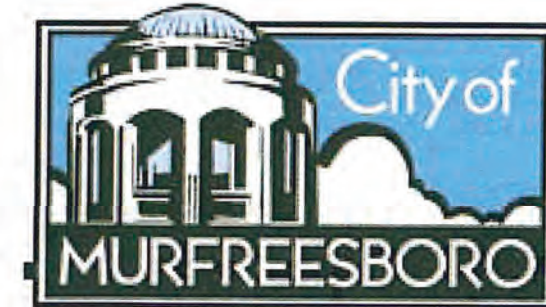
# CANNONSBURG PLACE

## EXISTING CONDITIONS

### RIGHTS-OF-WAY, UTILITIES, & TOPOGRAPHY



Existing topography indicates that the site consists of 2 distinct drainage basins. One basin drains to the east into the Baskinwood development while the other basin drains to a culvert at the northwest corner under County Farm Road. On-site stormwater detention will be provided as shown on the conceptual site plan. Final design for on-site detention will be done in a manner to limit the post-development peak flows to pre-development levels.



The property has access to public rights-of-way at 4 points. Two access points will be from County Farm Road and two will be from South Church Street (U.S. 231)



Sewer service is located at the northeast property corner. Sanitary sewer will be provided by Murfreesboro Water and Sewer Department



Gas service is along County Farm Road and South Church Street and is provided by Atmos Energy.

Consolidated Utility District of Rutherford County



Water service is located along the west side of South Church Street and at the northeast corner of the property like the sewer. Water will be provided by the Consolidated Utility District.



ELECTRIC SERVICE IS PROVIDED BY MIDDLE TENNESSEE ELECTRIC

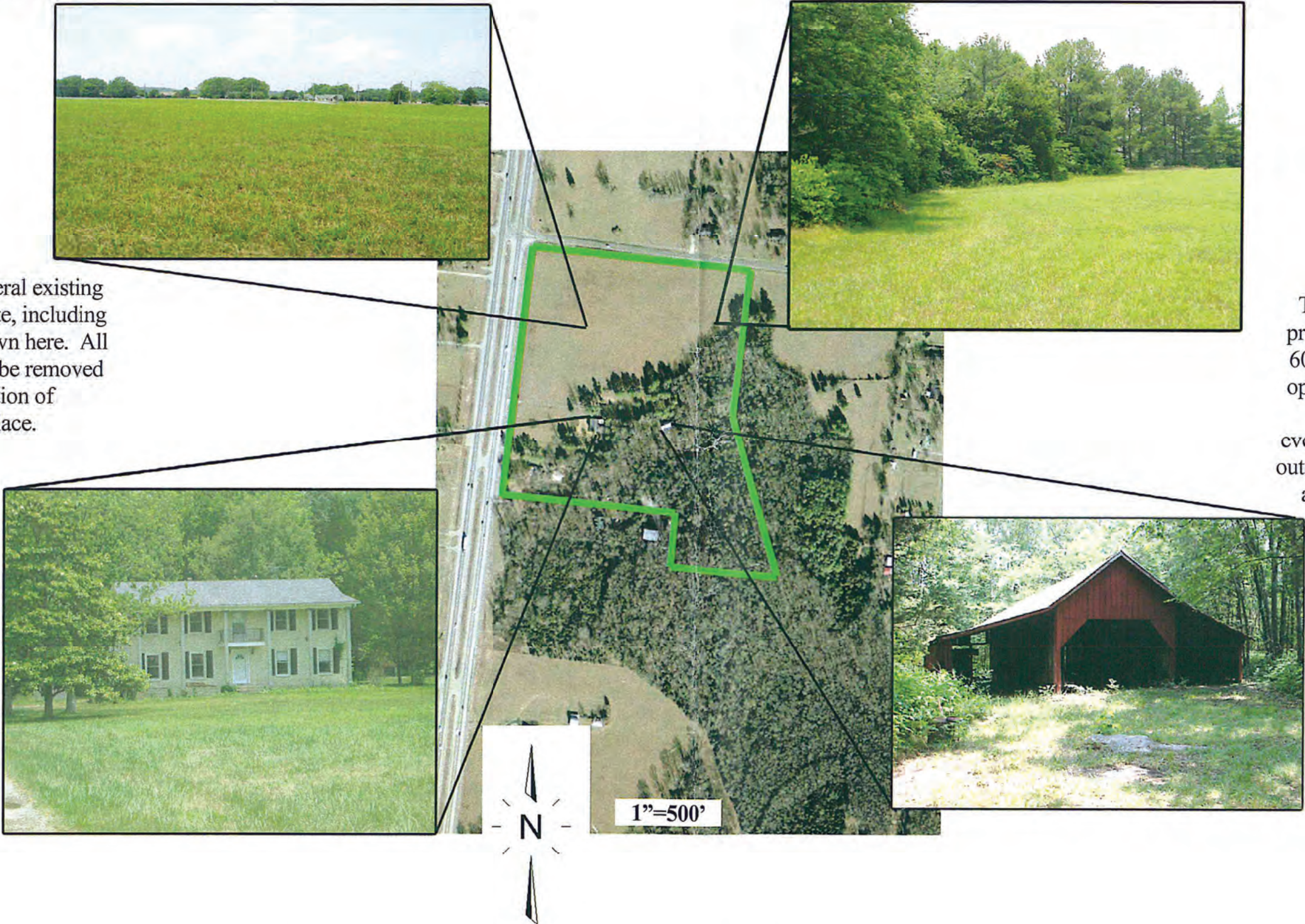


# CANNONBURG PLACE

## EXISTING CONDITIONS (CONT.)

### PHYSICAL FEATURES

Presently there are several existing structures located on-site, including the house and barn shown here. All of these structures will be removed with the construction of Cannonsburg Place.



The existing ground cover on the property is split with approximately 60% being wooded and 40% being open pasture. The woods are dense and made up of a mixture of evergreens and hardwoods with rock outcropping becoming more common as the ground elevation ascends.



# CANNONBURG PLACE

## EXISTING CONDITIONS (CONT.)

### SURROUNDING USES AND ZONINGS

The Savannah Ridge development contains a mixture of commercial and residential properties. The Marketplace at Savannah Ridge obtained its PCD zoning within the past year and will be offering large commercial stores for the area. Several other commercial developments are in close proximity as shown here.



Development to the south of the project consists mostly of large lot county subdivisions and undeveloped farmland.

Surrounding zonings are made up of CH, PCD, CF, OG, RS-12, RS-8, RM-16, RZ, and R-15(county).



The residential townhouse development, Villas of Baskinwood, is currently under construction and borders the project on the east. Stevens Bend, a single family development, is also located in close proximity to the site.



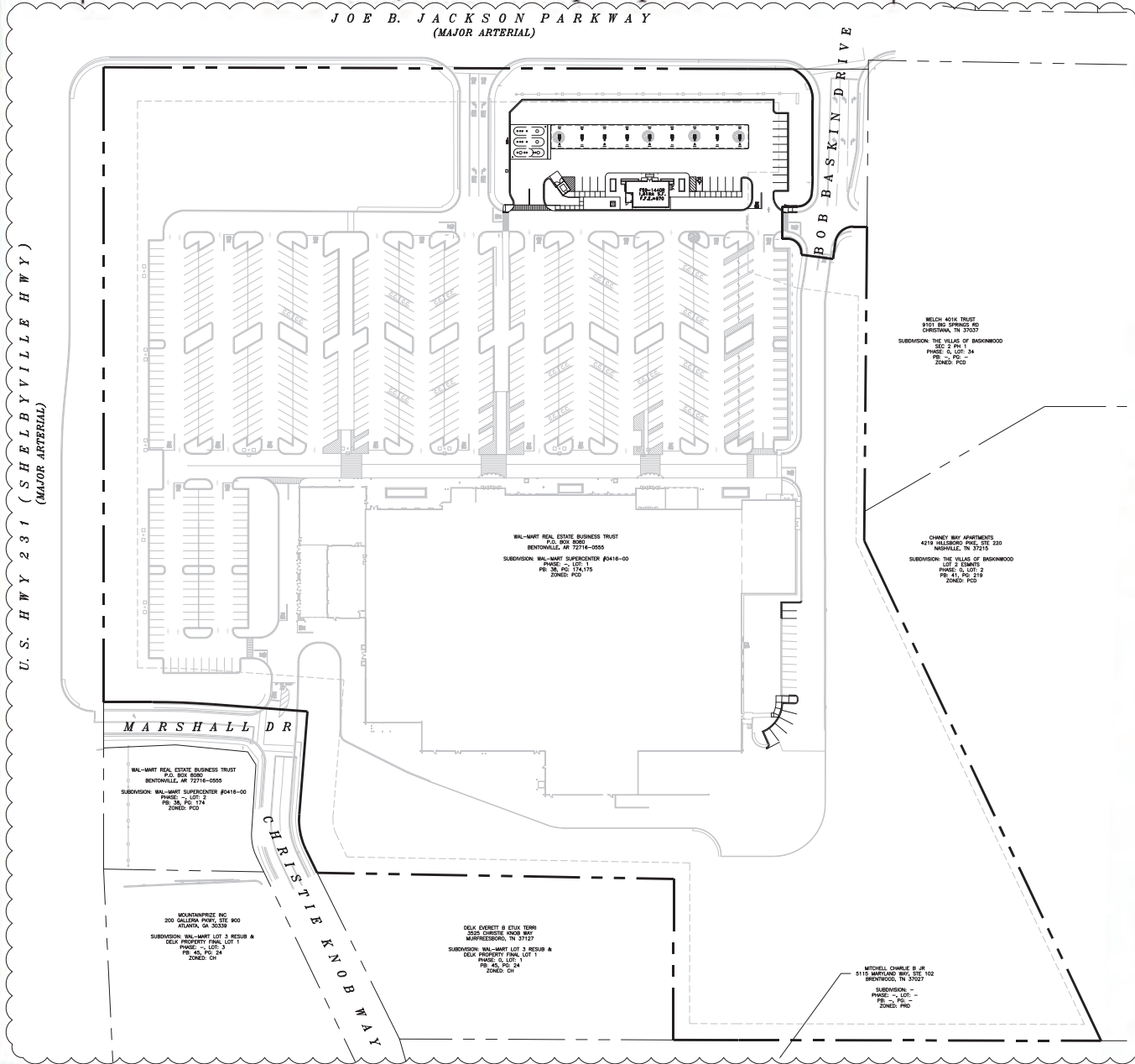


# CANNONBURG PLACE

## PROPOSED SITE

### Synopsis

Cannonburg Place consists of 25.9 acres located at the southeast intersection of County Farm Road and South Church Street. The proposed site provides for a 204,000 s.f. "big box" retail store, a remote fueling station, and a remote pharmacy drop-off. The site plan provides for 2 loading dock areas, an automotive center, a lawn and garden center, on-site parking, stormwater management, a compactor for refuse collection, and formal open space.



## PROPOSED SITE CHARACTERISTICS

- At least 30 feet between parking and the right-of-way for South Church Street
- At least 20 feet between parking and the right-of-way for County Farm Road except at the turn lane areas where it will have at least 15 feet separation
  - At least 20 feet between driving aisles and east property line accompanied by a landscape buffer
  - At least 10 feet between driving aisles and south property line accompanied by a landscape buffer
    - TOTAL OF 597 SPACES PROVIDED FOR A PARKING RATIO OF 3.79/1,000 SF OF FLOOR AREA
      - Maximum of 200 parking spaces in any 1 sub-lot with 5 sub-lots
      - All parking will be screened from right-of-ways by use of berms and shrubs.
      - Shopping cart storage areas at building have been screened with raised planters.
      - Raised planters are also being utilized to break up façade and mass of building.
        - Over 25% open space has been provided.
  - Mechanical units have been partially screened with faux stone columns and powder coated aluminum ornamental fencing.
  - Lawn and Garden Center has been designated and screened with faux stone columns and powder coated aluminum ornamental fencing.
    - Both loading docks are facing away from public right-of-ways
  - Adequate room for truck turning movements at the loading areas and fueling center have been provided
    - Providing 3.3% formal open space
- Providing 4-rail wooden ornamental fence with faux stone columns along County Farm Road and South Church Street
- Providing 12 foot wide pedestrian pathways designated with use of brick pavers along building frontage and 8 foot wide at drive aisle crossings. All other sidewalks on-site will be at least 5 foot wide and the sidewalks in the 20 foot wide landscape islands will be 8 foot wide.
- All entrance points except the right in/right out are to have 3 lane cross sections (Right out, Left out, and In)
  - The wet detention pond will have at least 5 feet from the top of the pond to the permanent water surface elevation and have a segmental retaining wall to create the sides. The permanent pool will range from 3 to 6 foot deep. Since the sides will be vertical, permanent ladders will be attached to the sides of the pond adjacent to the sitting areas to provide a safety outlet. In addition, a 4-foot tall powder coated aluminum fence will be provided along the top of the pond on the sides adjacent to the sitting areas.
  - Along the top of the pre-split retaining wall, an 8-foot tall fence will be provided for safety purposes. This fence will be powder coated aluminum with the decorative finials atop.
- Lighting fixtures and lighting plan design will meet the GDO District regulations in order to contain the light on-site and produce no glare.



OVERALL SITE PLAN

1935 PARTNERS  
2121 CHICKERING LN  
NASHVILLE, TN 37215  
SUBDIVISION: MARKETPLACE & VILLAGES AT SAVANNAH  
RIDGE RESUB ETC  
PHASE: 0, LOT: 5  
PB: 45, PG: 153-155  
ZONED: PUD

1935 PARTNERS  
3011 ARMORY DR, STE 120  
NASHVILLE, TN 37204  
SUBDIVISION: MARKETPLACE & VILLAGES AT SAVANNAH  
RIDGE RESUB ETC  
PHASE: 0, LOT: 9  
PB: 45, PG: 153-155  
ZONED: PUD

1935 PARTNERS  
3011 ARMORY DR, STE 120  
NASHVILLE, TN 37204  
SUBDIVISION: MARKETPLACE & VILLAGES AT SAVANNAH  
RIDGE RESUB ETC  
PHASE: 0, LOT: 7  
PB: 45, PG: 153-155  
ZONED: PUD

JOE B. JACKSON PARKWAY  
(MAJOR ARTERIAL)

BOBASKIN DRIVE

ARYA JOINT VENTURE  
3508 SHELBYVILLE HWY  
MURFREESBORO, TN 37127  
SUBDIVISION: LYNNFORD OAKS RESUB  
LOTS 45 & 46  
PHASE: 0, LOT: 46  
PB: 31, PG: 202  
ZONED: CH

DEEPHUM INVESTMENT PARTNERSHIP  
4341 ROXBURGHE CT  
MURFREESBORO, TN 37128  
SUBDIVISION: WATSON  
PHASE: 0, LOT: 2  
PB: 13, PG: 398  
ZONED: CH

DEEPHUM INVESTMENT PARTNERSHIP  
4341 ROXBURGHE CT  
MURFREESBORO, TN 37128  
SUBDIVISION: WATSON  
PHASE: 0, LOT: 1  
PB: 13, PG: 398  
ZONED: CH

ABD LLC  
104 BUTLER AVE  
SHELBYVILLE, TN 37160  
SUBDIVISION: TOWN & COUNTRY EST  
LOTS 1-3 & 6-12  
PHASE: 0, LOT: 1  
PB: 3, PG: 104  
ZONED: CH

U. S. H W Y 2 3 1 ( S H E L B Y V I L L E H W Y )  
(MAJOR ARTERIAL)

MARSHALL DR

WAL-MART REAL ESTATE BUSINESS TRUST  
P.O. BOX 8090  
BENTONVILLE, AR 72716-0555  
SUBDIVISION: WAL-MART SUPERCENTER #0416-00  
PHASE: 0, LOT: 2  
PB: 38, PG: 174  
ZONED: PCD

MOUNTAINPRIZE INC  
200 GALLESSA PKWY, STE 900  
ATLANTA, GA 30339  
SUBDIVISION: WAL-MART LOT 3 RESUB &  
DELA PROPERTY FINAL LOT 1  
PHASE: 0, LOT: 3  
PB: 45, PG: 24  
ZONED: CH

WAL-MART REAL ESTATE BUSINESS TRUST  
P.O. BOX 8090  
BENTONVILLE, AR 72716-0555  
SUBDIVISION: WAL-MART SUPERCENTER #0416-00  
PHASE: 0, LOT: 1  
PB: 38, PG: 174, 175  
ZONED: PCD

DELA EVERETT B ETUX TERR  
3025 CHRISTIE KNOB WAY  
MURFREESBORO, TN 37127  
SUBDIVISION: WAL-MART LOT 3 RESUB &  
DELA PROPERTY FINAL LOT 1  
PHASE: 0, LOT: 1  
PB: 45, PG: 24  
ZONED: CH

WELCH 401K TRUST  
9101 BIG SPRINGS RD  
CHRISTIANA, TN 37037  
SUBDIVISION: THE VILLAGES OF BASKINWOOD  
SEC 2 PH 1  
PHASE: 0, LOT: 34  
PB: -, PG: -  
ZONED: PCD

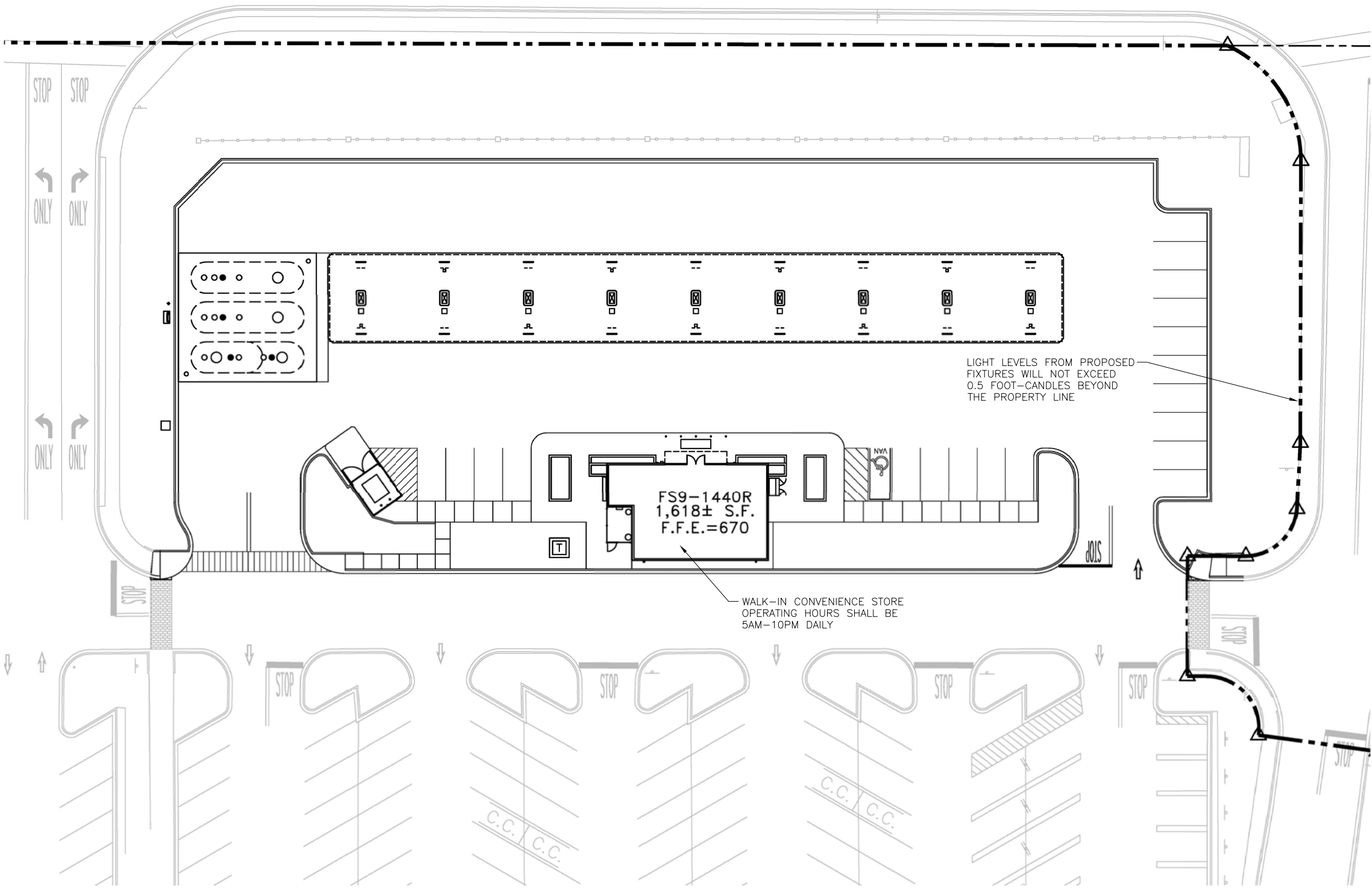
CHANEY WAY APARTMENTS  
4219 HILLSBORO PIKE, STE 220  
NASHVILLE, TN 37215  
SUBDIVISION: THE VILLAGES OF BASKINWOOD  
LOT 2 EDWARDS  
PHASE: 0, LOT: 2  
PB: 41, PG: 219  
ZONED: PCD

MITCHELL CHARLE B JR  
5115 MARYLAND WAY, STE 102  
BRENTWOOD, TN 37027  
SUBDIVISION: -  
PHASE: -, LOT: -  
PB: -, PG: -  
ZONED: PHD



FUEL STATION SITE PLAN

CANNONBURG PLACE





# CANNONSBURG PLACE

## SITE REQUIREMENTS

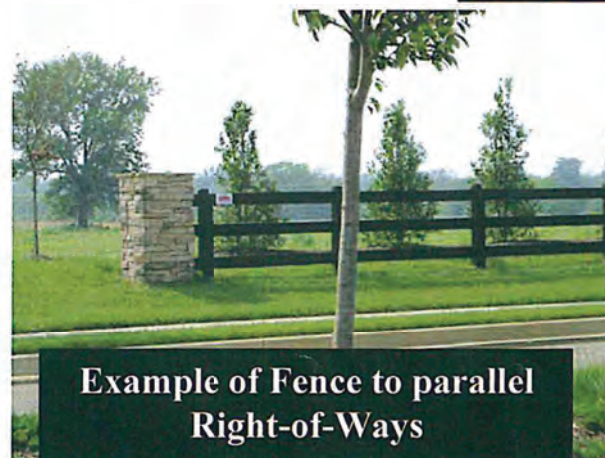
### Design Standards

➤ MINIMUM PARKING RATIO OF 2.50/1,000 SF

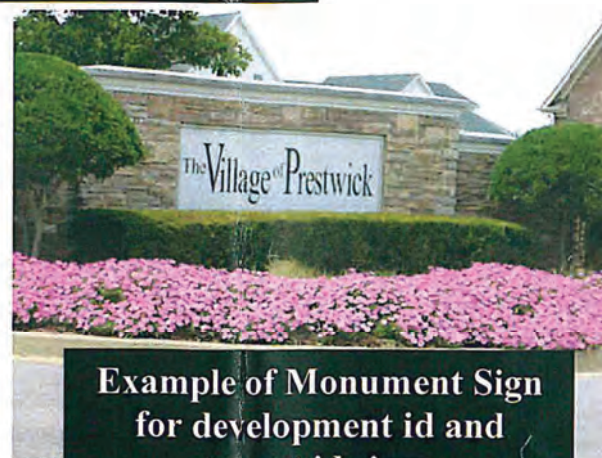
- Site shall utilize curb and gutter throughout, no extruded curb will be accepted.
- Pedestrian access paths are to be made clear and concise by the use of pavers and a minimum width of 12 feet along the frontage of the building and 8 foot wide at drive aisle crossings. Walkways through 20 foot wide landscape islands will be 8-foot wide and all other sidewalks will be at least 5 feet wide
- Entire length of western and northern right-of-ways, except where broken by entrance ways or signs, is to be paralleled by a 4 rail wooden fence with faux stone veneer columns on 50 foot centers
- Signage will comply with City of Murfreesboro's sign ordinance pursuant to its requirements for a Planned Commercial Development (PCD) and will be cohesive with the architectural character of entire site being complemented by ample landscaping.
- All headwalls are to be stained, have a veneer that is consistent with remainder of site, or discharge below water surface.
- All on-site utilities are to be underground



Example of Screening Parking from Right-of-Ways



Example of Fence to parallel Right-of-Ways



Example of Monument Sign for development id and tenant id signs



Examples of Raised Planters to Screen Carts and for Green Space at Building



Example of Bench to be used along the frontage of the building

### Design Standards

- All parking areas are to be separated at least 20 feet and 30 feet from the public right-of-ways of County Farm Road and South Church Street, respectively, and screened by means of evergreen shrubs or a combination of shrubs and berms, either way the minimum height of top of shrub from curb elevation is to be 3 foot at planting. The only exception to the separation distance will be at turn lanes where the separation must be at least 15 feet.
- Parking areas with more than 200 spaces should be broken into sub-lots by the utilization of landscape islands at least 20 feet in width.
  - Maintain at least 25% open space.
- Provide formal open space equal in size to at least 3% of the total site area.
- Provide landscaping buffers on eastern and southern boundaries while incorporating and leaving as much undisturbed vegetation as possible.
- Park area is to be screened from the fueling station by privacy fence and landscaping to further develop the solitude of the area and encourage the utilization of the park.
- Loading docks are to face away from public right-of-ways and be further screened with walls.
- Stormwater management areas should be screened from view if not being aesthetically enhanced.
- Shopping cart storage at the building is to be screened from view by means of landscape planters.
- At least 1/4 of the total length of the western elevation shall have green space planned along the base of the building. This green space requirement may be fulfilled by at-grade planters or by raised planters (cart screening may count toward this requirement)
- In addition to the green space at the building, pedestrian activity is to be encouraged by use of sitting benches integrated into the plan in coordination with the planters.
- Both the planters and the benches should be coordinated with any emergency exit doors along the frontage.
- Lighting fixtures and lighting plan design will meet the GDO District regulations in order to contain the light on-site and produce no glare.

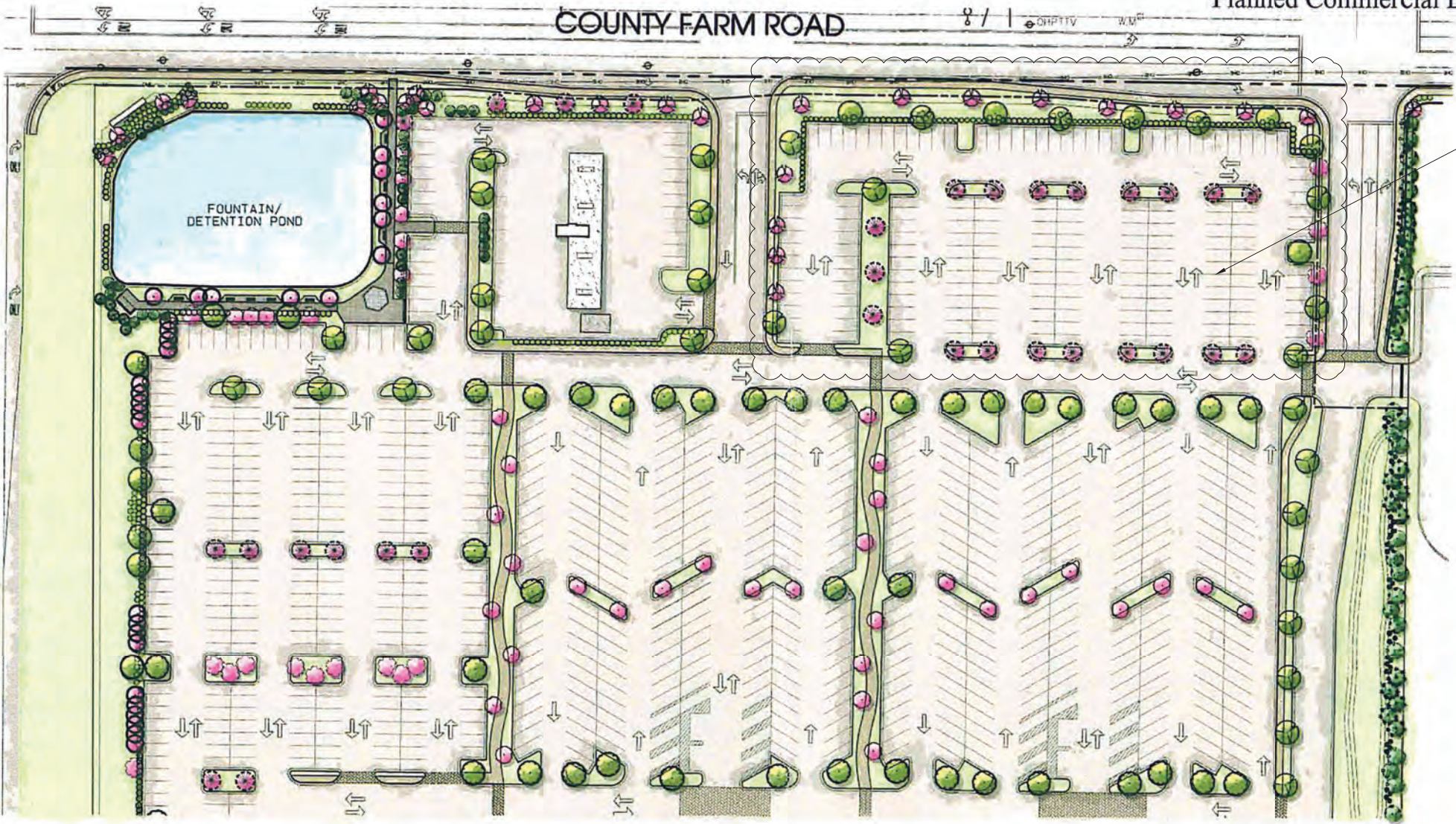


# CANNONBURG PLACE

## LANDSCAPE PLAN

For trees located in the parking lot and around the perimeter, the minimum sizes of the trees are to be:

- 10% of trees to be 4" caliper or greater
- 15% of trees to be 3" caliper or greater
- Remaining tree sizes will be in accordance with Murfreesboro landscaping Ordinance as it regards Planned Commercial Developments.



1"=100'

Heibert & Associates, LLC  
Site Planning • Landscape Architecture  
ASLA CLAS CERTIFIED  
MEMBER  
Suite 400 • General George Patton Drive • Franklin, TN 37067  
615-376-2421 • FAX: 615-376-2428 • Design@HeibertLA.com



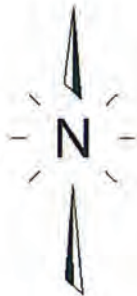
# CANNONBURG PLACE

## LANDSCAPE PLAN



For trees located in the parking lot and around the perimeter, the minimum sizes of the trees are to be:

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1"=100'

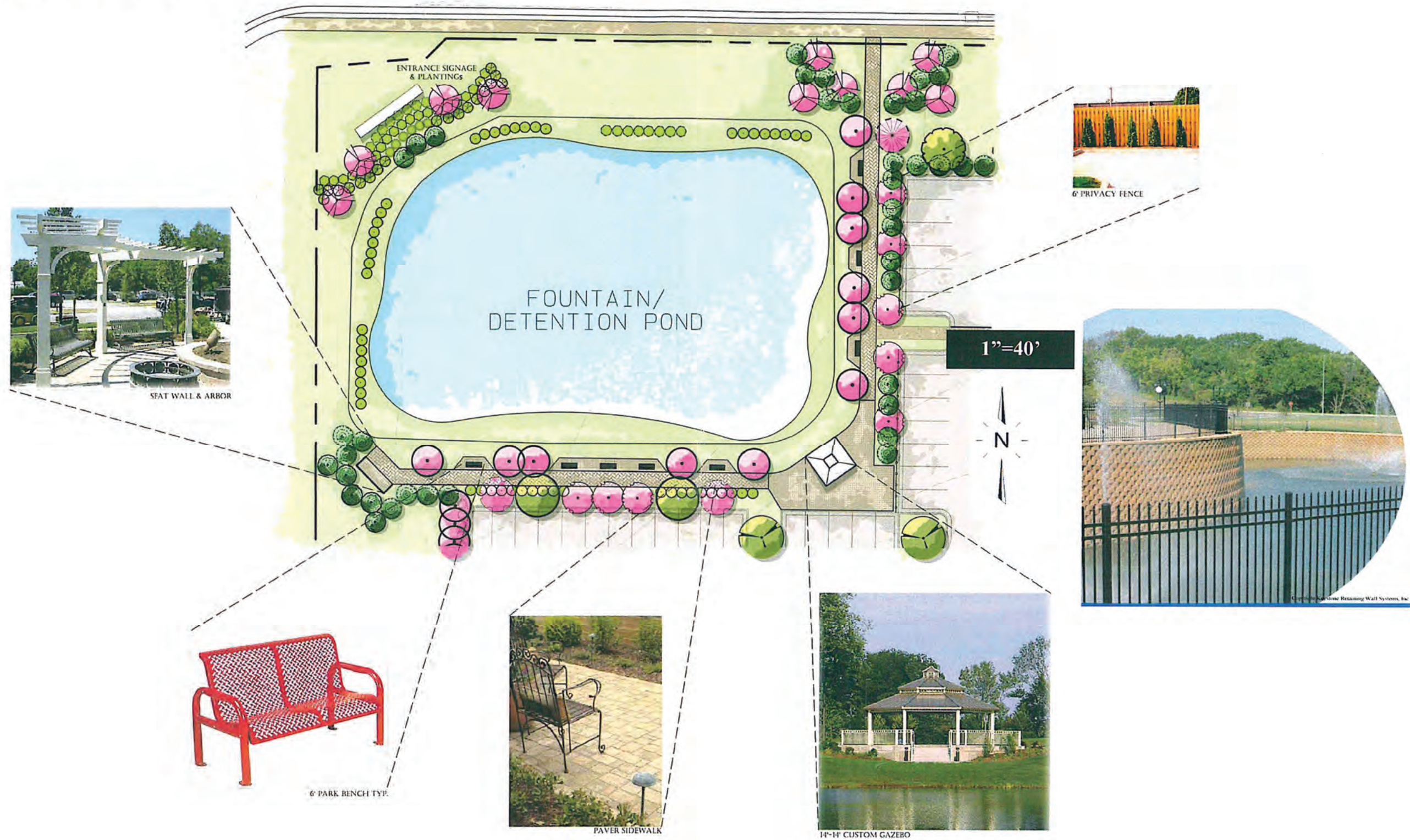
Heibert & Associates, LLC  
Site Planning • Landscape Architecture  
A S L A CLAS CERTIFIED  
MEMBER LANDSCAPE ARCHITECT

Suite 400 • General George Patton Drive • Franklin, TN 37067  
615-376-2421 • FAX: 615-376-2438 • Design@HeibertLA.com



# CANNONBURG PLACE

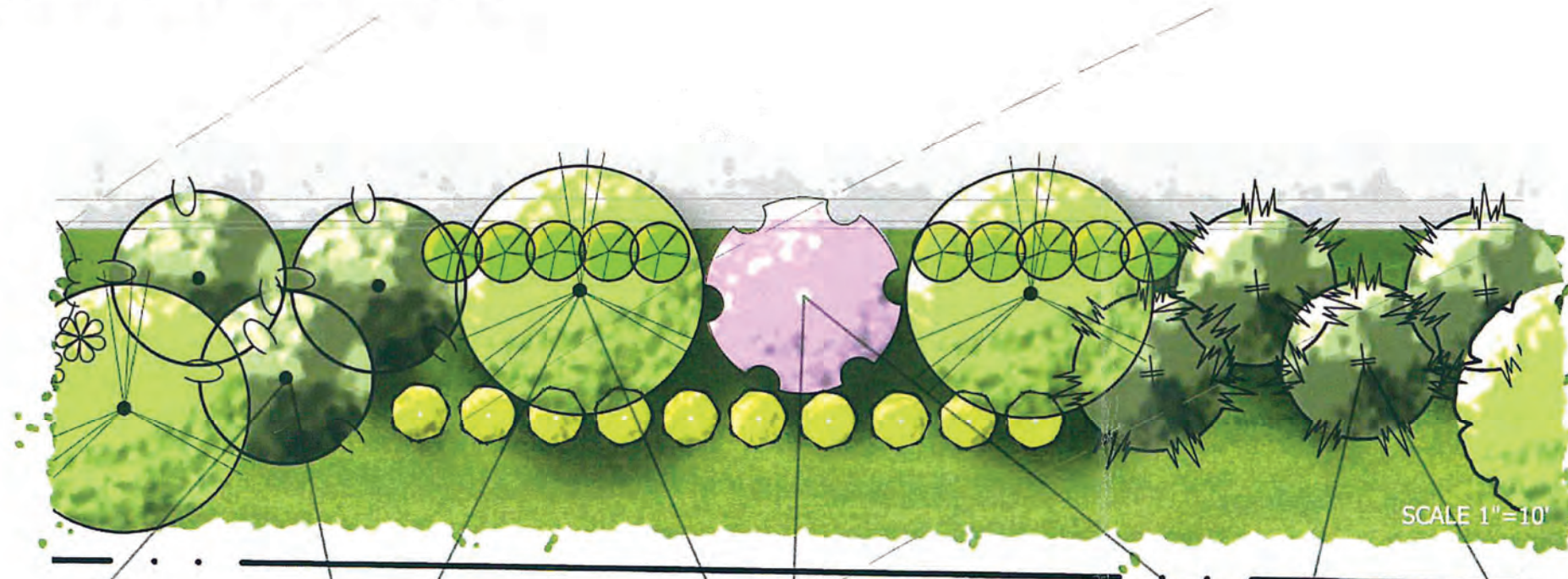
## FORMAL OPEN SPACE PLAN





# CANNONSBURG PLACE

## LANDSCAPE PLAN (CONT.)



**Evergreen Tree A**  
Cedar  
Holly  
Juniper



**Canopy Tree**  
Oak  
Maple  
Linden



**Understory Tree**  
Redbud  
Hawthorn  
Trident Maple



**Evergreen Tree B**  
Cypress  
Magnolia  
Arborvitae



**Typical Buffer**



## LANDSCAPE PLAN (CONT.)





# CANNONSBURG PLACE

## INGRESS/EGRESS



N.T.S.

Cannonsburg Place will have several entrances that will act to disperse traffic instead of concentrating it onto one single road. Based on Murfreesboro's 2025 Major Thoroughfare Plan (MMTP), County Farm Road is planned to be upgraded to a 5-lane roadway adjacent to the site, while to the east of the site the roadway is planned to be a 3-lane road and extended to I-24. These improvements are currently in the design stage. With these scheduled road improvements in the immediate vicinity, consumers will be provided with convenient access to Cannonsburg Place from I-24 and South Church Street.

The plan has been designed to provide 4 entry ways into the site. Access will come from County Farm Road and South Church Street. In addition, the plan also accounts for right-of-way dedication along the frontage of County Farm Road and the improvement of County Farm Road to a 5-lane section. A traffic study has been completed in conjunction with this project and all recommendations of that study will be built with the development of this site. In addition, any modifications to Highway 231 will require approval from TDOT.

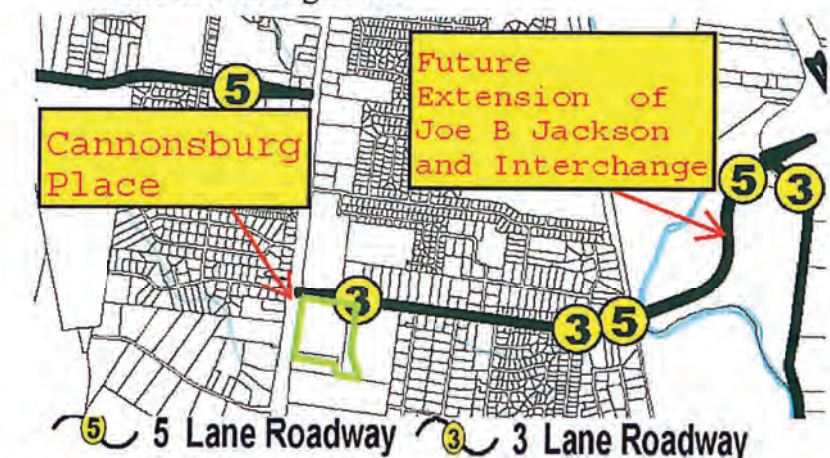
The **eastern entrance on County Farm Road** will serve as the primary entrance for the site and will be signalized by the developers. This entrance will be a public road and will provide emergency vehicular access into the neighboring Villas of Baskinwood as well as a pedestrian connection. In order to avoid "cut-through" traffic, the new entry way into the Villas of Baskinwood will be furnished with a crash gate to limit the access to emergency access only. After this connection is built, the western most entrance of the Villas of Baskinwood will be eliminated to avoid any possible conflicts. It is also being requested that the entrance(service entrance) for the development to the north of County Farm Road be coordinated with this entry point. At present, the design shows the northern site's entrance being approximately 40 feet to the west of Cannonsburg Place's entrance. The entry point for Cannonsburg Place was determined by the need to be as far from the intersection with South Church Street as possible.

The **southern access point on South Church Street** is presently designated to be approximately 1500 feet from the intersection of County Farm Road and South Church Street and located at the crest of the hill. That entrance would create a new median opening in South Church Street. These improvements which include a planned future traffic signal are pending TDOT approval. To achieve the access point, right-of-way for the road will be annexed into and dedicated to the city and the road will be built to city standards as a part of this project.

The **western access point on County Farm Road** has no curb cuts for more than 150 feet off the proposed edge of pavement. It is also being requested that the entrance for the development to the north of County Farm Road be coordinated with this entry point.

The **northern access point on South Church Street** is a right-in/right out and has no curb cuts for over 230 feet from the existing edge of pavement. In conjunction with this entrance, the median opening on South Church Street is proposed to be closed pending TDOT approval.

Also, adequate room has been provided for the truck turning movements in both loading dock areas and the fueling center.





# CANNONSBURG PLACE

## PROPOSED ARCHITECTURE

### Architectural Features

- The main entrances are to be well defined by use of raised rooflines, canopies, glazing, and stone pilasters.
- Parapet wall will be required along the western and northern elevations and the western half of the southern elevation and the northern half of the eastern elevation.
- Architectural cornice will be required in conjunction with all parapet walls.
- If canopies are used, they are to be flat with metal or wood finish with cable supports.
- At least 2 different color tones shall be used along any single elevation.
- No single plane of the building on the north or west elevations shall be more than 50 feet long.



### INTENT

It is intended that the proposed architectural styles, elements, colors and materials outlined in this section be approved only as an architectural guideline and sampling palate for final building design. The Planning Commission shall have review authority and shall be allowed to provide input and influence for the final architectural building design. This shall be done as part of the final site plan approval process.



### Building Materials

- Integrally Colored Split Face Block will be utilized on the western and northern elevations
- On the eastern elevation, the same requirements will apply until the northern edge of the mechanical units at which point the entire wall will consist of integrally colored split face block. The entire southern elevation will consist of the integrally colored split face block.
- Dryvit will be utilized from the termination of the split face block to the roof line.
- Pilasters will consist of a faux stone veneer and will be utilized to break up the building's facade.
- All elevations will be at least 50% masonry

### Architectural Features

- All mechanical units are to be partially screened to break up the view of the units.
- The fuel station and pharmacy will be required to have hip, gable, or curved roofs.
- The columns of the fuel station and pharmacy will be required to be faux stone veneer.
- The maximum height of the fueling station and pharmacy canopy is 20 feet.
- The pharmacy and fueling station canopies are to have at least 14 feet clearance.
- Any roofing material visible on any structure is to be asphalt shingles or metal roofing of a neutral earthen color or accent color in coordination with the building colors.
- All roll up doors visible from a public right of way are to be buffered from view or enhanced by the use of canopies and painting to match the adjacent building material.

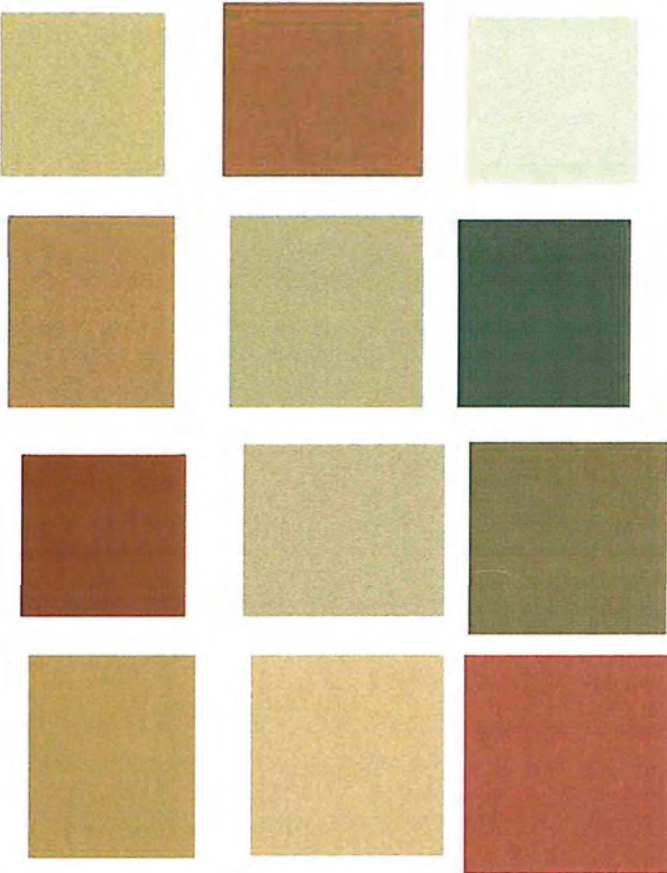




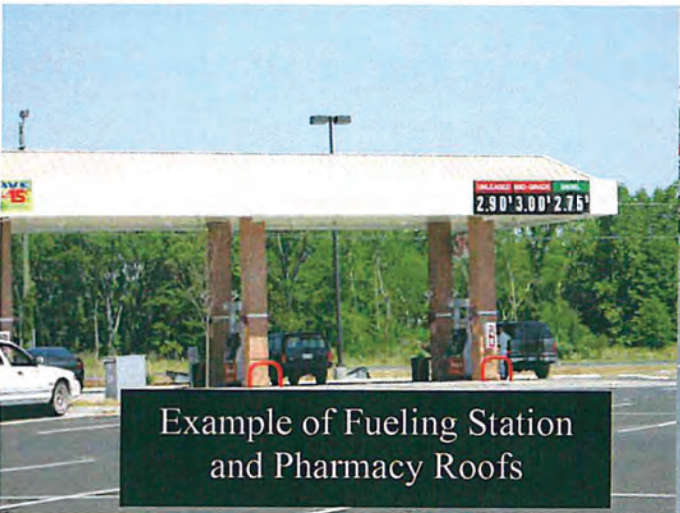
# CANNONBURG PLACE

## PROPOSED ARCHITECTURE (cont.)

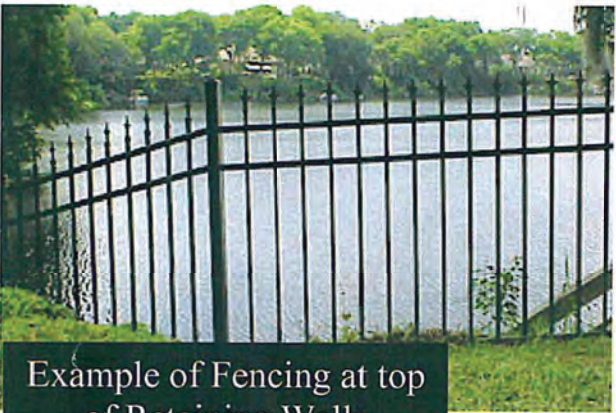
### Building Color Palette Primary Colors



### Building Color Palette Accent Colors



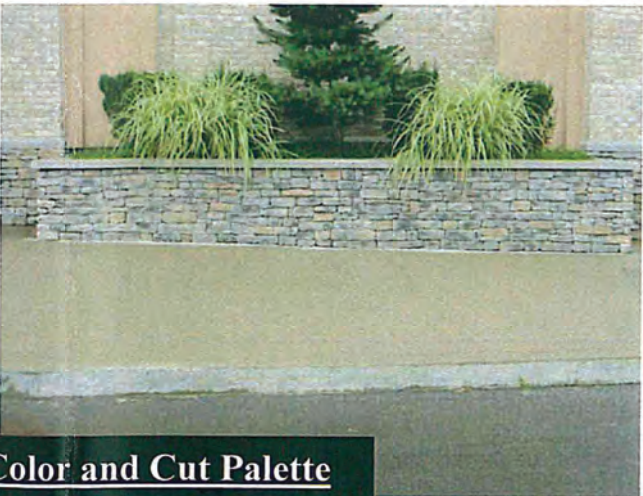
Example of Fueling Station and Pharmacy Roofs



Example of Fencing at top of Retaining Walls



Example of HVAC Partial Screening



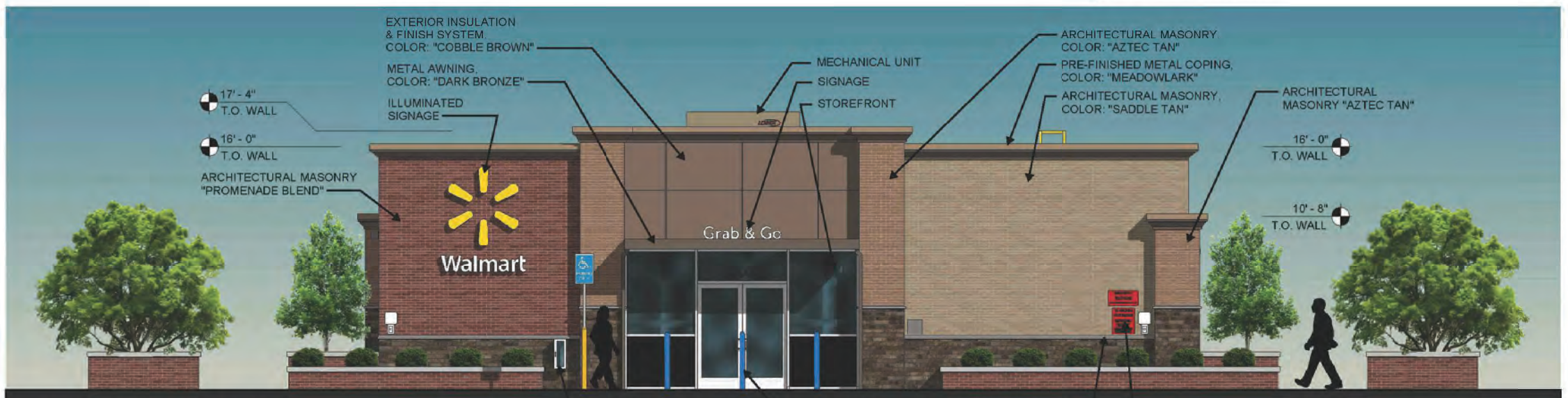
Stone Color and Cut Palette



PROPOSED  
ARCHITECTURE (cont.)

CANNONBURG PLACE

NOTE:  
ALL MATERIALS, COLORS, AND FINISHES TO MATCH ADJACENT SUPERCENTER.



SERVICE BUILDING FRONT ELEVATION



SERVICE BUILDING REAR ELEVATION

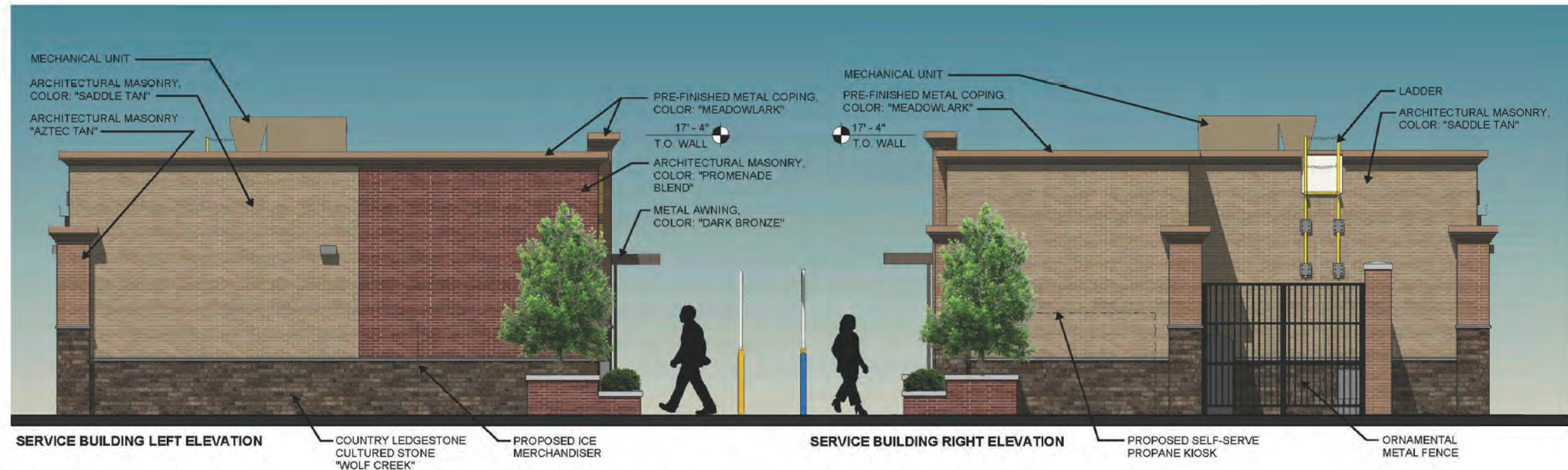
 ARCHITECTURAL MASONRY "PROMENADE BLEND"	 ARCHITECTURAL MASONRY "AZTEC TAN"	 ARCHITECTURAL MASONRY "SADDLE TAN"	 COUNTRY LEDGESTONE CULTURED STONE "WOLF CREEK"	 EXTERIOR INSULATION & FINISH SYSTEM (EIFS) COLOR: SW #6082 "COBBLE BROWN"	 PRE-FINISHED METAL, COLOR: SW #7522 "MEADOWLARK"	 PRE-FINISHED METAL, COLOR: P217E "DARK BRONZE"
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PROPOSED  
ARCHITECTURE (cont.)

CANNONBURG PLACE

**NOTE:**  
ALL MATERIALS, COLORS, AND FINISHES  
TO MATCH ADJACENT SUPERCENTER.





## PROPOSED ACCESSORY USES

Cannonsburg Place will be restricted to the uses shown and listed here. In addition, any user of the site will not be allowed to spill music or noise into the surrounding residential areas during the night.



AUTOMOTIVE REPAIR



BAKERY GOODS OR RETAIL



PHARMACY  
WITH DRIVE-THRU



HARDWARE SALES



HOME & GARDEN SUPPLIES



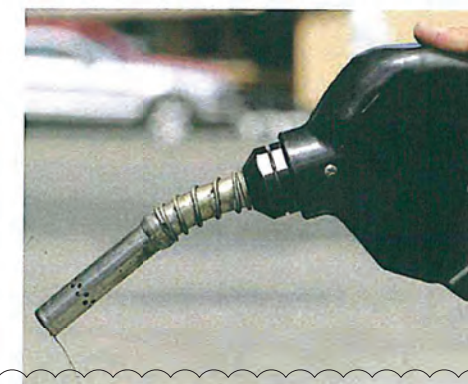
GROCERY



GREENHOUSE OR NURSERY

In addition to the uses shown, the allowable commercial uses include:

- 1.) Retail Sales
- 2.) Clothing Sales
- 3.) Jewelry Sales
- 4.) Book or Card Shop
- 5.) Office/Art Supplies Shop
- 6.) General Offices
- 7.) Photo Finishing
- 8.) Restaurant
- 9.) Sporting Goods
- 10.) Telephone Service Center
- 11.) Tobacco Products
- 12.) Automated Teller Machine
- 13.) Mass Merchandiser
- 14.) Department Store



FUELING CENTER  
WITH CONVENIENCE STORE

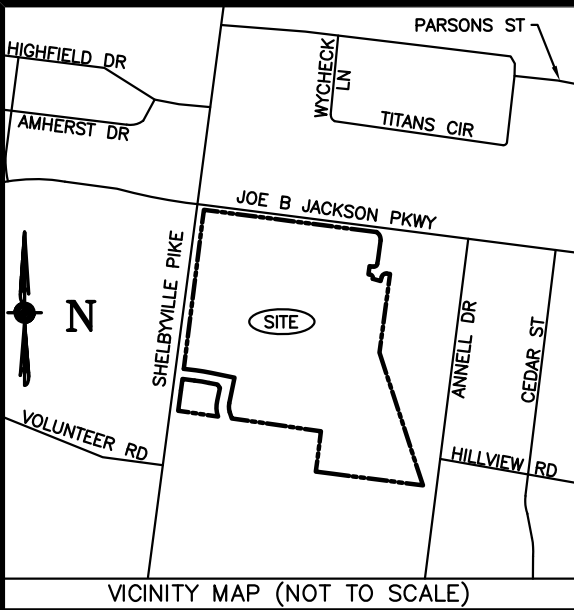


BARBER OR  
BEAUTY SHOP









VICINITY MAP (NOT TO SCALE)

- FIDELITY NATIONAL TITLE INSURANCE COMPANY  
SCHEDULE B PART II - EXCEPTIONS
- COMMITMENT NO. 20242024CTN  
COMMITMENT DATE: AUGUST 30, 2024 AT 08:00 AM
1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I-REQUIREMENTS ARE MET. **NOT A SURVEY RELATED ITEM.**
  2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **NOT A SURVEY RELATED ITEM.**
  3. ANY ENCUMBRANCE, VIOLATION, VARIATION, ADVERSE CIRCUMSTANCE, BOUNDARY LINE OVERLAP, OR ENCROACHMENT THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND TITLE SURVEY OF THE LAND. **NONE APPARENT.**
  4. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. **NOT A SURVEY RELATED ITEM.**
  5. ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR, MATERIAL, OR EQUIPMENT HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **NOT A SURVEY RELATED ITEM.**
  6. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. **NOT A SURVEY RELATED ITEM.**
  7. IF IMPROVEMENTS ARE COMPLETED AFTER JANUARY 1 OF ANY YEAR, AND THE LAW, PURSUANT TO TCA 67-5-509 AND TCA 67-5-603, REQUIRES SUPPLEMENTAL ASSESSMENT FOR THE YEAR IN WHICH IMPROVEMENTS ARE COMPLETED, THE COMPANY ASSUMES NO LIABILITY FOR TAXES ASSESSED BY CORRECTION OR SUPPLEMENTAL ASSESSMENT. **NOT A SURVEY RELATED ITEM.**
  8. TAXES FOR THE YEAR 2024, A LIEN NOT YET DUE AND PAYABLE. **NOT A SURVEY RELATED ITEM.**
  9. SUBJECT TO ALL MATTERS SHOWN ON THE PLAN OF RECORD IN PLAT BOOK 38, PAGE 174 AND 175, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **AFFECTS AREAS OF INTEREST ON SUBJECT PARCEL, SHOWN HEREON.**
  10. SUBJECT TO ALL MATTERS SHOWN ON THE PLAN OF RECORD IN PLAT BOOK 45, PAGE 24, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **DOES NOT AFFECT AREAS OF INTEREST ON SUBJECT PARCEL.**
  11. WARRANTY DEED, PERMANENT SLOPE/DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR ROAD IMPROVEMENTS OF RECORD IN BOOK 1056, PAGE 2312, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **AFFECTS AREA OF INTEREST ON SUBJECT PARCEL, SHOWN HEREON.**
  12. WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT FOR ROAD IMPROVEMENTS OF RECORD IN BOOK 1056, PAGE 2307, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **DOES NOT AFFECT AREA OF INTEREST ON SUBJECT PARCEL.**
  13. CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY UTILITY EASEMENT OF RECORD IN BOOK 1105, PAGE 2313, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **AFFECTS AREA OF INTEREST ON SUBJECT PARCEL, SHOWN HEREON.**
  14. CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY UTILITY EASEMENT OF RECORD IN BOOK 1105, PAGE 2315, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **AFFECTS AREA OF INTEREST ON SUBJECT PARCEL, SHOWN HEREON.**
  15. RIGHT OF WAY EASEMENT OF RECORD IN BOOK 1067, PAGE 3386, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **AFFECTS AREA OF INTEREST ON SUBJECT PARCEL, SHOWN HEREON.**
  16. RIGHT OF WAY EASEMENT OF RECORD IN BOOK 1067, PAGE 3388, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **AFFECTS AREA OF INTEREST ON SUBJECT PARCEL, SHOWN HEREON.**
  17. UTILITY EASEMENT OF RECORD IN BOOK 334, PAGE 624, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **AFFECTS AREA OF INTEREST ON SUBJECT PARCEL, SHOWN HEREON.**
  18. AGREED JUDGMENT OF RECORD IN BOOK 322, PAGE 359, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **DOES NOT AFFECT AREA OF INTEREST ON SUBJECT PARCEL.**
  19. ACCESS CLOSURE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT OF RECORD IN BOOK 1148, PAGE 3974, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **DOES NOT AFFECT AREA OF INTEREST ON SUBJECT PARCEL.**
  20. ROAD CONSTRUCTION EASEMENT AGREEMENT OF RECORD IN BOOK 1149, PAGE 1000, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **DOES NOT AFFECT AREA OF INTEREST ON SUBJECT PARCEL.**
  21. EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND OF RECORD IN IN RECORD BOOK 1149, PAGE 1020, AS AMENDED FIRST AMENDMENT TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND OF RECORD IN BOOK 2016, PAGE 1353, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **AFFECTS AREAS OF INTEREST ON SUBJECT PARCEL, NO EASEMENTS OR ENCUMBRANCES TO BE SHOWN.**
  22. INSPECTION AND MAINTENANCE AGREEMENT FOR PRIVATE WATER DISTRIBUTION SYSTEM FOR FIRE PROTECTION OF RECORD IN BOOK 1175, PAGE 2713, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **AFFECTS AREAS OF INTEREST ON SUBJECT PARCEL, BUT NOT A SURVEY RELATED ITEM.**
  23. SUBDIVISION EASEMENT AND STREET GRANT EASEMENT OF RECORD IN BOOK 1358, PAGE 2473, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **AFFECTS AREAS OF INTEREST ON SUBJECT PARCEL. OFFICIALLY GRANTS ALL EASEMENT AND RIGHT-OF-WAY SHOWN ON PLAT CABINET BOOK 38, PAGE 174, ITEM 9.**
  24. SUBDIVISION EASEMENT AND STREET GRANT EASEMENT OF RECORD IN BOOK 1358, PAGE 2476, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **AFFECTS AREAS OF INTEREST ON SUBJECT PARCEL. OFFICIALLY GRANTS ALL EASEMENT AND RIGHT-OF-WAY SHOWN ON PLAT CABINET BOOK 38, PAGE 174, ITEM 9.**
  25. INSPECTION AND MAINTENANCE AGREEMENT FOR PRIVATE STORMWATER MANAGEMENT FACILITIES-CORPORATE AND LLC OF RECORD IN BOOK 1364, PAGE 1196, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **AFFECTS AREAS OF INTEREST ON SUBJECT PARCEL, BUT IS NOT SURVEY RELATED.**
  26. ABANDONMENT OF SANITARY SEWER EASEMENT OF RECORD IN BOOK 2398, PAGE 1390, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE. **AFFECTS AREAS OF INTEREST ON SUBJECT PARCEL, SHOWN HEREON.**

FIDELITY NATIONAL TITLE INSURANCE COMPANY  
SCHEDULE A - LEGAL DESCRIPTION

COMMITMENT NO. 20242024CTN  
COMMITMENT DATE: AUGUST 30, 2024 AT 08:00 AM

THE LAND IS DESCRIBED AS FOLLOWS:

LAND IN RUTHERFORD COUNTY, TENNESSEE, BEING LOT NO. 1 ON THE PLAN OF FINAL PLAT OF WAL-MART SUPERCENTER #0416-00 OF RECORD IN PLAT BOOK 38, PAGES 174 AND 175, IN THE REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION OF THE PROPERTY, BEING A PORTION OF THE SAME PROPERTY CONVEYED TO WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY

TRUST BY WARRANTY DEED FROM M AND W MURFREESBORO JOINT VENTURE, A TENNESSEE GENERAL PARTNERSHIP, A/K/A M AND W MURFREESBORO JOINT VENTURE, A TENNESSEE JOINT VENTURE OF RECORD IN BOOK 1148, PAGE 3987, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE, DATED JANUARY 25, 2012 AND RECORDED ON AUGUST 03, 2012.

CERTIFICATION

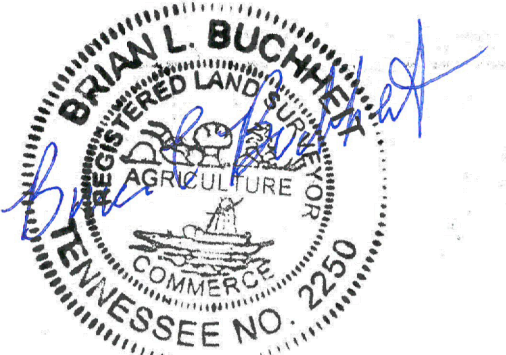
TO: WAL-MART REAL ESTATE BUSINESS TRUST; STEWART TITLE GUARANTY COMPANY

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 2, 3, 5, 6(a), 6(b), 7(A), 7(B)(1), 7(C) 8, 9, 11(A), 11(B), 15, 19 AND 20(A). The fieldwork was completed on August, 1st 2024.

9/30/2024

Date

Brian L. Buchheit PLS #2250



ALTA/NSPS LAND TITLE SURVEY  
FOR  
WALMART

MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE

CARLSON  
CONSULTING  
ENGINEERS, INC.

7068 LEDGESTONE COMMONS  
BARTLETT, TENNESSEE 38133  
PH. (901) 384-0404 • FX. (901) 384-0710

SCALE: 1" = 30'  
DATE: 9/30/2024

DRAWING FILE: WALMARTFUEL  
DRAWN BY: JHW/JSL

JOB No. 416  
SHEET 2 OF 2





## SCREENING AND PARKING NARRATIVE

**TO:** RICHARD DONOVAN

**FROM:** KYLE TSCHIRHART

**RE:** WALMART #0416-1003  
140 JOE B JACKSON PKWY  
MURFREESBORO, TN

**DATE:** JANUARY 16, 2025

**CC:** FILE

---

Dear Mr. Donovan:

The purpose of this narrative is to accompany the Cannonsburg Place PCD amendment submittal for the addition of a Walmart Fuel Station to the existing Walmart Supercenter at 140 Joe B Jackson Rd. The proposed work includes a reduction of parking spaces, and heavy landscape screening. Additional insight for these items is provided below, to assist in Planning Staff and Planning Commission's understanding of this project.

Parking Reduction: The current required parking ratio per the original PCD pattern book is 4.70 spaces per 1,000 sf of sales floor area. The current Walmart Supercenter parking lot meets this requirement. With this PCD amendment, we are proposing the reduction of the required parking ratio to 2.50 spaces per 1,000 sf of gross floor area - which aligns with the Murfreesboro Zoning Ordinance requirement for discount stores. The actual proposed parking ratio is 3.79 spaces per 1,000 sf, exceeding this requirement.

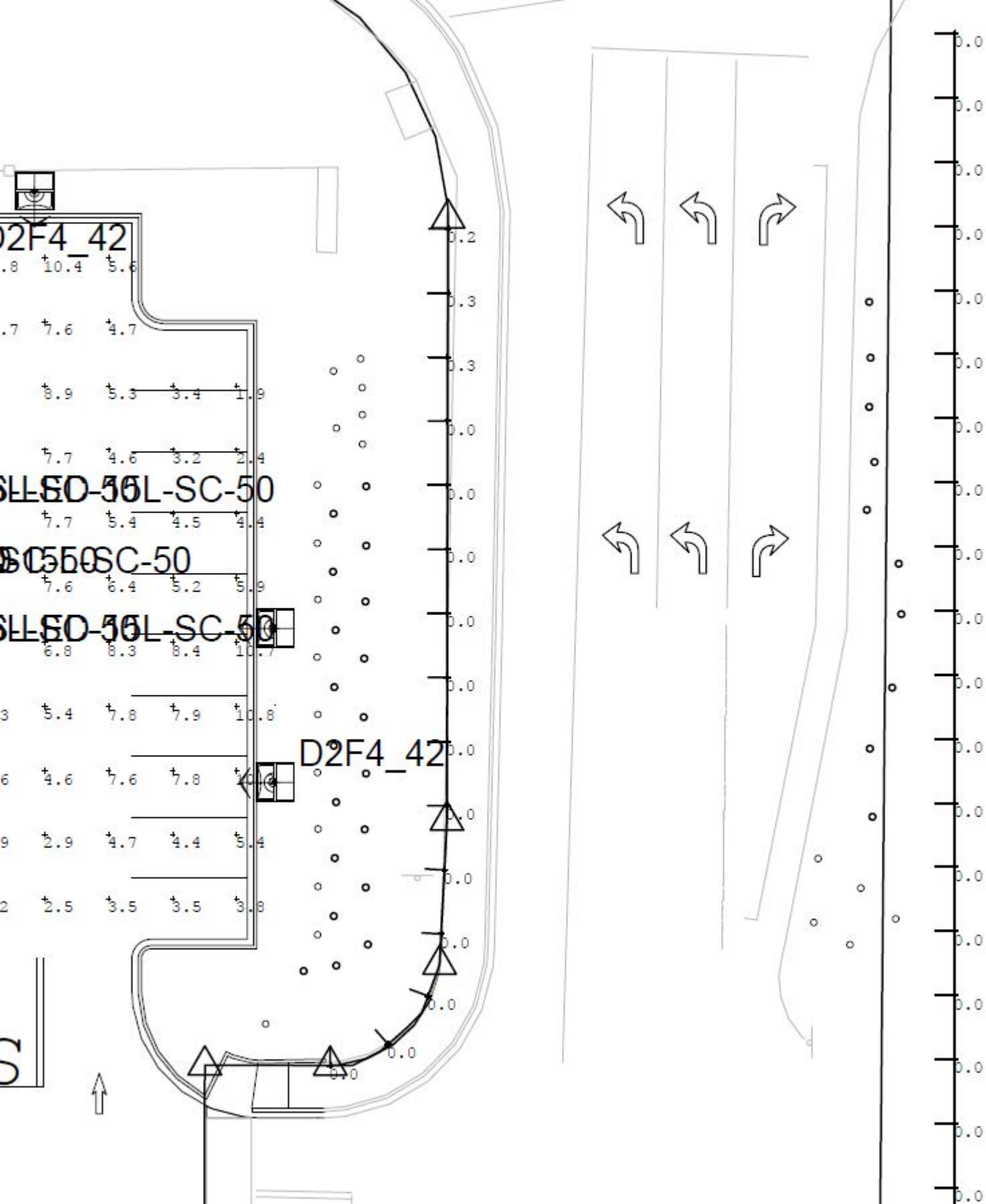
Landscape Screening: The Walmart Fuel Station is proposed to be located on the northeast corner of the existing Walmart parking lot. This portion of the lot is adjacent to multi-family housing to the east across Bob Baskin Dr. To mitigate disruption associated with the addition of a fuel station and convenience store, we are proposing a heavy landscape screening area on the east side of the fuel station. This landscaping will provide a buffer between the fuel station and multi-family housing, separating these uses.

Sincerely,

A handwritten signature in blue ink that reads "Kyle Tschirhart". The signature is fluid and cursive, with the first name "Kyle" and last name "Tschirhart" clearly distinguishable.

Kyle Tschirhart, EI  
Carlson Consulting Engineers, Inc.





# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 5, 2025

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

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

**STAFF PRESENT**

Ben Newman, Dir. of Land Mngt. & Planning  
Matthew Blomeley, Assistant Planning Director  
Richard Donovan, Principal Planner  
Brad Barbee, Principal Planner  
Carolyn Jaco, Recording Assistant  
Teresa Stevens, Sign Administrator  
John Tully, Assistant City Attorney

**1. Call to order.**

Chair Kathy Jones called the meeting to order.

**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 February 19, 2025 Planning Commission meeting.**

Ms. Jami Averwater made a motion to approve the minutes of the February 19, 2025 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

Aye: Jami Averwater  
Tristan Carroll  
Ken Halliburton



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 5, 2025

**Zoning application [2025-402] to amend the existing PCD zoning (Cannonsburg Place PCD) on approximately 23.4 acres located along Joe B Jackson Parkway and Shelbyville Pike, Wal-Mart Real Estate Business Trust 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. Kyle Tschirhart (developer's representative) was in attendance representing the application.

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

There being no further discussion, Mr. Tristan Carroll made a motion to approve the PCD zoning amendment subject to all staff comments; the motion was seconded by Mr. Reggie Harris 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 [2025-403] for approximately 0.82 acres located along Greenland Drive to be rezoned from RS-10 to PUD (Greenland Heights PUD), Rajesh Aggarwal applicant.** Mr. Matthew Blomeley presented the Staff Comments

**ORDINANCE 25-OZ-12** 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 23.4 acres in the Planned Commercial Development (PCD) District (Cannonsburg Place PCD) located along Joe B. Jackson Parkway and Shelbyville Pike, as indicated on the attached map, Wal-Mart Real Estate Business Trust, applicant [2025-402]

**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) District, as indicated on the attached map, for the purpose of allowing the construction of a fueling station with convenience store 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:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

ATTEST:

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

SEAL

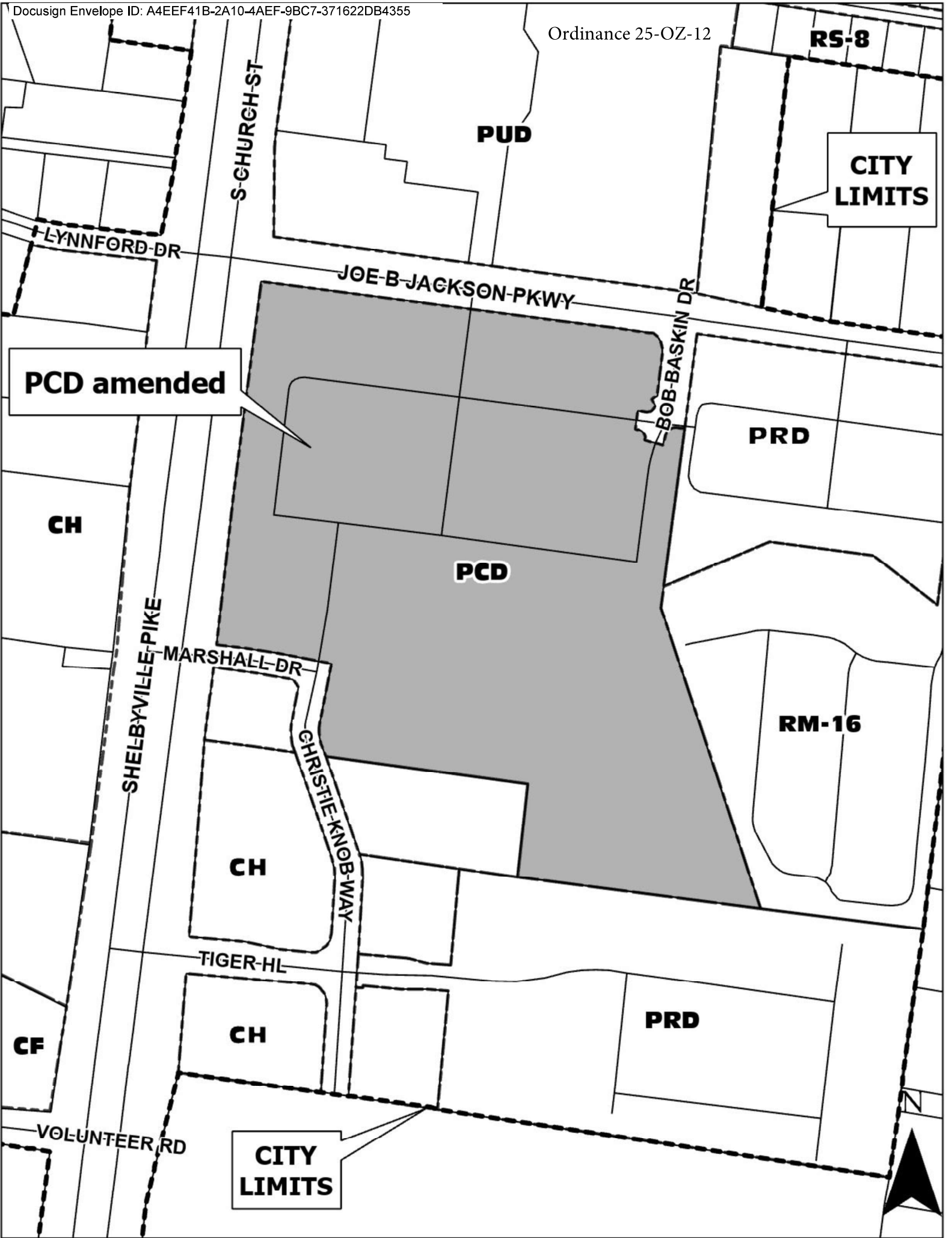
\_\_\_\_\_  
Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:  
*Adam F. Tucker*

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





# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

---

**Item Title:** Amending Conditions of Approval for an Existing Outside the City Sewer Customer for Property Along Epps Mill Road and Capital Way

**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 amend previous conditions of approval for outside the City sewer service on approximately 46 acres located at the northwest corner of Epps Mill Road and Capital Way.

**Staff Recommendation**

Approve the request to amend the conditions of approval for outside the City sewer service.

The Planning Commission considered this request at its April 9, 2025 regular meeting and then voted to recommend approval.

**Background Information**

In this request, Council is being asked to consider amending the existing conditions of approval for outside the City sewer customer service on two parcels, totaling approximately 46 acres, located at the northwest intersection of Epps Mill Road and Capital Way. Both parcels are vacant. The eastern, smaller parcel was approved for outside the City sewer service in 2005, and the western, larger parcel was approved in 2024. Both parcels were approved with a City zoning equivalent of L-I (Light-Industrial). This is the zoning designation that was approved to be included in the outside the City sewer service agreement and with which development will be required to comply. The applicant has requested to change the zoning equivalent to G-I (General Industrial), because the use "Motor Vehicle: Sales, Rental, and Repair (Medium & Heavy Duty Commercial Vehicles)", which they are contemplating developing on the property, is not permitted in the L-I zone but is permitted in the G-I zone.

When the larger parcel was approved in 2024, it was approved with the condition that the two parcels combined would use no more sewer capacity than has already been allocated for the eastern, smaller parcel. The applicant understands that this condition will remain. Also, on a side note, because both of these parcels were approved under the previous outside the City sewer service ordinance and the applicant simply seeks to amend the previous conditions of approval, Staff is taking this item



back through the same process by which they were originally approved.

The Planning Commission recommended that the City Council approve this request subject to the following amended conditions:

1. The total allocation of sanitary sewer to the subject property combined shall not exceed the amount of sanitary sewer capacity already allocated to Parcel 27.00.
2. A City equivalent zoning classification of G-I (General Industrial) shall be assigned to the property.
3. Parcel 27.00 was deemed as "grandfathered" for sewer service in November 2019 by the Water Resources Department as it had an executed development contract with the City.

### **Council Priorities Served**

#### *Improve Economic Development*

The approval of this request will help to facilitate the development of this property with industrial uses, creating employment opportunities for the community.

### **Attachments:**

1. Staff comments from 04/09/2025 Planning Commission meeting
2. Maps of requested property
3. Letter from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
APRIL 9, 2025  
PROJECT PLANNER: RICHARD DONOVAN**

**6.a. Outside the City sewer service [2024-507] request to amend the conditions of approval for an outside the City sewer customer on approximately 46 acres located along Epps Mill Road and Capital Way, Towery Development applicant.**

The subject property is located on the north side of Epps Mill Road at 5595 Epps Mill Road, west of I-24, within the unincorporated portion of Rutherford County. The property is identified on the County tax maps as:

- Tax Map 156, Parcel 00201 (37.56 acres)
- Tax Map 156, Parcel 02700 (8.69 acres)

Towery Development has submitted a request to amend the conditions of approval for an outside-City sewer customer. Specifically, the applicant is seeking to reclassify the City-equivalent zoning designation for the subject property from L-I (Light Industrial) to G-I (General Industrial). This request is intended to allow *Motor Vehicle: Sales, Rental, and Repair (Medium & Heavy Duty Commercial Vehicles)*, a use not permitted under the current L-I zoning equivalent. Additional details are provided in the applicant's attached letter. The original L-I classification was recommended based on the adjacent Capital Business Park Subdivision to the east, which was assigned the same zoning designation.

The Planning Commission and City Council previously approved outside-City sewer service for Parcel 2.01, along with the equivalent L-I zoning, during their respective meetings on September 18, 2024, and October 3, 2024. Parcel 27.00 was approved in 2005 with the remainder of the Capital Business Park tract. In 2005, the use *Motor Vehicle: Sales, Rental, and Repair (Medium & Heavy Duty Commercial Vehicles)* was not a listed use in the Zoning Ordinance. This request does not affect the currently allocated sewer capacity of 9,100 gallons per day but would expand the range of allowable uses on the site.

The conditions of approval from 2024, as proposed to be amended, are below:

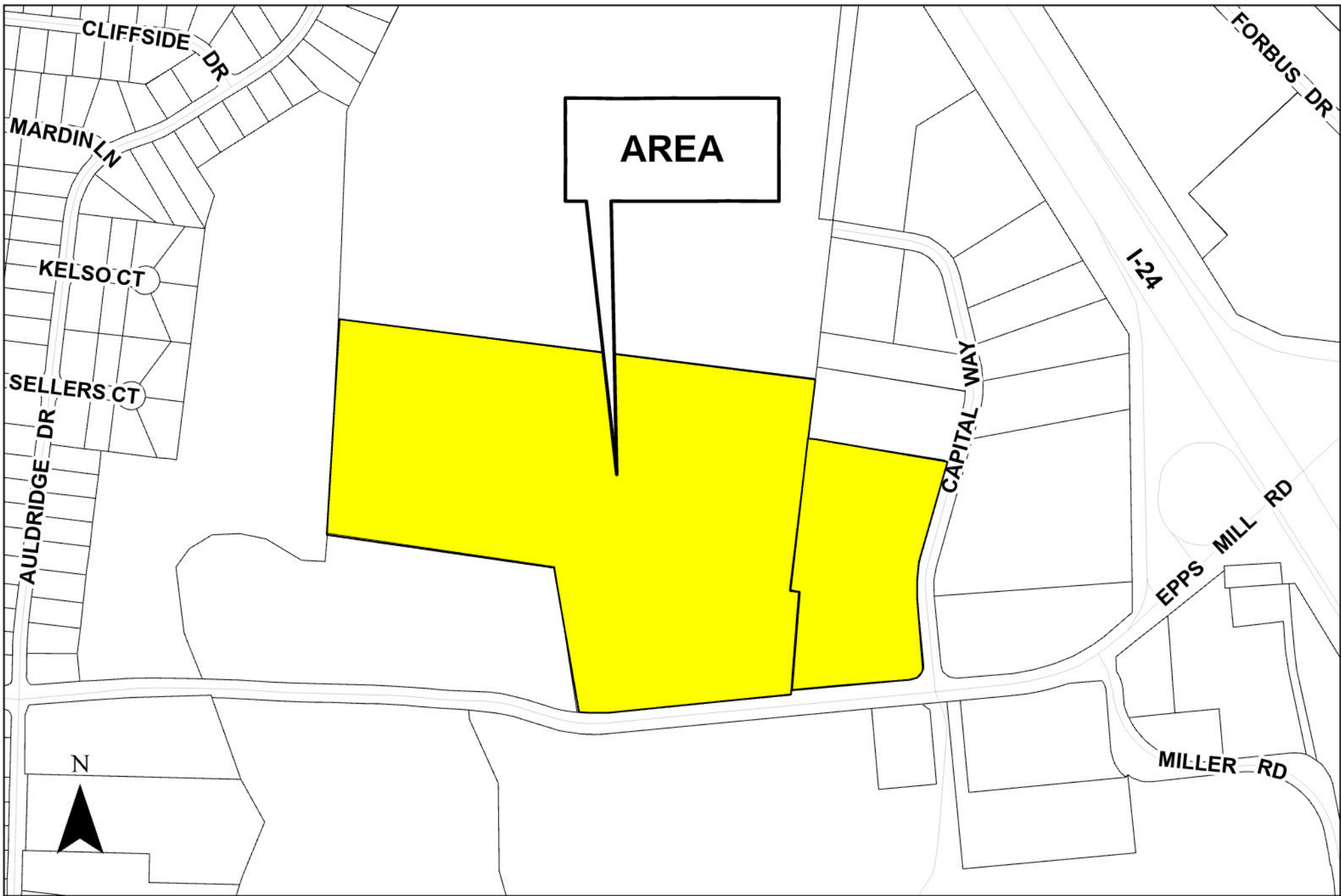
1. The total allocation of sanitary sewer to the two parcels combined shall not exceed the amount of sanitary sewer capacity allocated to Parcel 27.00.
2. A City equivalent zoning classification of G-I (General Industrial) shall be assigned to the property.
3. Parcel 27.00 was deemed as "grandfathered" for sewer service in November 2019 by the Water Resources Department as it had an executed development contract with the City.



A copy of Chart 1 is attached, showing permitted uses in yellow for L-I and in green for G-I. The section of the City Code pertaining to outside the City sewer customers was recently amended. Because both of these parcels were approved under the previous ordinance and the applicant simply seeks to amend the previous conditions of approval, Staff is taking this item back through the same process that these parcels were originally approved under.

**Action Needed:**

The Planning Commission will need to discuss this matter, after which it will need to formulate a recommendation for City Council.



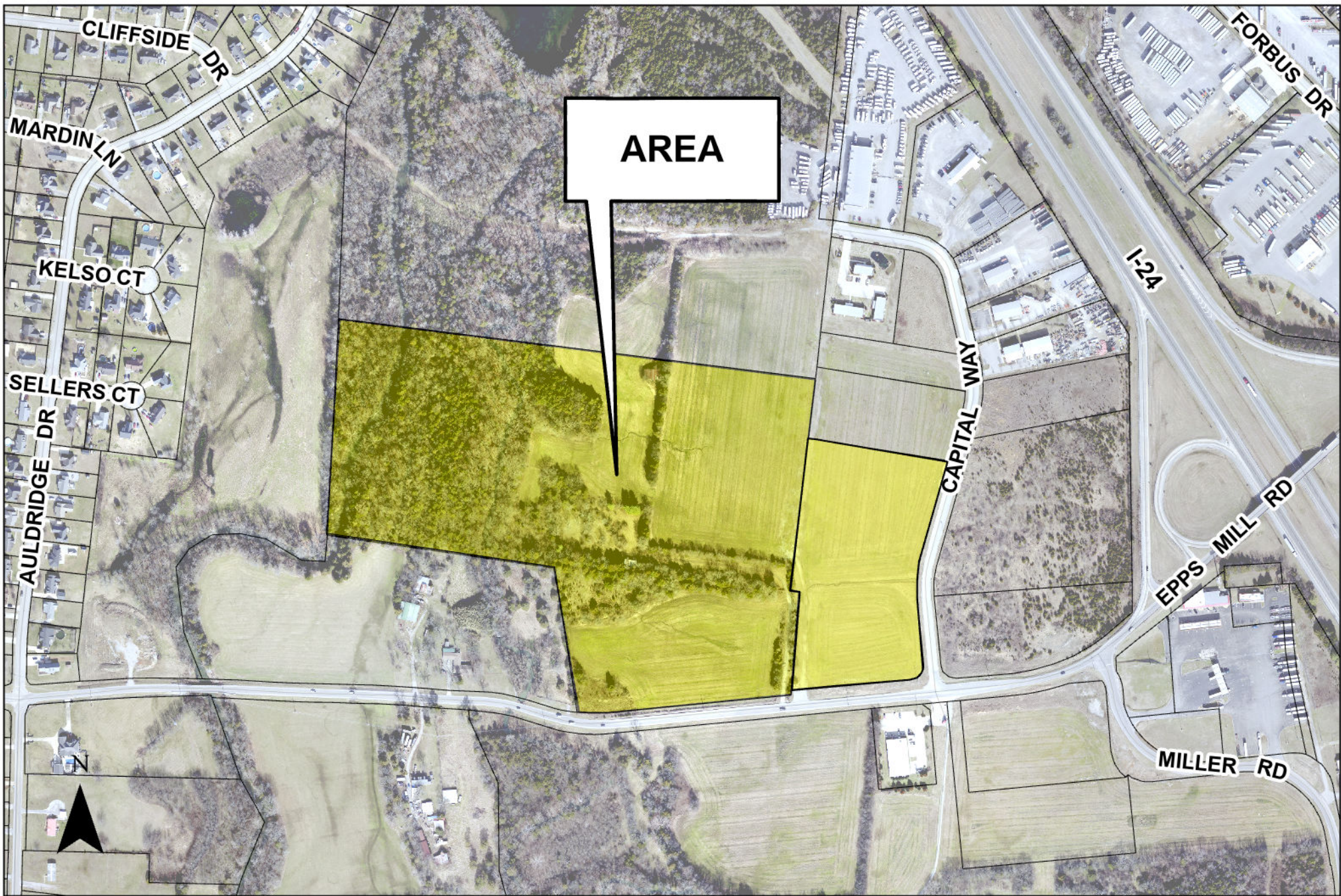
Annexation request for property along Epps Mill Road  
or service as an outside the city sewer customer



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

0 305 610 1,220 1,830 US Feet





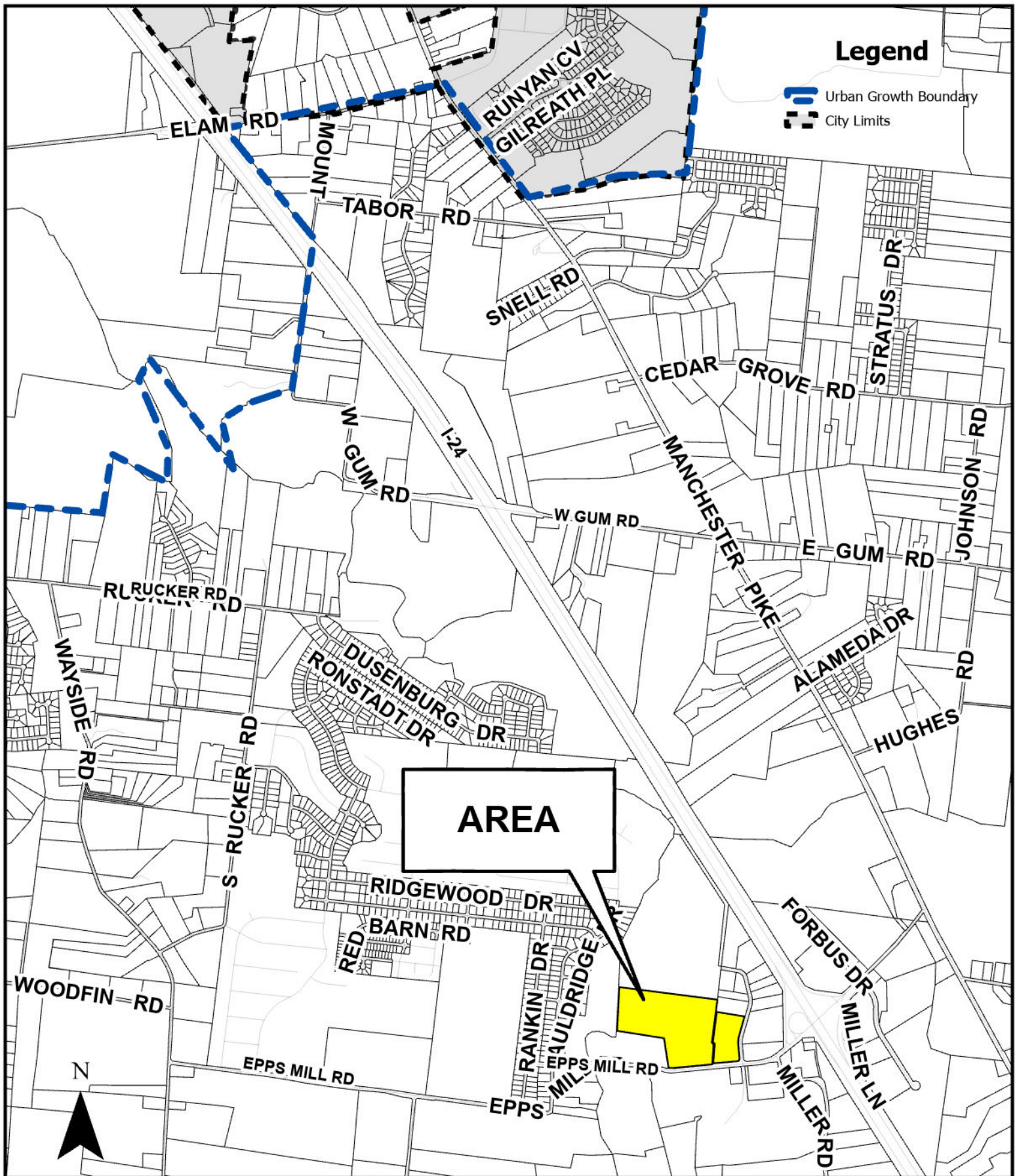
Annexation request for property along Epps Mill Road  
or service as an outside the city sewer customer



0 305 610 1,220 1,830 US Feet

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





# Exhibit for Rhodes Development with City Limits and Urban Growth Boundary

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



**Towery Development**  
Real Estate Development & Investments

McClain Towery  
Towery Development, LLC  
3201 Trevor Street, Suite #200  
Nashville, TN 37209

March 4, 2025  
Matthew T. Blomeley, AICP  
Assistant Planning Director  
City of Murfreesboro Planning Department  
111 W. Vine St.  
Murfreesboro, TN 37130

**Subject: Request for Zoning Classification Revision – Outside City Sewer Customer**

Dear Matthew,

We are writing to request formal reconsideration of the zoning equivalent classification for two parcels located at 5595 Epps Mill Road in Christiana. The primary 8.75 acre parcel at the corner of Capital Way and Epps Mill Road was approved as an outside-the-City sewer customer in 2005 with an L-I (Light Industrial) zoning equivalent. The larger secondary parcel totaling 37.66 acres was more recently approved in 2024 as an outside-the-City sewer customer with an L-I zoning equivalent. We are requesting modification to G-I (General Industrial) zoning equivalent instead for both parcels.

The G-I zoning classification is relatively new. When the primary parcel was approved as an outside-the-City sewer customer, G-I did not exist. Prior to the adoption of the G-I zoning classification, the L-I zoning classification was most aligned with the County's EAC zoning classification. However, post G-I adoption by the City, G-I is now more closely aligned with the County's EAC zoning classification, which is the basis for this request.

Specific to our project and intended uses, medium and large fleet service centers are only permitted under G-I. Fleet centers were previously permitted under L-I at the time primary parcel was approved as an outside-the-City sewer customer. Medium and large fleet-oriented businesses (service, sales, rental) are no longer permitted under the current L-I classification. Examples of these uses may include moving truck rentals, tree service companies, larger contractors with in-house fleet service, truck sales centers, RV dealerships, and logistics service centers, several of which currently operate on Capital Way (namely A&L RV Sales, J&S Logistics and Driller's Service). Such uses that would have been allowed in the





**Towery Development**  
Real Estate Development & Investments

previous L-I classification, are allowed in the County's EAC classification, and we feel they would be appropriate for this location.

We appreciate your guidance through this process and look forward to working with the Planning Commission and City Council on this matter. Please let me know if any additional information or documentation is required. Thank you for your time and consideration.

Sincerely,

W. McClain Towery  
President

## CHART 1.

## USES PERMITTED BY ZONING DISTRICT.

## APPENDIX A - ZONING

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				</
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X = Use permitted by right.

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

N = Not Allowed, if N\* = Not Allowed if &gt; 3,000 sf

Chart 1  
Page 2 of 8

Revised by: Ordinance 24-O-40 passed 12/05/2024

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																				OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF <sup>14</sup>	CH	MU	CBD	HI	GI	
<b>INSTITUTIONS</b>																					
Adult Day Care Center	S	S	S	S	S	S	S	S	S	S		X	X	X	X	X	X		X	X	
Adult Day Care Home	S	S	S	S	S	S	S	S	S	S	S	X	S	X	X	X		X	X	X	
Airport, Heliport <sup>2</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S	N
Cemetery, Mausoleum	S	S	S	S	S	S	S	S	S	S	S	S	S			S			S	S	
Church <sup>13</sup>	S	S	S	S	S	S	S	X	X	S	S	S	X	X	X	X	X	X	X	X	
College, University												X	X			X	X			X	
Day-Care Center							S	S	S		S	S	S	X	X	X	X	X	X	X	
Family Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		X	X	X		X	X	X	
Group Day-Care Home	S	S	S	S	S	S	S	S	S	S	S			X	X	X		X	X	X	
Hospital												X	X			X	X	X	X	X	
Lodge, Club, Country Club <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	
Mental Health Facility												X	X	X		X	X		X	X	
Morgue																X	X		X	X	N
Museum							S	S	S			S	S	S	X	X	X	X	X	X	
Nursery School							S	S	S		S	S	S	S	S	S	X		S	S	
Nursing Home												X	X	S	S	S	X		X	X	
Park	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Pet Cemetery	S	S	S												S	S			S	S	N
Philanthropic Institution							S	S	S			X	X	X	X	X	X	X	X	X	
Public Building <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	
Recreation Field <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	
Senior Citizens Center	S	S	S	S	S	S	S	X	X	S		X	X	X	X	X	X	X	X	X	
School, Public or Private, Grades K - 12 <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	
Student Center								S	S			S	S	S	S	S	X			S	
Technology/Vocation School (indoor)													X		X	X	X		X	X	
Trade School (includes outdoor)																		X	X	S	
<b>AGRICULTURAL USES</b>																					
Customary General Farming	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X	X	X	X <sup>6</sup>	X	X	X	X	X	
Crop, Soil Preparation Agricultural Services	S	S	S	S	S	S	S	S	S	S	S				X	X			X	X	
Farm Labor and Management Services												X	X	X	X	X		X	X	X	
Fish Hatcheries and Preserves																		X	X	X	
Grain, Fruit, Field Crop and Vegetable Cultivation and Storage	X	X	X	X	X	X	X	X	X	X	X							X	X	X	
Livestock, Horse, Dairy, Poultry, and Egg Products	S	S	S	S	S	S	S	S	S	S								X	X	X	
Timber Tracts, Forest Nursery, Gathering of Forest Products	S	S	S	S	S	S	S	S	S	S	S							X	X	X	

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



USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																												OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF <sup>14</sup>	CH	MU	CBD	HI	GI	LI	CM-RS-8	CM-R	CM	CU	P	CCO		
COMMERCIAL																													
Adult Cabaret																			X <sup>9</sup>										
Adult Entertainment Center																			X <sup>9</sup>										
Adult Motel																			X <sup>9</sup>										
Adults-Only Bookstore																			X <sup>9</sup>										
Adults-Only Motion Picture Theater																			X <sup>9</sup>										
Amusements, Commercial Indoor															X	X	X	X	X	X	X	X				S			
Amusements, Commercial Outdoor excluding Motorized																X	X		X	X	X				S	S	N		
Amusements, Commercial Outdoor Motorized except Carnivals																			S	S	S						N		
Animal Grooming Facility															X	X	X		X	X	X								
Antique Mall															X	X	X	X	X	X	X								
Antique Shop <3,000 sq. ft.												X	X	X	X	X	X	X	X	X	X		X						
Art or Photo Studio or Gallery												X	X	X	X	X	X	X	X	X	X		X		X				
Artisan Use < 3,000 sf, other than enumerated elsewhere														X	X	X	X	X	X	X	X								
Automobile Body Shop <sup>12</sup>																			X	X	X						N		
Automobile Parts Retail Hybrid/Retail Hub equal to or greater than 10,000 sq. ft.															S <sup>33</sup>	S <sup>33</sup>			X <sup>33</sup>	X <sup>33</sup>	X <sup>33</sup>						N		
Automotive/Motor Vehicle Repair <sup>12</sup>																			X	X	X						N		
Automotive/Motor Vehicle Service															S	X	X		X	X	X								
Bakery, Retail														X	X	X	X	X	X	X	X								
Bank or Credit Union, Branch Office or Main Office												X	X	X	X	X	X	X	X	X	X								
Bank, Drive-Up Electronic Teller												X	X	X	X	X	X	X	X	X	X		X	X					
Barber or Beauty Shop												X	X	X	X	X	X	X	X	X	X			X					
Beer, Packaged														X	X	X		X	X	X	X								
Boat Rental, Sales, or Repair																			X	X	X						N		
Book or Card Shop												X	X	X	X	X	X	X	X	X	X		X						
Brewery, Artisan <sup>29</sup>														X	X	X		X	X	X	X								
Brewery, Micro <sup>29</sup>																	X		X	X	X								
Brewpub <sup>30</sup>														X	X	X	X	X	X	X	X								
Business and Communication Service												X	X	X	X	X	X	X	X	X	X								
Business School												X	X		X	X	X	X	X	X	X								
Campground, Travel-Trailer Park																			S	S	S						N		

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Chart 1  
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Revised by: Ordinance 24-O-40 passed 12/05/2024

## APPENDIX A - ZONING

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

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N = Not Allowed, if N\* = Not Allowed if &gt; 3,000 sf

Chart 1  
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Revised by: Ordinance 24-O-40 passed 12/05/2024

APPENDIX A - ZONING

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Chart 1  
Page 7 of 8

Revised by: Ordinance 24-O-40 passed 12/05/2024

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Chart 1  
Page 8 of 8

Revised by: Ordinance 24-O-40 passed 12/05/2024

APPENDIX A - ZONING

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X = Use permitted by right.

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

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



# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

---

**Item Title:** Sewer Allocation Variance- North Thompson Lane – Restaurant  
(YMCA Subdivision, Future Lot 2)

**Department:** Planning

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

**Requested Council Action:**

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

---

**Summary**

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

**Staff Recommendation**

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately 6 sfu's for a proposed restaurant.

**Background Information**

The Planning Commission will be considering a preliminary plat for the resubdivision and redevelopment of the YMCA property on North Thompson Lane. This redevelopment will include the realignment of Armory Drive through this property. Two lots are proposed south of the new Armory Drive, both of which are proposed to be developed with restaurant uses. Both lots are zoned Commercial Highway (CH), which only allows 2.5 single family unit equivalents (sfu) per acre.

Lot 2, which will be the southernmost lot, is  $\approx 1.43$  acres in size, allowing for only 3.58 sfu. The anticipated usage is approximately 9.1 sfu; therefore, the proposed development requires a variance from the allowable estimated sewer flow. MWRD finds that the system can handle the increased flow from this development. Staff recommends the requested variance is justified by the job creation and tax revenue.

**Council Priorities Served**

*Improve economic development*

The proposed restaurant development will create jobs within the community and provide the City and MWRD additional revenue.

**Concurrence**

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

the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.

**Fiscal Impact**

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

**Attachments**

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

April 1, 2025

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

RE: 205 N Thompson Lane Lot 2 Sewer Allocation Variance Request  
205 N Thompson Lane  
Murfreesboro, Tennessee  
SEC Project No. 16248

Dear Mr. Newman:

Please accept this as our variance request for the proposed site to be located along the west side of North Thompson Lane at the intersection with Sam Walton Drive. The property in question is approximately 1.43 acres in size and is zoned Commercial Highway (CH). For this property, the allocation ordinance would allow 931 gpd or 3.58 sfue. Based on historical flow of existing users similar to what is anticipated for this project, the projected average sewer usage is 2,340 gpd or 9.1 sfue.

Given this information, Green Trails Triout Thompson Lane LLC requests a variance from the sewer allocation ordinance to grant an **additional 5.5 sfue** of sewer flow. The variance would allow Green Trails Triout Thompson Lane LLC to develop 2 restaurant buildings for the area.

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


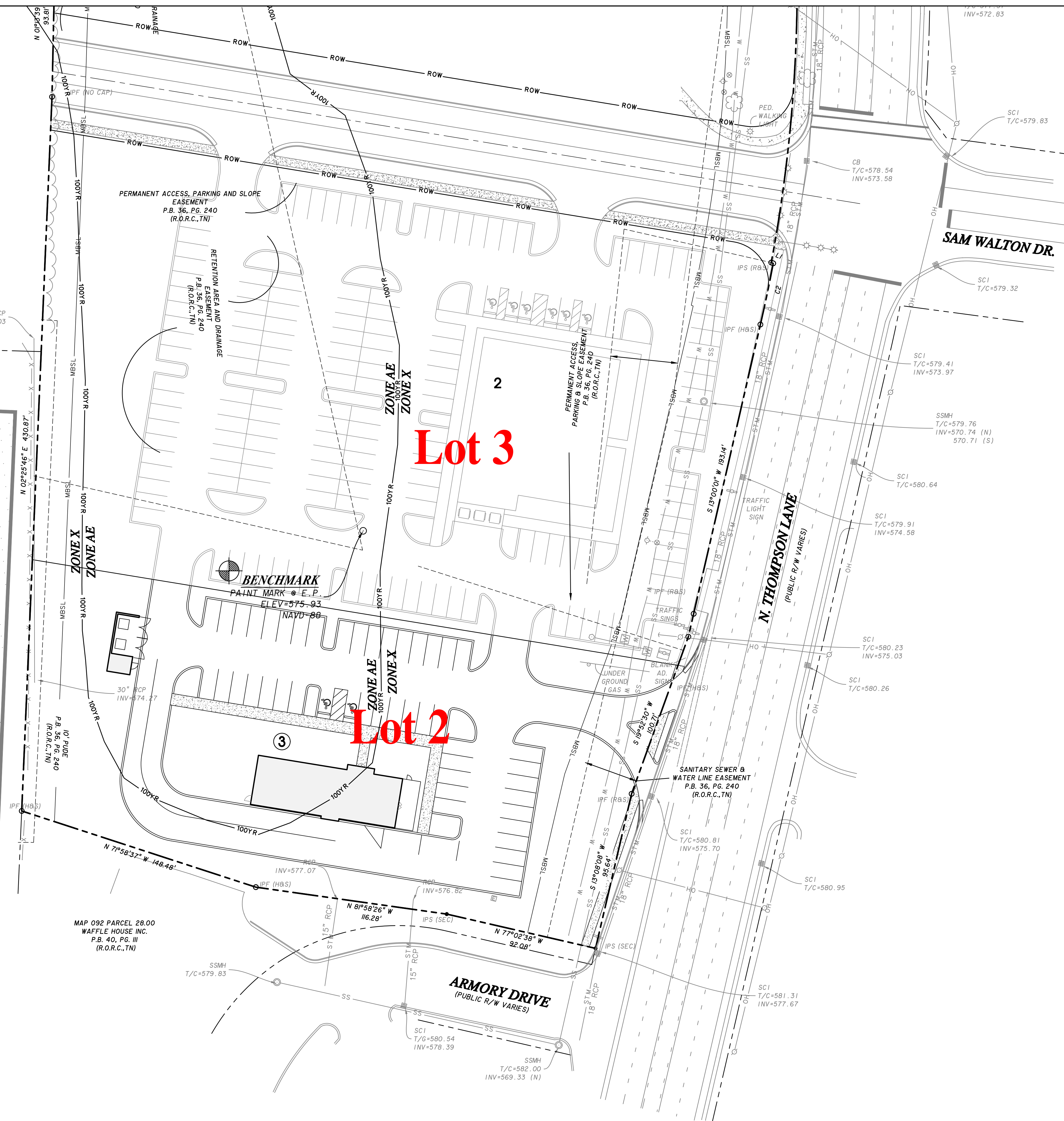
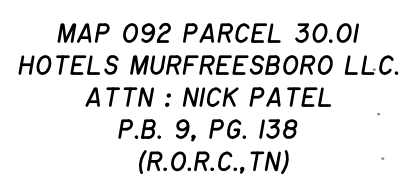
If you have any questions or need additional information, please contact me at 615-890-7901.

Sincerely,



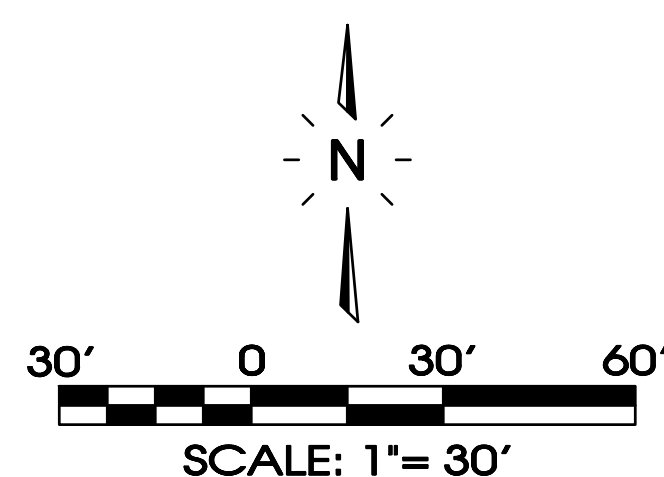
Matt Taylor, P.E.  
Vice-President  
SEC, Inc.





11

- Light Duty Asphalt Pavement



Know what's **below**.  
**Call** before you dig.

REVISED:							
DRAWN: SJA/CFB3							
DATE: 3-13-2025							
CHECKED:							
MAT							
FILE NAME:							
16248lot3							
SCALE:							
1"=30'							
JOB NO.							
16248							
SHEET:							

## Site Plan

## C2.0

**SITE ENGINEERING CONSULTANTS**  
ENGINEERING • SURVEYING • LAND PLANNING

SEC, Inc.

**T** 850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129  
LANDSCAPE ARCHITECTURE  
PHONE: (615) 890-7901 E-MAIL: MTAYLOR@SEC-CIVIL.COM FAX: (615) 895-2567  
NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.E.C. INC.

The site as shown on these construction drawings is intended to achieve specific engineering design criteria and objectives. It is the sole responsibility of the owner/developer to ensure that the construction of the site shown on these construction drawings is in total accordance with the design as noted, described, and illustrated. The engineer assumes no administrative liability or responsibility in the assurance that the site is constructed in accordance with the construction plans.

205 N Thompson Lane

# Lot 3

Murfreesboro, Tennessee





*... creating a better quality of life*

# MEMORANDUM

DATE: April 10, 2025

TO: Ben Newman

FROM: Valerie H Smith

SUBJECT: Green Trails Triout Thompson Lane LLC - 205 N Thompson Lane Lot 2  
Sewer Allocation Ordinance (SAO)  
Variance Request

---

## **Sewer System Capacity**

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

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

Per the most recent sewer connection model of the system and per the 2023 Sewer Allocation report, this Basin MF06A currently has capacity for 7,189 connections. By committing sewer service to this development, Basin MF06A's sewer connection capacity will be reduced by a single-family unit equivalent of 9.1 connections, resulting in 7,180 available connections for future developments. Currently, staff has determined there is capacity downstream of the site. This facility has a larger sewer discharge than the 400 gpd per connection average the model is based upon.

Per the existing Commercial Highway (CH) zoning (allotted 2.5 sfu/acre) and acreage, 1.43 acres, the property is allowed 3.58 sfu's. Therefore, Green Trails Triout Thompson Lane, LLC is requesting a variance of 5.52 sfu's.

The area surrounding I-24 & Old Fort Parkway Interchange is a very attractive area within the City. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

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

# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

---

**Item Title:** Sewer Allocation Variance- North Thompson Lane – Restaurant  
(YMCA Subdivision, Future Lot 3)

**Department:** Planning

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

**Requested Council Action:**

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

---

**Summary**

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

**Staff Recommendation**

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately 28 sfu's for a proposed restaurant.

**Background Information**

The Planning Commission will be considering a preliminary plat for the resubdivision and redevelopment of the YMCA property on North Thompson Lane. This redevelopment will include the realignment of Armory Drive through this property. Two lots are proposed south of the new Armory Drive, both of which are proposed to be developed with restaurant uses. Both lots are zoned Commercial Highway (CH), which only allows 2.5 single-family unit equivalents (sfu) per acre.

Lot 3, which is the northern lot, is  $\approx 2.54$  acres in size, allowing for only 6.35 sfu. The anticipated usage is approximately 34 sfu; therefore, the proposed development requires a variance from the allowable estimated sewer flow. MWRD finds that the system can handle the increased flow from this development. Staff recommends the requested variance is justified by the job creation and tax revenue.

**Council Priorities Served**

*Improve economic development*

The proposed restaurant development will create jobs within the community and provide the City and MWRD additional revenue.

**Concurrence**

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



the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.

**Fiscal Impact**

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

**Attachments**

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



## SITE ENGINEERING CONSULTANTS

ENGINEERING • SURVEYING • LAND PLANNING

April 1, 2025

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

RE: 205 N Thompson Lane Lot 3 Sewer Allocation Variance Request  
205 N Thompson Lane  
Murfreesboro, Tennessee  
SEC Project No. 16248

Dear Mr. Newman:

Please accept this as our variance request for the proposed site to be located along the west side of North Thompson Lane at the intersection with Sam Walton Drive. The property in question is approximately 2.54 acres in size and is zoned Commercial Highway (CH). For this property, the allocation ordinance would allow 1,651 gpd or 6.35 sfue. Based on historical flow of existing users similar to what is anticipated for this project, the projected average sewer usage is 8,840 gpd or 34.0 sfue.

Given this information, Green Trails Triout Thompson Lane LLC requests a variance from the sewer allocation ordinance to grant an **additional 27.7 sfue** of sewer flow. The variance would allow Green Trails Triout Thompson Lane LLC to develop 2 restaurant buildings for the area.

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

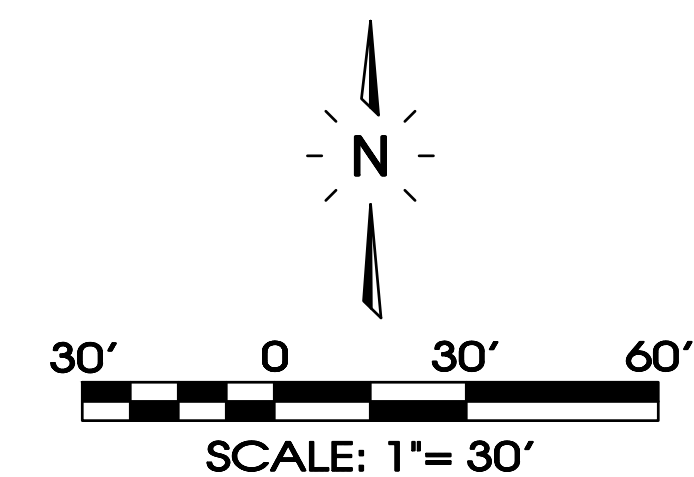
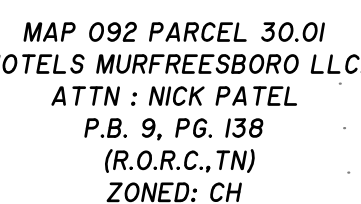
If you have any questions or need additional information, please contact me at 615-890-7901.




Sincerely,

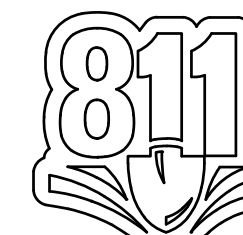
A handwritten signature in red ink that reads "Matt Taylor". The signature is written in a cursive, flowing style.

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






-  - Concrete Pavement
-  - Heavy Duty Asphalt Pavement
-  - Light Duty Asphalt Pavement



Know what's **below**.  
**Call** before you dig.

C2.0	
SHEET:	
JOB NO. 16248	SCALE: 1" = 30'
FILE NAME: 16248\lot2	
MAT	
CHECKED:	
DATE: 3-13-2025	
DRAWN: SUA/CFB3	
REVISED:	
Site Plan	
205 N Thompson Lane Lot 2 Murfreesboro, Tennessee	
	
<b>SEC, Inc.</b> ENGINEERING • SURVEYING • LAND PLANNING 850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129 PHONE: (615) 890-7901 E-MAIL: MTA@SEC-CIVIL.COM FAX: (615) 895-2567 NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.E.C. INC. S.E.C. INC. IS NOT TO BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND THE DESIGN OF THE PROJECT. THE USER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT IN ACCORDANCE WITH THE CONSTRUCTION PLANS. THE USER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PROJECT IN ACCORDANCE WITH THE CONSTRUCTION PLANS.	
SITE ENGINEERING CONSULTANTS	





*... creating a better quality of life*

# MEMORANDUM

DATE: April 10, 2025

TO: Ben Newman

FROM: Valerie H Smith

SUBJECT: Green Trails Triout Thompson Lane LLC - 205 N Thompson Lane Lot 3  
Sewer Allocation Ordinance (SAO)  
Variance Request

---

## **Sewer System Capacity**

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

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

Per the most recent sewer connection model of the system and per the 2023 Sewer Allocation report, this Basin MF06A currently has capacity for 7,189 connections. By committing sewer service to this development, Basin MF06A's sewer connection capacity will be reduced by a single-family unit equivalent of 34 connections, resulting in 7,155 available connections for future developments. Currently, staff has determined there is capacity downstream of the site. This facility has a larger sewer discharge than the 400 gpd per connection average the model is based upon.

Per the existing Commercial Highway (CH) zoning (allotted 2.5 sfu/acre) and acreage, 2.54 acres, the property is allowed 6.35 sfu's. Therefore, Green Trails Triout Thompson Lane, LLC is requesting a variance of 27.65 sfu's.

The area surrounding I-24 & Old Fort Parkway Interchange is a very attractive area within the City. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

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

# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

---

**Item Title:** Amending the Sign Ordinance – Second-Floor Signs  
[Public Hearing Required]

**Departments:** Building and Codes/Planning

**Presented by:** Teresa Stevens, Sign Administrator

**Requested Council Action:**

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

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**Summary**

Ordinance amending the Sign Ordinance Article 1, Section 25.2-2 (Definitions and Interpretation) and Article 2, Section 25.2-26 (On-site permanent sign requirements) regarding "second-floor signs."

**Staff Recommendation**

Conduct a public hearing and enact the ordinance amendment.

The Planning Commission recommended approval of this ordinance amendment on March 5, 2025.

**Background Information**

The Building and Codes Department presented an ordinance amendment [2025-801] regarding revisions to Article 1, Sections 25.2-2 and Article 2, Section 25.2-26 of the Sign Ordinance and pertaining to "second-floor signs." During its regular meeting on March 5, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

**Council Priorities Served**

*Establish Strong City Brand*

This amendment reinforces the City's commitment to customer service, evolving in order to respond to the needs of the local business community.

*Improve Economic Development*

The proposed amendment will allow for an additional type of signage for the business community to utilize in certain zoning districts.

**Attachments:**

1. Ordinance 25-O-14
2. Planning Commission staff comments from 03/05/25 meeting
3. Planning Commission minutes from 03/05/25 meeting

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
MARCH 5, 2025  
SIGN ADMINISTRATOR: TERESA STEVENS**

- 5.d. Sign Ordinance amendment [2025-801] to amend Article 1, Section 25.2-2 (Definitions and Interpretation) and Article 2, Section 25.2-26 (On-site permanent sign requirements) regarding “second-floor signs”, City of Murfreesboro Building and Codes Department applicant.**

**Added Definition:**

The Sign Ordinance provides definitions for words or terms that may deviate from the Webster’s Eleventh Collegiate Dictionary and or the International Building Code. To more clearly define a specific use of signage in Section 25.2-26 On Site Permanent Signs, Staff is proposing adding the term and definition, “*Second-floor sign.*” A type of attached sign that is mounted on the second floor of a multi-tenant commercial building. Second-floor signs do not include projecting signs. A tenant space must have a minimum of twenty linear feet of frontage on the second floor of a building, excluding the basement, to be eligible for a second-floor sign. Any measurement of building frontage shall apply only to the second-floor frontage owned or leased and occupied by the tenant but shall not include a common area. A second-floor sign must be attached to the area occupied by the second-floor tenant and must be set back at least twelve inches from the outer limits of tenant’s building frontage. No part of a second-floor sign shall cover, obstruct, interfere, or extend above or below any window, window ledge, window frame, cornice, accent band, or other architectural feature. A second-floor sign must use individual solid cast letters, channel letters, or reverse channel letters attached directly to the building or to a raceway of the same color as the building. Raceways must be kept in good repair, including without limitation repairing old holes from previous signs.

The photo below is an example of a two-story building with second floor signage very similar to what has been proposed. The sign size here is one square foot per linear foot of tenant space. If a building has multiple floors only the first two floors would be allowed to have signs, excluding the Building ID sign, if permitted.





### **On-Site Permanent Signs, Section 25.2-26**

- This Ordinance Amendment will only affect the following zones or zone overlays, GDO-1, GDO-2, GDO-3, GDO-4 and PUD.
- Signs on the building front of a second-floor multi-tenant building will be allowed under this proposal.
- One sign per second-floor tenant that has at least twenty linear foot of exterior tenant wall along the building front.
- Maximum sign height is 30 inches; 1.5 square foot per linear foot of tenant frontage with a maximum of 100 square feet; sign cannot exceed 75% of tenant frontage
- Limited to the second story of a commercial multi-tenant building.
- Illumination shall be push-thru style lighting; exposed neon tube or exposed LED light sources are prohibited.

The following are examples of allowable sign types in this amendment.

Channel letter sign on raceway



Channel letter sign w/out a raceway



Reverse channel letter w/white light



Reverse channel letter w/color



Solid cast letter no light



Example of solid cast letters



Below are other sign types that have not been included in this amendment.

Backerboard or sign background



Projectiong sign



Cabinet sign



Exposed Neon or LED sign



**Action Needed:**

The Planning Commission will need to conduct a public hearing on this matter and then formulate a recommendation for City Council.



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 5, 2025

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

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

**STAFF PRESENT**

Ben Newman, Dir. of Land Mngt. & Planning  
Matthew Blomeley, Assistant Planning Director  
Richard Donovan, Principal Planner  
Brad Barbee, Principal Planner  
Carolyn Jaco, Recording Assistant  
Teresa Stevens, Sign Administrator  
John Tully, Assistant City Attorney

**1. Call to order.**

Chair Kathy Jones called the meeting to order.

**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 February 19, 2025 Planning Commission meeting.**

Ms. Jami Averwater made a motion to approve the minutes of the February 19, 2025 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

Aye: Jami Averwater  
Tristan Carroll  
Ken Halliburton

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 5, 2025

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

**Sign Ordinance amendment [2025-801] to amend Article 1, Section 25.2-2 (Definitions and Interpretation) and Article 2, Section 25.2-26 (On-site permanent sign requirements) regarding “second-floor signs”, City of Murfreesboro Building and Codes Department applicant.** Ms. Teresa Stevens presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

There being no further discussion, Vice-Chairman Ken Halliburton made a motion to approve the Sign Ordinance amendment subject to all staff comments; the motion was seconded by Mr. Tristan Carroll and carried in favor by the following vote:

Aye: Tristan Carroll  
Ken Halliburton  
Reggie Harris  
Bryan Prince  
Shawn Wright

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MARCH 5, 2025

Kathy Jones

Nay: None

Abstain: Jami Averwater

## **Staff Reports and Other Business:**

**The Courtyards at Franklin Road [2024-1018] amended preliminary plat for 48 lots on 23.49 acres zoned CF and RS-8 located along Franklin Road, Epcon Communities applicant.** Mr. Brad Barbee presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference

Mr. Matt Hamilton (landscape architect) was in attendance representing the application.

There being no further discussion, Mr. Shawn Wright made a motion to approve the amended preliminary plat subject to all staff comments; the motion was seconded by Mr. Bryan Prince 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



**ORDINANCE 25-O-14** amending the Murfreesboro City Code, Chapter 25.2, Signs, Sections 25.2-2 and 25.2-26, regarding second-floor signs, Murfreesboro Building and Codes Department, applicant [2025-801]

**WHEREAS**, the City promotes and protects the public health, safety, and general welfare; and,

**WHEREAS**, the City seeks to allow adequate opportunity for free speech in the form of messages or images displayed on signs, while balancing that interest against public safety and aesthetic concerns impacted by signs; and,

**WHEREAS**, City staff recommends changes to the regulations imposed by Chapter 25.2, Signs, of the Murfreesboro City Code narrowly tailored to support the City's interests; and,

**WHEREAS**, City staff recommends changes to Sections 25.2-2 and 25.2-26 of Chapter 25.2, Signs, of the Murfreesboro City Code, in order to allow for second floor signs in certain zoning districts within the City; and

**WHEREAS**, City Council finds that these recommendations are consistent with State and Federal law and the reasonable regulation of lawful activity.

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

**SECTION 1.** Chapter 25.2, Signs, Article I, General Provisions, Section 25.2-2, Definitions; Interpretation, of the Murfreesboro City Code is hereby amended at subsection (A), by adding the following definition in alphabetic order:

*“Second-floor sign.”* A type of attached sign that is mounted on the second floor of a multi-tenant commercial building. Second-floor signs do not include projecting signs. A tenant space must have a minimum of twenty linear feet of frontage on the second floor of a building, excluding the basement, to be eligible for a second-floor sign. Any measurement of building frontage shall apply only to the second-floor frontage owned or leased and occupied by the tenant but shall not include a common area. A second-floor sign must be attached to the area occupied by the second-floor tenant and must be set back at least twelve inches from the outer limits of tenant's building frontage. No part of a second-floor sign shall cover, obstruct, interfere, or extend above or below any window, window ledge, window frame, cornice, accent band, or other architectural feature. A second-floor sign must use individual solid cast letters, channel letters, or reverse channel letters attached directly to the building or to a raceway of the same color as the building. Raceways must be kept in good repair, including without limitation repairing old holes from previous signs.

**SECTION 2.** Chapter 25.2, Signs, Article II, Sign Regulations, Section 25.2-26, On-site permanent sign requirements, of the Murfreesboro City Code is hereby amended at subsection (C), by adding the following subsection (10):

(10) **SIGNS PERMITTED IN GDO-1, GDO-2, GDO-3, GDO-4 AND PUD ZONING DISTRICTS:**

(a) Commercial use areas of PUD or commercial zoned areas of GDO-1, GDO-2, GDO-3, or GDO-4.

[1] Type – Second floor signs:

Number – One per second-floor tenant. Limited to the number of occupied tenant spaces on a second floor that have at least twenty linear feet of an exterior wall along the frontage.

Size – 30” maximum height; allowable area of 1.5 sq ft per linear foot of tenant frontage (100 sf maximum area). Signage may not exceed a length of 75% of the frontage of tenant’s occupied space.

Setback – N/A

Height – limited to second story of a commercial multi-tenant building

Illumination – push-thru style lighting; exposed neon tube or LED light sources are prohibited.

- (b) Nothing in this section shall be construed to limit or curtail noncommercial speech in favor of commercial speech. A person may erect a sign in conformity with this section that is used in whole or in part for noncommercial speech.

SECTION 3. The captions and headings of the sections throughout this Ordinance are intended solely to facilitate reading and reference to the sections and provisions of this Ordinance. Such captions shall not affect the meaning or interpretation of this Ordinance.

SECTION 4. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1<sup>st</sup> reading \_\_\_\_\_

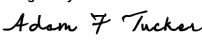
2<sup>nd</sup> reading \_\_\_\_\_

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

ATTEST:

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

APPROVED AS TO FORM:

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

SEAL

# COUNCIL COMMUNICATION

**Meeting Date: 04/17/25**

---

**Item Title:** Schools FY25 Budget Amendment #8

**Department:** City Schools

**Presented by:** Trey Duke, Director

**Requested Council Action:**

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

---

**Summary**

Consider schools budget amendment #8 to the FY25 General Purpose fund.

**Staff Recommendation**

Approve Resolution 25-R-11 amending the FY25 General Purpose fund as presented.

**Background Information**

On March 25th, the Murfreesboro City School Board approved new revenue for the General Purpose fund in Interest Income.

- Interest Income of \$28,000 of new revenue not previously budgeted will be recognized to offset technology cabling expenditures for the Reeves-Rogers addition.

On April 8th, the Murfreesboro City School Board approved new revenue for the General Purpose fund in donations and gifts and transferred money from Regular Capital Outlay account to Technology account.

- Donations and gifts in the amount of \$1,000 were made by Redstone Federal Credit Union to assist with an employee event.
- Transferred \$79,700 from Regular Capital Outlay to Technology cabling to assist with the new facility on Ridgley Rd. Plus, the transfer of \$14,000 within Capital Outlay for furniture and fixtures.

**Council Priorities Served**

*Responsible budgeting*

Presenting budget amendments ensures compliance with state law, School Board policy, and City Council policy.

**Fiscal Impact**

The total increase in revenue of \$29,000 will be adjusted within the General Purpose fund to recognize new revenues to offset related expenditures and the transfer across accounts will not affect fund balance.

**Attachments**

1. Resolution 25-R-11
2. Exhibit A: MCS Budget Amendment #8



**RESOLUTION 25-R-11** amending the Fiscal Year 2025 (hereafter "FY2025") Murfreesboro City Schools Budget (8<sup>th</sup> Amendment).

**WHEREAS**, the City Council adopted Resolution 24-R-17 on June 13, 2024, to implement the FY2025 Murfreesboro City Schools Budget; and

**WHEREAS**, it is now desirable and appropriate to adjust and modify the FY2025 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

**SECTION 1.** The FY2025 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on attached Exhibit A.

**SECTION 2.** This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.


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

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

ATTEST:

APPROVED AS TO FORM:

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

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

Murfreesboro City Schools Budget Amendment (#8)

BOE Approval

3/25/2025

General Purpose Schools Fund 141  
Fiscal Year 2024-25

Exhibit A to Resolution 25-R-11

BUDGET		AMENDMENT		INCREASE	
Account Description		AS PASSED OR PREV AMENDED	AMENDED BUDGET	(DECREASE)	
<u>Revenues</u>					
Interest Income		321,405	349,405	28,000	
Total Increase in Revenues	\$	321,405	\$ 349,405	\$ 28,000	
<u>Expenditures</u>					
Technology Cabling		25,000	\$ 53,000	\$ 28,000	
Total Increase in Expenditures	\$	25,000	\$ 53,000	\$ 28,000	

CHANGE IN FUND BALANCE (CASH)

Recognize additional interest income of \$28,000 not previously budgeted. This will be used for the new expenditures related to the Reeves Rogers addition.

Murfreesboro City Schools Budget Amendment (#8)

BOE Approval

4/8/2025

General Purpose Schools Fund 141

Fiscal Year 2024-25

Exhibit A to Resolution 25-R-11

Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>				
141 R 44570	Donations and Gifts	190,031	191,031	1,000
Total Increase in Revenues		\$ 190,031	\$ 191,031	\$ 1,000
<u>Expenditures</u>				
141 E 73300 399	Other Contracted Services	\$ 52,500	\$ 53,500	\$ 1,000
Total Increase in Expenditures		\$ 52,500	\$ 53,500	\$ 1,000
CHANGE IN FUND BALANCE (CASH)				-

New revenue of \$1,000 as a donation from Redstone Federal Credit Union to assist with an employee event.



**Murfreesboro City Schools Budget Amendment (#8)**

BOE Approval

4/8/2025

**General Purpose Schools Fund 141  
Fiscal Year 2024-25**

Exhibit A to Resolution 25-R-11

Budget Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Expenditures</u>			
Other Capital Outlay	3,100,000	3,006,300	(93,700)
Furniture & Fixtures	80,000	94,000	14,000
Cabling	53,000	132,700	79,700
Total Increase in Expenditures	\$ 3,233,000	\$ 3,233,000	\$ -

**CHANGE IN FUND BALANCE (CASH)**

This recognizes expenditures related to 910 Ridgely Rd. The school board passed an amendment on 2/25/25 to move unassigned fund balance to Capital Outlay. This amendment will move \$14,000 within Capital Outlay to Furniture & Fixtures and move \$79,700 to Technology cabling for the new facility. This will not affect fund balance.

# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

---

**Item Title:** Resolution 25-R-13 regarding the possession, use, and consumption of beer, wine, and alcoholic beverages at Old Fort Golf Course

**Department:** Golf

**Presented by:** Nate Williams, Executive Director, Recreation Services

**Requested Council Action:**

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

---

**Summary**

Resolution 25-R-13 amends the rules governing the possession, use, and consumption of beer, wine, and alcoholic beverages at Old Ford Golf Course

**Staff Recommendation**

Adopt Resolution 25-R-13

**Background Information**

The current rules regarding the possession, use, and consumption of beer, wine, and alcoholic beverages at Old Ford Golf Course were adopted by City Council in 2008 pursuant to Resolution 08-R-22. Resolution 25-R-13 largely restates those rules. The only significant change is in paragraph 4 of the rules, which would allow the organizer of a special event to provide alcoholic beverages to event participants at no cost to the participants, through means other than purchasing them through the Course itself, under the following conditions:

- (a) any beer served is served by an entity that holds a caterer beer permit from the City of Murfreesboro;
- (b) any wine or liquor is served by an entity that holds a liquor-by-the-drink caterer license from the Tennessee Alcoholic Beverages Commission;
- (c) the organizer maintains commercial general liability insurance with limits of not less than \$1,000,000 and written or endorsed to name the City as an additional insured; and
- (d) the entity serving alcohol maintains both commercial general liability and liquor liability insurance each with limits of not less than \$1,000,000 and written or endorsed to name the City as an additional insured.

**Operational Issues**

None

**Fiscal Impact**

None

**Attachments**

Resolution 25-R-13

4932-6414-3411 v.1



**RESOLUTION 25-R-13** regarding the possession, use and consumption of beer, wine, and alcoholic beverages at Old Fort Golf Course.

**WHEREAS**, members of City Council have expressed interest in amending the rules regarding the possession, use, and consumption of beer, wine, and other alcoholic beverages at Old Fort Golf Course, which were originally adopted by Resolution 08-R-22 on October 14, 2008; and

**WHEREAS**, pursuant to Murfreesboro City Code § 4-90, Beer, Wine and Other Alcoholic Beverages on City Property, the City Council wishes to adopt said rules as contained in Attachment A hereto.

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

SECTION 1. Approves and adopts the rules contained in Attachment A hereto for the Old Fort Golf Course.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.


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

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

ATTEST:

APPROVED AS TO FORM:

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

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

## **ATTACHMENT A**

### **Old Fort Golf Course Rules Regarding Alcoholic Beverages**

1. The sale, distribution, and consumption of alcohol beverages at the Old Fort Golf Course ("Course") are prohibited except as set forth in these rules.
2. All sales, distribution, and consumption of beer at Course shall be through the Course concessions unless otherwise agreed to by the Director of the Course or the Director's designee.
3. No outside alcohol shall be allowed on the Course except as provided in paragraph 4 with respect to special events. As used in these rules, a "special event" means a reservation for use of the entire Course that is made and paid for at least sixty (60) days in advance of the reserved time.
4. The Director may allow the organizer of a special event to provide alcoholic beverages to event participants at no cost to the participants, through means other than purchasing them through the Course itself, under the following conditions:
  - (a) any beer served is served by an entity that holds a caterer beer permit from the City of Murfreesboro;
  - (b) any wine or liquor is served by an entity that holds a liquor-by-the-drink caterer license from the Tennessee Alcoholic Beverages Commission;
  - (c) the organizer maintains commercial general liability insurance with limits of not less than \$1,000,000 and written or endorsed to name the City as an additional insured; and
  - (d) the entity serving alcohol maintains both commercial general liability and liquor liability insurance each with limits of not less than \$1,000,000 and written or endorsed to name the City as an additional insured.

In addition, if an organizer of a special event wishes to serve beer or non-alcoholic beverages not purchased from the Course itself, the organizer shall be required to pay the Course a fee equal to twenty-five percent (25%) of the total retail value of the beer and non-alcoholic beverages distributed at the event. In addition, beer kegs may be permitted during a special event but only with prior approval of the Director and the payment of a fee of twenty dollars (\$20.00) per keg. Under no circumstances shall any beverage be sold at the Course other than through the Course's concessions. The Director may deny the request of a special-event organizer to serve alcoholic beverages to event participants through means other than purchasing them through the Course of itself where the organizer or those affiliated with the organizer have previously failed to comply with Course rules or where in the Director's discretion serving alcohol at the event presents an unreasonable risk of damage to City property or to the health and safety of City employees and/or event participants.
5. All beverages sold, distributed, or consumed on the Course must be served in aluminum or plastic. No glass allowed.
6. Anyone purchasing beer shall be required to show identification and must be at least twenty-one (21) years of age.
7. Persons on the Golf Course may only purchase two (2) beers per person at any one time from the beer cart.
8. Persons in the Course concessions may only purchase six (6) beers at any one time to be taken onto the Course.
9. Sale, distribution, or consumption of beer on the Course shall only occur during the hours allowed by law.
10. No individual shall be allowed to bring alcoholic beverages onto the Course

except in accordance with these rules. Such conduct shall be grounds for removal and for being barred from the facility.

11. The Course is a family-oriented facility, and drinking in excess will not be tolerated. All patrons must use good judgment and drink responsibly. Public drunkenness will not be tolerated and is grounds for removal and for being barred from the Course.



# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

---

**Item Title:** Solid Waste Fee Schedule Adjustment

**Department:** Administration

**Presented by:** Darren Gore, City Manager

**Requested Council Action:**

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

---

**Summary**

Consider resolution to adjust solid waste fees.

**Recommendation**

Approve Resolution 25-R-14.

**Background Information**

On April 10, 2025, Council reviewed the solid waste fee structure proposal. The proposed resolution implements the fees as discussed. The proposed schedule of fees adjusts weekly residential curbside pickup to \$13.50 per month. It adjusts bi-weekly commercial curbside pickup outside the City Core Overlay to \$45 per month. The fee for commercial carts inside the City Core Overlay remains at \$30 per month for bi-weekly pickup. Other items, including charges for bulk item pick-up, loose grass clippings and larger volume brush and limb pickups, solid waste cart replacement, and special event service, are not changed with this adjustment.

The current total solid waste fees generate \$8.16 million in revenue. The FY26 budget anticipates the proposed fee adjustment will provide an additional \$1.56m in revenue (\$9.72m in total) to cover around 70% of the estimated \$13.6m in solid waste operating expenses. The fee adjustment is proposed to go into effect July 1, 2025.

This long-planned increase moves the City's solid waste collection utility service toward self-supporting operations, a process that should be completed over the next seven years. During the interim, the General Fund continues to support this utility service.

**Council Priorities Served**

*Responsible budgeting*

Utilizing fee revenue to provide utility services is the most equitable method of allocating operating costs.

**Fiscal Impacts**

Increase of \$1.56 million in FY26 revenues.

**Attachments**

Resolution 25-R-14; solid waste collection and disposal fee schedule

**RESOLUTION 25-R-14** adopting Solid Waste Collection and Disposal Fee Schedule.

**WHEREAS**, Murfreesboro City Code, Section 14-9, Fees; states that “The City Mayor and Council shall establish by resolution a schedule of fees, rates, and/or credits for the following: (1) The collection and disposal of all solid waste generated within the corporate limits of the City of Murfreesboro; (2) The collection and disposal of all solid waste generated through any solid waste authority, utility district, or other entity controlled by the City; and (3) Disposal of all solid waste in any City owned or controlled, Class 1-class 4 disposal site, transfer station, convenience center and/or recycling station or center.”

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

**SECTION 1.** The following Solid Waste Collection and Disposal Fee Schedule are hereby adopted:

**(a) Solid Waste Collection**

<i>Residential Collection:</i> One time a week service	\$13.50 per month per cart
<i>Residential Collection:</i> “Go Back” Service	\$25.00 per occurrence
<i>Residential Drop-Off:</i> City Convenient Center	\$0.00
<i>Commercial:</i> Two times a week service	\$45.00 per month per cart
<i>Commercial:</i> Two times a week service (inside City Core Overlay District)	\$30.00 per month per cart
<i>Commercial Collection:</i> “Go Back” Service	\$50 per occurrence

**(b) Brush, Limb and Yard Waste Collection:**

<i>Residential Curbside Collection</i>	
6’x6’x6’ (8 CY) collection or less	\$0.00
12’x6’x6’ (16 CY) collection	\$25.00 per load
1 full Boom Truck Load 22 yds of service	\$50.00 per load
Bagged Grass Clippings	\$0.00 per load
Loose Grass Clippings	\$5.00 per load
<i>Commercial Curbside Collection</i>	\$150.00 per load
<i>Residential Drop-Off at Mulching Facility</i>	
Murfreesboro City Resident	\$0.00
<i>Commercial Drop-Off at Mulching Facility</i>	
6’x6’x6’ (8 CY) or less	\$40.00 per load
12’x6’x6’ (16 CY)	\$75.00 per load
12x9x6 (24 CY)	\$100.00 per load



(c) Bulk Item Collection:

For pickup of curbside bulky items such as couches, chairs, furnishings, mattresses, and box springs, please call 24 hours in advance of your trash service day. Service charges will apply for bulk item collection at \$10 per item for the first 3 items and \$30 per item for every item over 3. Applicable charges will be applied to your utility account.

(d) Replacement Solid Waste Carts

Current Market Cost

(e) Special Event or Property Clean-up Solid Waste Services Determined by Solid Waste Director per event or occurrence

SECTION 2. This Resolution shall be effective on July 1, 2025.


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

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

ATTEST:

APPROVED AS TO FORM:

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

Signed by:  
  
\_\_\_\_\_  
43A2036E51F9401...  
Adam F. Tucker  
City Attorney

## COUNCIL COMMUNICATION

**Meeting Date:** 04/17/2025

---

**Item Title:** Purchase of 48-passenger Special Education School Bus

**Department:** City Schools

**Presented by:** Trey Duke

**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

Purchase of one 48-passenger special education school bus.

### Staff Recommendation

Approve the purchase of a 48-passenger special education school bus from Mid-South Bus Center, Inc.

### Background Information

The City of Murfreesboro issued ITB-26-2025 on March 18, 2025, to purchase a 48-passenger special education bus with wheelchair accessibility. Mid-South Bus Center, Inc. was the respondent with the lowest bid of \$164,950.

This purchase of an additional bus was included in the five-year capital plan that was approved by the City Schools Board on September 24, 2024.

### Council Priorities Served

*Maintain public safety*

The purchase of an additional special education bus will allow City Schools to efficiently provide transportation to special education students served by the school district.

### Fiscal Impact

The cost of this purchase, \$164,950, is funded through County Shared Bonds previously approved by City Council.

### Attachments

Contract with Mid-South Bus Center, Inc.

## **Agreement for Special Education School Bus**

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 **Mid-South Bus Center, Inc.**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-26-2025 – "48-Passenger Transit-Style Special Education School Bus," issued February 25, 2025 (the "Solicitation");
- Contractor's Proposal, dated March 14, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, dated March 14, 2025 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

### **1. Duties and Responsibilities of Contractor.**

Contractor shall provide and City shall purchase one (1) Transit-Style Special Education School Bus based on Contractor's Proposal, Price Proposal and the specifications set forth in "ITB-26-2025 – Special Education School Bus."

### **2. Term.**

The term of this Agreement commences on the Effective Date and expires on October 31, 2025, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- a. Upon thirty (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 thirty (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 fifteen (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.**

The price for the services and other items to be provided under this Agreement is set forth in the Price Proposal, reflecting a **total price of One hundred sixty-four thousand nine hundred fifty dollars and zero cents (\$164,950.00)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. All invoices must be submitted to [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov) with a copy to the Contact person.

- 4. **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.

- 5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000.00), 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, and (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

**6. Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or

patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
  - a. Procure for the City the right to continue using the products or services.
  - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
  - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:  
City Manager  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

If to Contractor:  
Mid-South Bus Center, Inc.  
Attn: Chuck LaLance III  
3512 Bill Smith Drive  
Murfreesboro, TN 37129  
chuck@thebuscenter.com

8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable

notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written



consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
18. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
19. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
20. **Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106. Bids not conforming with this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.
21. **Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to TCA § 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.
22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures to appear on following page]

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

**City of Murfreesboro, Tennessee**

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

**Mid-South Bus Center, Inc.**

Signed by:  
By: Chuck Lalance  
Chuck Lalance III, Co-Owner/Sales

Approved as to form:

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

## 2. BID SPECIFICATIONS

### 2.1. Scope of Project

The purpose of this Invitation to Bid (ITB) is to procure one 48 Passenger Transit Style Special Education School Bus for Murfreesboro City Schools based on the specifications provided in Section 2.2. All prices shall be quoted F.O.B. Murfreesboro, TN, and delivery to the MCS location shall be without additional charge. Bid response must include anticipated delivery date and show number of days required for delivery under normal conditions. Failure to state delivery time may result in the bid response being disregarded. Vendor must keep the Office of Assistant Superintendent of Operations advised at all times of status of order. The Vendor must complete the bus specification sheet and Bid Form and supply and deliver the following equipment and accessories, using the specifications listed in Section 2.2.

### 2.2. Specifications

Bidder MUST complete this form and the following specification sheet, along with the Bid Form on page 13.

	Bus Specifications	YES	NO	Explain Exceptions
Year Model	New 2024 or 2025 model transit-style school bus	★	X	2026 model or Newer
Seating Capacity*	To be delivered as 48 passenger + 1 Wheelchair with continuous track+ Driver, but convertible to 42 passenger + 2 Wheelchair with continuous track + Driver, and convertible again to 36 passenger + 3 Wheelchair with continuous track + Driver		X	48 passenger shell.. delivered 36 + 1w/c, converts to 30 + 2w/c + converts to 24 + 3w/c
Delivery	Guaranteed delivery to Murfreesboro City Schools bus garage by date included in bid response	✓		Approx June 2025 or sooner
Manuals	Owner's Manual included	✓		with delivery of bus
Warranty	12 to 24 months w/24,000 or more miles bumper to bumper	★✓		3yr/50,000 bumper to bumper
Engine Warranty	5 years/ 100,000 miles	✓		
Transmission Warranty	7 years unlimited miles	✓		
Towing coverage	Engine problems minimum two years	✓		
Mobile Repair Service	Must include 24-hour response and on-site service for warranty repairs	✓		
Recommended Parts Stock List	Include a list of parts with pricing of suggested stock parts	✓		Attachment INCLUDED
State of Tennessee and Federal School Bus Standards	Buses shall meet all current state of Tennessee and federal minimum standards for school buses. Factory direct deliveries are not acceptable. Product must have a pre-delivery inspection at an in-state facility. Payment will not be made until bus passes the state's inspection process.	✓		If awarded, MCS shall schedule state of Tennessee inspection within 10 days of delivery. We expect payment to be "Net" 10 days after delivery.
In-state Sales and Service Facility	Bidder must have a fully licensed in-state sales and service facility. State Dealer License # is 00014431			

\*Flexibility in seat spacing to accommodate special devices is necessary to meet passenger requirements. All seating shall meet the requirements of FMVSS No. 222, School Bus Passenger Seating and Crash Protection.



## BUS SPECIFICATION SHEET

Specifications		Yes	No
<b>Bidders must check "Yes" only if all specifications are fully met.</b>			
Body-Chassis			
CHASSIS			
Axle Ratio	Gears to go 75mph and governed at 70mph	✓	
Air compressor	Minimum of 18.7CFM	✓	
Air Dryer	Bendix AD-IP with heater	✓	
Air tanks	3 or 4 tanks to exceed 5,850 cubic inch capacity	✓	
Air tanks	Remote skirt mtd access door to drain all air tanks	✓	
Alternator	Minimum 240 amp A.C. Delco <i>320 Amp Lencore</i>	✗ ✓	
Axle, Front	13,200 lbs. w/synthetic lubed hubs	✓	
Axle, rear	20,000 lbs. w/synthetic lubed hubs	✓	
Batteries	Three group 31 w/3000 CCA minimum	✓	
Batteries	Battery tray to include heavy duty roller ball bearings	✓	
Battery	Battery cut-off switch located in battery compartment	✓	
Block Heater	Minimum 750 watt w/receptable mtd to frt fender area	✓	
Body Length	Body not to exceed 40' long	✓	
Brakes	Air operated front and rear	✓	
Brakes	ABS	✓	
Bumper 3/16" steel, Front	Reinforced w/air or electric operated crossing arm w/retainer	✓	
Bumper 1/4" steel, rear	Reinforced	✓	
Crossarm	Electric operated polycarbonate	✓	
Driveline	Guards around each shaft	✓	
Engine Rating	Minimum 220 HP and 600 ft. lbs Tg	✓	
Engine Type	Inline 6-cylinder diesel	✓	
Engine Warranty	5 years - 100K miles	✓	
Engine Exhaust brake	Include turbo engine exhaust break, i.e. Jake Brake	✓	
Exhaust	Left side under bumper	✓	
Frame	50,000 lbs. psi	✓	
Fuel Filter	Spin on type at the engine	✓	
Fuel/ Water separator	Heater Racor w/see through bowl	✓	
Fuel Tank	100 gal between frame rails, include protective skid plate		X 60gal
Fuel Tank	Include fuel door and sender access plate at interior floor	✓	
Fuel Tank	Fuel door to include positive thumb latch	✓	
High/low idle switch	Dash mounted	✓	
Instruments	Speedometer, voltmeter, oil pressure, dual air gauges	✓	
Instruments	Hour meter, Transmission temperature gauge	✓	
Instruments	Cruise control	✓	
Instruments	Heavy-duty turn signal steering column mtd	✓	

		YES	NO
Instruments	Air filter restriction indicator, tachometer, fuel gauge	✓	
Radiator	Shall be stationary and shall not include swing out feature to avoid potential leaks	✓	
Shocks	Front and rear	✓	
Suspension, front	Springs front suspension w/13,200 lbs. minimum GVWR	✓	
Suspension, rear	Air ride rear suspension w/23,000 lbs. minimum GVWR		X 2pk lbs. GVWR
Stability control	To include electronic stability control	✓	
Starting aid	Grid heater	✓	
Steering wheel	Tilt & telescope	✓	
Tires	Front and rear tires to be balanced and aligned	✓	
Tires	Front and rear to be highway tread	✓	
Tires	Michelin or <u>Hankook</u>	✓	
Tow Hooks	Front & rear mounted	✓	
Transmission	Allison PTS 2500 Series automatic w/6 speeds & reverse	✓	
Transmission	With internal or external cooler, and water filter	✓	
Transmission	To include Allison "Fuel Sense" for maximum MPG efficiency	✓	
Wheel Base	232"		X 136"
Wheels	Disc hub piloted, 22.5 x 8.25 painted black	✓	
Wiring	Color and number coded	✓	
Wiring	Include manual re-setting circuit breakers for body items	✓	
<b>BODY</b>			
Air conditioning	126K BTU total, MCC Brand, front inwall and rear inwall evaporators, skirt mtd condensers, dash vent evaporators, and dual compressors	✓	
Access Panel	Access panel below driver's window with lock	✓	
Access Panels	3 - Located below windshield & must include locking device	✓	
Air horn	Roof-mounted Air Horn	✓	
Assist Rail	include left and right side assist/handrails at stepwell	✓	
Backing horn	112 DBS- installed under rear bumper area	✓	
body Clips	All body mounts to be double bolted for maximum strength	✓	
Cell phone power outlet	Driver's dash area mounted	✓	
Defroster fans	Three 6" dash-mounted fans	✓	
Door, emergency	Upper & Lower glass, 3 point latch, & retainer	✓	
Door, entrance	Outward opening, air operation w/ 3 position switch	✓	
Door, entrance	Include vandal lock located in electrical comp below driver's window	✓	
Document Holder	6" x 9" document holder mounted at front header	✓	
Driver's Storage	Driver's storage pouch at rear of driver's seat	* ✓	(2) Sprocket barrier cutters
Driver's Storage	Glove box mounted right side front dash area lock & key	✓	
Fenders	Front & rear rubber fenders over each wheel well	✓	
Header Storage	Safety compartment in front header – 10" x 42" minimum	* ✓	USED FOR A/C evaporator
Emergency exits	4 - push out windows with buzzers	only 2 p/o for TN	X
Emergency exits	2 - roof hatches w/buzzers	only 1 R/H. for TN	X

YES NO

Floor Design Seat and Wheelchair Locations	48 passenger + 1 Wheelchair with continuous track+ Driver, but convertible to 42 passenger + 2 Wheelchair with continuous track + Driver, and convertible again to 36 passenger + 3 Wheelchair with continuous track + Driver	SEE Floorplan Picture	X - 48 passenger still, delivered 36+1w/c converts to: 30+2w/c 24+3w/c
Flooring	Black koroseal	✓	
Flooring	Metal aisle trim	✓	
Flooring	Black koroseal over wheel housings	✓	
Flooring	5/8" exterior grade plywood subfloor glued down	✓	
Headroom	Minimum 78 inches	✓	
Heaters	Min. 91K BTU front w/removable filter	✓	
Heaters	Min. 15K BTU driver's foot heater or 50K BTU stepwell heater	15K drivers ✓	
Heaters	Min. 84K BTU rear w/removable filter behind rear axle	✓	
Heaters	Include heavy-duty heater metal booster pump for rear heater	✓	
Heaters	List total heater BTU's offered	total 190,000 BTU's	
Heaters	Dual heater cut off and dash mounted water regulator valve	✓	
Identification	Black letters: "Murfreesboro City Schools", Bus Numbers	✓	
Identification	6" numbers, sides, front, rear	✓	
Identification	3 yellow vinyl year model numbers "2024" or "2025" on rear bumper	✓	
Identification	3' Bus #'s and "Murfreesboro City Schools" on roof-black	✓	
Insulation	2" fiberglass insulation in roof, & front, rear, and side walls	✓	
Insulation	1/2" sound absorbing foam installed under driver toeboard	✓	
Insulation	Noise reduction pkg. include perforated ceiling driver's area	✓	
Lights	Side mounted directional	Qty 3 side mtd directionals per side	★ ✓ Amber
Lights	4" red strobing LED wired to brakes & warnings mid rear door	Driver's ALERT INCLUDED	★ ✓
Lights	Dome lights to be LED include driver's and stepwell	✓	
Lights	Exterior LED lights mounted at entrance door	inside + out	★ ✓
Lights	LED Headlights w/daytime running and alternating w/warnings	★ ✓	
Lights	Warning lights to be halogen bulbs with individual hoods	✓	
Lights	Clearance & cluster lights to be LED	✓	
Lights	Front and rear amber directionals 7" w/arrows	✓	
Lights	Rear roof mounted strobe light w/guard	LED	★ ✓
Lights	16 light minor mounted front bulkhead area	✓	
Lights	Additional (fifth) LED Brake Light on rear door	Driver's ALERT	★ ✓
Mirrors	Interior - 8" x 30" clear with integrated back up camera monitor that automatically comes on when the bus transmission is shifted into reverse	6" x 30"	X 6" x 30" w/Backup
Mirrors	Exterior - all to be heated & remote controlled	✓	
Mud flaps	Front and rear mud flaps full length	✓	
Noise switch	Maintained switch - dash mounted	✓	
Paint roof	Roof to be painted white	✓	
Paint roof	Area above side windows shall be yellow and white only	✓	
Parts Report	Copy of complete bus parts printout	delivered w/Bus	✓
Radio	AM/FM/PA/CD w/ 8 speakers	AM/FM/PA/CD	X - 6 speakers



		YES	NO
Reflective Tape	"SCHOOL BUS" front and rear caps to be reflective	✓	
Reflective Tape	Reflective tape at all exits, rear, sides full length	✓	
Reflectors	To be mechanically attached	✓	
Roof bows	One Piece	✓	
Roof rails	Roof crash rails mounted inside roof panels	✓	
Rub Rails	Provide Four Rubrails all painted black	✓	
Rub Rails	Include bumper and window wrap around rub rails	✓	
Safety	Fire extinguishers, body fluid kit, flares, First Aid kit	✓	
Safety	Windshield hammer and seat belt cutter	✓	
Safety	All Out warning device to include dome lights activation	✓	
Safety Compartment	Flares to be mounted in bulkhead compartment <i>floor mtd.</i>		X A/C uses this space
Seat Barriers	Include 5 pocket barrier cover on right side <i>Both Barriers</i>	★ ✓	
Seat frames	Frames to be black powder coated and belt ready	✓	
Seats and belts	Safeguard Safety Seats W/ 3 Point Seat Belts (FE200868-4) and Child Restraint (or an equivalent industry-standard model meeting applicable safety regulations) <i>ICS on First two Rows.</i>	✓	
Seat Space	26" minimum spacing <i>31" Seat SEE Floorplan</i>	★ ✓	
Seat Space	Include floorplan demonstrating 26" spacing <i>29" Kneecan</i>	★ ✓	
Seats/Driver	High back, air operated with shocks	✓	
Seats/Driver	Include tilt back, fabric insert, adjustable back, and heated seat cushion	✓	
Seats/Driver	Right and left side arm rest	✓	
Seats/Driver	Florescent Orange lap and shoulder belt	✓	
Seats/Passenger	39" DOT fire block upholstery - brown or gray <i>GRAY</i>	✓	
Side Panels	Interior - Aluminized steel side walls	✓	
Solenoid	Disconnect all body circuits	✓	
Stepwell	3 steps, include stepwell guard under entrance door	✓	
Stepwell	To include white floor step nosing	✓	
Stoparm	Reflectorized upper & lower strobing & LED lights	✓	
Vents	2 - driver's fresh air & static roof vent	✓	
Wheelchair lift location	Rear curb side <i>BROWN w/ Brake interlock</i>	✓	
Wheelchair lift specifications	Automatic Positioning at Floor Level with single door <i>w/ Interior + Exterior tugway light.</i>	★ ✓	
Windows, Passenger	Black aluminum frames, 12" opening w/dark tint include rear	✓	
Windows, Driver	Double sliding, aluminum sash, tempered	✓	
Windshield	Two-piece curved for maximum driver sight, tinted & shaded	✓	
Windshield	2 grip handles above windshield	✓	
Wipers	Dual switches with high, low & intermittent speeds	✓	
Wiring	Color & number coded	✓	
Wiring/Accessory	12-volt outlet for cell phone in instrument panel	✓	
Circuit Breakers	Manually resetting breakers for body and chassis	✓	
Zonar	Zonar V3 GPS hardware mounted in driver's storage area		X Not included

**PURCHASING DEPARTMENT  
BID FORM**

**BID:**  
48 Passenger Transit Style Special Education Bus

**Date:** 3/18/25

**INSTRUCTIONS:**

All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories, delivery, freight, and any other standard equipment necessary to provide this service. The City is not subject to sales tax.

**NAME OF DEALER:** mid-South Bus Center, Inc. **STATE DEALER LICENSE #:** 00014431

**Address of Dealer:** 3512 Bill Smith Drive, Murfreesboro, TN. 37129

**Sales Contact Name, Phone, Email:**  
Co-owner - Chuck LaLance (615) 890-6368, Chuck@thebuscenter.com

**Bus Year and Model:** NEW 2026 Thomas Safe-T-Liner EFX 09185 Special Needs School Bus

**Signature:** *[Signature]*

Quantity	Item	Price EACH
1	48 Passenger Transit-Style Special Education School Bus <sup>- shell</sup>	\$ 164,950.00 each
<del>one hundred sixty four thousand nine hundred fifty dollars + <math>\frac{0}{100}</math></del>	<del>48 passenger shell</del>	<del>each</del>
	Delivered 36 + 1w/c = 37 passengers Converts to 30 + 2w/c = 32 passenger Converts to 24 + 3 w/c = 27 passenger all with the removal of the track mounted seats. Floorplan is included!	* only one bus available at this price. TBB Order # 240983 TBB Body # 2431194 VIN 1TB819D27T1240983

\* This bus also includes the following items: Fire Evacuation Blanket, Universal Handicap Blue 6"x6" sticker exterior, prewired for two way radio, ALL rear Stop/Tail/Dir/+REVERSE lights are LED, REAR side mtd LED at wheel well wired to come on w/Reverse, Front and Rear tow hooks, Three w/c positions w/ Auto Retracting tie downs w/ Bags + Shoulder + Lap belts, Floor L-TRACT 4 piece parallel Rt & Left side Rear of bus, 5 head digital camera compatible with your current fleet, and \* 3 year/50,000 mile Bumper to Bumper Warranty.

\* Save \$2500 to delete camera.  
Page 5 of 18 two thousand five hundred dollars +  $\frac{0}{100}$ .

# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

---

**Item Title:** Purchase of Vesta 911 Command Posts from Motorola

**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 purchase of Vesta 911 command posts from Motorola.

**Staff Recommendation**

Approve the purchase of two Vesta 911 command posts from Motorola.

**Background Information**

This would create a mobile dispatch option for the Emergency Communication Center to provide 911/non-emergency capabilities in an event requiring relocation from police headquarters to another site.

This is a sole-source purchase through Motorola since it will enhance existing Motorola equipment.

**Council Priorities Served**

*Maintain Public Safety*

Provides a mechanism to maintain dispatch operations through the Murfreesboro Emergency Communications center.

**Fiscal Impact**

The purchase of \$72,028 is provided for in the department's FY25 operating budget.

**Attachments**

Motorola System and Services Agreement





# VESTA® COMMANDPOST

## A UNIQUE AND COST-EFFECTIVE MOBILE 9-1-1 SOLUTION

VESTA® CommandPOST extends Public Safety's reach, providing remote 9-1-1 call handling capabilities directly at the point of need to keep people connected when it matters most.

### TAKE 9-1-1 CALLS ANYWHERE

The VESTA® CommandPOST call handling solution from Motorola Solutions is a unique, cost-effective mobile solution for emergency call centers in need of temporary call handling capabilities at remote locations. The VESTA CommandPOST solution allows for contingency planning and provides additional flexibility in general day-to-day operations, serving as a backup to a primary call center and enabling on-scene call handling.

When an emergency arises at the PSAP, an immediate need to evacuate without warning may be imminent. With the VESTA CommandPOST solution, Telecommunicators simply move to a prearranged backup site—or any appropriate location—plug into power and network lines and begin answering calls normally. The VESTA CommandPOST solution can be connected back to the primary VESTA® 9-1-1 call handling system controller using a virtual private network (VPN) via wireline, wireless or satellite Internet connection.

The VESTA CommandPOST solution uses the same powerful and flexible VESTA 9-1-1 software already running in your primary call center. It is presented in a ruggedized mobile package that is also

lightweight, portable and robust to meet Public Safety demands, supporting quick and easy setup of remote answering positions when needed. This may be in the event of a call center evacuation, emergency or disaster recovery scenario. The solution also facilitates special event handling to provide emergency response services from virtually any location.

As with any IP-based communication application, its performance is influenced by the quality of the network connection. To deliver optimal performance, Motorola Solutions recommends that the IP network meet these minimum requirements:

- Minimum of 300 kbps dedicated and symmetrical bandwidth
- Maximum of one percent packet loss
- Average delay of less than 100 ms
- Average jitter not exceeding 30 ms

Motorola Solutions also recommends the VESTA CommandPOST solution be deployed within a private network that provides a deterministic level of service.



## KEY BENEFITS

### EASE OF USE

- Deploys quickly and easily in any location via a self-contained, portable answering position
- Uses the familiar VESTA® 9-1-1 software, eliminating user retraining
- Provides the same features and functionality as primary call center positions with no modification required

### FLEXIBLE AND SCALABLE

- Handles wireline, wireless, TTY and VoIP calls from E9-1-1 and NG9-1-1 networks
- Supports Automatic Call Distribution (ACD), priority queues and up to 10-party conferences
- Serves customers' backup, overflow, service continuity and disaster recovery operations

### MOBILE

- Extends Public Safety's reach and provides service directly at the point of need
- Adds flexibility and mobility to physical network deployment model
- Travels reliably as a ruggedized laptop computer in a water-tight case with foam packing

## THE VESTA® SOLUTIONS SUITE

Our VESTA® Next Generation 9-1-1 solutions serve more than 60% of all U.S. Public Safety Answering Points, as well as Federal DoD operations globally. Our Emergency Notification solutions support the communications needs of hundreds of public and private sector organizations worldwide. As one of the most trusted solutions providers in Public Safety communications, we help people be their best in the moments that matter.

Experience the VESTA difference. Call **951.719.2100**.

The VESTA® CommandPOST solution facilitates the deployment of remote call handling in a backup or overflow capacity for remote locations and mobile command center operations.



For more information, please visit us on the web at: [www.vestapublicsafety.com](http://www.vestapublicsafety.com)



**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. [motorolasolutions.com](http://motorolasolutions.com)

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Vesta Solutions, Inc. is a wholly owned subsidiary of Motorola Solutions, Inc. VESTA® is a registered trademark of Vesta Solutions, Inc.



January 17, 2025

Seth Russell  
Murfreesboro Police Department  
1004 North Highland Ave.

Mr. Russell,

Thank you for the opportunity to partner with the Murfreesboro Police Department and its efforts to offer the best possible service for its citizens. Motorola Solutions is proud to offer the Vesta Command Posts addition to your dispatch operations center.

Motorola Solutions is the leader in providing mission critical products and services for public safety. This partnership is something Motorola strives for every day, helping people be their best, in the moments that matter.

The products and services described in this proposal shall be provided under the terms and conditions stated in the Communications, System and Services Agreement included in this proposal.

Thank you for your time and we look forward to taking the next step in providing this solution to the Murfreesboro Police Department.

Should any questions arise regarding the information we have provided, please don't hesitate to contact me or Eric Sullivan, Software Solutions Account Manager, 865-469-8149, or Brian Lorenz, Senior Account Manager at 615-428-0541.

Sincerely,

A handwritten signature in blue ink that reads 'Randy Johnson'.

Randy Johnson  
MSSSI Vice President & Director, Sales  
North American Government Markets – East Region





## Proposal

## Murfreesboro Police Department, TN

# VESTA 9-1-1 CommandPost

Connected to Rutherford County System

January 17, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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MSI3694265A

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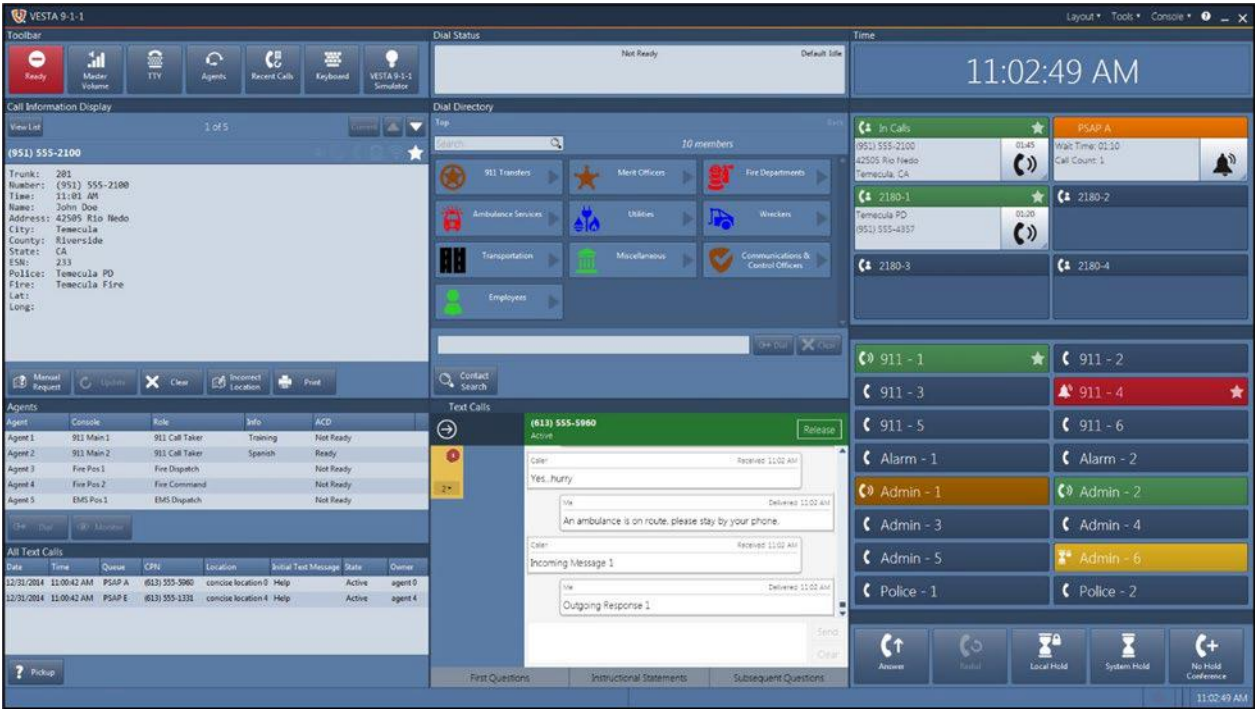
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# Introduction

Motorola Solutions is proud to present this firm proposal for the VESTA® 9-1-1 CommandPost per Murfreesboro Police Department's request. These Commandpost will be connected to the Rutherford County VESTA system.

Mursfreeboro PD to confirm that there is enough ports/space available on the Rutherford County VESTA Servers to be configured to support these additional positions and potential increase in annual call volume. If there is not enough space available at the host server, additional hardware maybe required and will be quoted separately from this proposal. Murfreesboro PD to work with the Motorola Sales team to determine this.



Fully Configurable VESTA 9-1-1 Solution

## 1.1 Summary of Offer

The configuration proposed is based on information provided by Murfreesboro PD during a review of system requirements. Any changes in the proposed system or equipment will require a change order, which may incur additional costs.



## Murfreesboro PD

- (2) VESTA® CommandPOST – portable laptop position, docking station, 24-inch monitors, keyboard and mouse, 24-key Genovation keypad, Sound Arbitration Unit (SAM) with Speaker Kit, VESTA 9-1-1 Advanced Enhanced Operations license
  - VESTA® 9-1-1 IRR per laptop license
  - VESTA 9-1-1 CDR per laptop license
  - VESTA® Activity View per laptop license
  - ESINet Interface Module per laptop license
  - VESTA Analytics per laptop license

## Section 2

# Product Description

The product description gives an overview of the features and benefits of VESTA 9-1-1. Please refer to the Summary of Offer section listing features and functions that are included in this bid. Contact your sales professional if you have any questions.

## 2.1 VESTA CommandPOST

The VESTA CommandPOST call processing solution is a portable call-taking position designed to allow a call-taker to move to another location, reconnect to their host system, and begin taking 9-1-1 (with ANI/ALI) and administrative calls. All features of the traditional VESTA 9-1-1 position are preserved. In order to use Instant Recall Recording (IRR), the VESTA CommandPOST must be used with the SAM module. The VESTA CommandPOST call processing solution can connect to the host system via:

- Public Internet connection using VPN
- Private IP network with/without VPN connection
- IP satellite network with/without VPN connection

The VESTA CommandPOST typically consists of the following components:

- Hardened laptop computer (refer to hardware specification for latest model)
- SAM (Sound Arbitration Unit)
- All required cables
- Weather-resistant rolling case with cut foam liner
- Docking station
- Additional battery (optional)
- External monitor
- External mouse & keyboard



## Section 3

# Statement of Work VESTA 9-1-1

## 3.1 Introduction

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to Mursfreeboro Police Department (Customer). When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Customer acknowledges that such deviations and changes to this SOW may incur additional costs. Said additional costs will be disclosed and mutually agreed upon between Motorola and the Customer pursuant to the change provisions of the Agreement.

Motorola work will be performed (remote or on-site) in accordance with the purchased services in this agreement. For all other engagements not listed as purchased services, work will be performed remotely, unless otherwise specified. Customer will provide Motorola resources with unrestricted direct network access and adheres to the parameters provided in IP Networking Guide and Bandwidth Calculator, which will be introduced and discussed during Kickoff, to enable Motorola to fulfill its delivery obligations.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

## 3.2 Equipment Installation and Validation

Installation and validation will occur to the degree that is possible without actually going live, while minimizing disruption of the Customer's ongoing operations. The Motorola PM will coordinate the activities with Customer to minimize interference with Customer's operational activities, while ensuring Motorola's installation and validation are completed as per the Project Plan and Project Schedule.

### 3.2.1 Solution Staging

Motorola will stage the equipment at a Motorola facility. Motorola assembles, configures, and burns-in Customer equipment with site information, including system software IP addresses, machine names, and line and trunk data that is available at the time of staging. The equipment is quality-checked for any defects or errors, then packaged and shipped to Customer site.



## 3.2.2 Site Installation and Configuration

The following outlines the general steps that will be required for system installation. There will be additional detail and steps added during project meetings.

### 3.2.2.1 Motorola Responsibilities

1. Unpack and inventory equipment.
2. Perform Firewall Configuration (if provided by Motorola).
3. Remote Configuration

### 3.2.2.2 Customer Responsibilities

1. Confirm receipt of equipment with Motorola.
2. Customer specific configuration, including but not limited to agent programming and customer contact list(s).
3. Provide secure LAN connection back to the host

Note – If a third-party system update is applied, functionality issues with Motorola applications could occur. It is Customer responsibility to engage the third party and coordinate the resolution in order for Motorola to meet functionality requirements.

Note – Customer will not install any software or component on Motorola hardware if not previously documented and agreed upon by all parties. Such actions will adversely affect the Project Schedule and possibly void the support agreement.

## Section 4

# Equipment List

## 4.1 Murfreesboro PD PSAP

## VESTA® CommandPOST

Qty.	Part No.	Description	Package Unit Price	U/M	Package Ext Price
2	873090-11102	<b>ESInet Interface Module (EIM)</b> V911 LIC EIM MOD	\$0.00	EA	<b>\$0.00</b>
2	873099-01102	<b>VESTA® 9-1-1 CDR Module</b> V911 CDR PER SEAT LIC	\$147.76	EA	<b>\$295.52</b>
2	873099-00802	<b>VESTA® 9-1-1 Activity View</b> V911 ACT VIEW LIC PER ST	\$1,231.34	EA	<b>\$2,462.68</b>
2	PS-0AD-VSML	<b>VESTA® 9-1-1 Advanced Enhanced Operations</b> VADV MLTP PER SEAT LIC	\$10,261.20	EA	<b>\$20,522.40</b>
2	SS-0AD-VSSL-1Y	SPT VADV 1YR	\$0.00	EA	<b>INCLUDED</b>
2	SS-0AD-VSSL-3Y	SPT VADV 3YR	\$0.00	EA	<b>Optional</b>
2	SS-0AD-VSSL-5Y	SPT VADV 5YR	\$0.00	EA	<b>Optional</b>
2	873099-00502	<b>VESTA® 9-1-1 IRR Module</b> V911 IRR LIC/MED	\$1,633.58	EA	<b>\$3,267.16</b>
2	809800-35110	V911 IRR SW SPT 1YR	\$0.00	EA	<b>INCLUDED</b>
2	809800-35112	V911 IRR SW SPT 3YR	\$0.00	EA	<b>Optional</b>
2	809800-35114	V911 IRR SW SPT 5YR	\$0.00	EA	<b>Optional</b>
		<b>CommandPOST Hardware</b>			
2	61050-G819605-5Y	HP LAPTOP W/O OS & WARR 5YR	\$4,437.17	EA	<b>\$8,874.34</b>
2	04000-00448	WINDOWS 10 LTSC LIC 21H2	\$176.41	EA	<b>\$352.82</b>
2	65000-00263	DOCK STATION THUNDERBOLT KIT	\$632.50	EA	<b>\$1,265.00</b>
2	64021-10025	KYBD/MOUSE BNDL	\$65.45	EA	<b>\$130.90</b>
2	65000-00249	CBL PATCH BLUE SNAGLESS 50FT	\$17.00	EA	<b>\$34.00</b>
2	63000-241694	MNTR 24IN FP IPS	\$406.00	EA	<b>\$812.00</b>
2	64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$216.52	EA	<b>\$433.04</b>
2	853004-00301	CPOST SAM HDWR KIT	\$3,914.82	EA	<b>\$7,829.64</b>
2	853004-00401	SAM EXT SPKR KIT	\$220.06	EA	<b>\$440.12</b>
2	809800-35109	V911 IWS CFG	\$298.51	EA	<b>\$597.02</b>
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$60.00	EA	<b>\$60.00</b>

		<i>Note: Customer to confirm that the existing VESTA servers at the host sites are configured to support additional positions and any increased annual call volume.</i>			
<b>Subtotal</b>					<b>\$47,376.64</b>

**VESTA® Analytics**

<b>Qty.</b>	<b>Part No.</b>	<b>Description</b>	<b>Package Unit Price</b>	<b>U/M</b>	<b>Package Ext Price</b>
2	PA-MSG-ASSL	<b>VESTA® Analytics Hosted</b>			
2	SA-MSG-ALSL-1Y	V-ANLYT STD PER SEAT LIC	\$1,067.17	EA	<b>\$2,134.34</b>
2	SA-MSG-ALSL-3Y	SPT V-ANLYT STD 1YR	\$0.00	EA	<b>INCLUDED</b>
2	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 3YR	\$0.00	EA	<b>Optional</b>
		SPT V-ANLYT STD 5YR	\$0.00	EA	<b>Optional</b>
<i>Note: Customer to confirm that the existing VESTA Analytics server is configured to support any additional annual call volume.</i>					
<b>Subtotal</b>					<b>\$2,134.34</b>

**Managed Services**

<b>Qty.</b>	<b>Part No.</b>	<b>Description</b>	<b>Package Unit Price</b>	<b>U/M</b>	<b>Package Ext Price</b>
		<b>Monitoring, PM &amp; AV Service: Workstations</b>			
		<i>Note: Includes (2) Laptop (In order to provide Managed Services offerings for CommandPOST positions, they are required to be connected to the VESTA 9-1-1 system and active at all times.).</i>			
2	870891-66402	M&R WKST AGENT LICENSE	\$214.93	EA	<b>\$429.86</b>
2	809800-16377	M&R PM AV WKST SRVC 1YR	\$0.00	EA	<b>INCLUDED</b>
2	809800-16379	M&R PM AV WKST SRVC 3YR	\$0.00	EA	<b>Optional</b>
2	809800-16381	M&R PM AV WKST SRVC 5YR	\$0.00	EA	<b>Optional</b>
<b>Subtotal</b>					<b>\$429.86</b>

**Extended Warranties**

<b>Qty.</b>	<b>Part No.</b>	<b>Description</b>	<b>Package Unit Price</b>	<b>U/M</b>	<b>Package Ext Price</b>
		<b>Workstation Extended Warranty</b>			
		<i>Warranty uplift for laptop is bundled with the laptop (see VESTA CommandPOST section above).</i>			
<b>Subtotal</b>					<b>\$0.00</b>



## VESTA® Services

Qty.	Part No.	Description	Package Unit Price	U/M	Package Ext Price
3	809800-51013	<b>Project Management Services</b> PROJECT MGMT - SUPPORT <i>Note: Support PM is Remote only.</i>	\$1,983.00	EA	<b>\$5,949.00</b>
80	809800-17009	<b>MSI Direct Services</b> FIELD ENG DIRECT-STANDARD	\$112.50	EA	<b>\$9,000.00</b>
2	809800-17051	MSI DIRECT MAINT SVC - 1YR	\$0.00	EA	<b>INCLUDED</b>
2	809800-17053	MSI DIRECT MAINT SVC - 3YR	\$0.00	EA	<b>Optional</b>
2	809800-17055	MSI DIRECT MAINT SVC - 5YR	\$0.00	EA	<b>Optional</b>
2	809800-51012	ECH SERVICE MGMT PER POS 1YR	\$0.00	EA	<b>INCLUDED</b>
2	809800-51015	ECH SERVICE MGMT PER POS 3YR	\$0.00	EA	<b>Optional</b>
2	809800-51017	ECH SERVICE MGMT PER POS 5YR	\$0.00	EA	<b>Optional</b>
1	000001-06795	<b>Training</b> CPOST ON-SITE TRNG <i>Note: On-site training included as part of the VESTA® 9-1-1 Admin training using customer equipment. CommandPOST positions must be configured to the network/firewall prior to training. This is a 15 minute demonstration on how to use the CommandPOST position.</i>	\$0.00	EA	<b>\$0.00</b>
<b>Subtotal</b>					<b>\$14,949.00</b>

## VESTA Service Packages

Qty.	Part No.	Description	Package Unit Price	U/M	Package Ext Price
1	LSV06S03784A	<b>VESTA 9-1-1 Service Package</b> VESTA 911 SRVC PKG - 1 YEAR	\$13,228.80	EA	<b>\$13,228.80</b>
1	LSV06S03786A	VESTA 911 SRVC PKG - 3 YEARS	\$39,686.40	EA	<b>Optional</b>
1	LSV06S03788A	VESTA 911 SRVC PKG - 5 YEARS	\$66,144.00	EA	<b>Optional</b>
<b>Subtotal</b>					<b>\$13,228.80</b>

## Motorola Solutions Discounts/Incentives \*

Qty.	Part No.	Description	Package Unit Price	U/M	Package Ext Price
1	SLD-INCENTIVE	<b>Strategic Incentives</b> STRATEGIC SALES INCENTIVE	-\$6,089.76	EA	<b>-\$6,089.76</b>
<b>Subtotal</b>					<b>-\$6,089.76</b>

## Section 5

# Pricing Summary

Summary - 1 YEAR			
<b><u>Add CommandPOST Positions</u></b>			
VESTA 9-1-1 Service Package			\$13,228.80
Hardware/Software			\$49,940.84
Implementation, Project Management and Training			\$14,949.00
	<b>VESTA 9-1-1</b>		<b>\$78,118.64</b>
	<b>Discount</b>		<b>-\$6,089.76</b>
	<b>Total</b>		<b>\$72,028.88</b>

Summary - 3 YEAR			
<b><u>Add CommandPOST Positions</u></b>			
VESTA 9-1-1 Service Package			\$39,686.40
Hardware/Software			\$49,940.84
Implementation, Project Management and Training			\$14,949.00
	<b>VESTA 9-1-1</b>		<b>\$104,576.24</b>
	<b>Discount</b>		<b>-\$18,269.28</b>
	<b>Total</b>		<b>\$86,306.96</b>

Summary - 5 YEAR			
<b><u>Add CommandPOST Positions</u></b>			
VESTA 9-1-1 Service Package			\$66,144.00
Hardware/Software			\$49,940.84
Implementation, Project Management and Training			\$14,949.00
	<b>VESTA 9-1-1</b>		<b>\$131,033.84</b>
	<b>Discount</b>		<b>-\$30,448.80</b>
	<b>Total</b>		<b>\$100,585.04</b>

\* Quote is valid for 90 days from the date of this proposal.

## 5.1 Payment Terms

Total Contract value selected from the above purchased options is \_\_\_\_\_.

Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

- 1. Hardware/Software will be invoiced upon shipment;**
- 2. Services and Software Support will be invoiced upon Final Acceptance.**

Motorola reserves the right to make partial shipments of equipment and to invoice upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value.



**Section 6**

# Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and City of Murfreesboro, Tennessee ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

**Section 1 ATTACHMENTS**

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

**Section 2 DEFINITIONS**

Capitalized terms used in this Agreement have the following meanings:

**"Acceptance Tests"** means those tests described in the Acceptance Test Plan.

**"Addendum (Addenda)"** is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

**"Administrative User Credentials"** means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

**“Beneficial Use”** means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

**“Confidential Information”** means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**“Contract Price”** means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

**“Deliverables”** means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

**“Derivative Proprietary Materials”** means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

**“Effective Date”** means that date upon which the last Party executes this Agreement.

**“Equipment”** means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

**“Force Majeure”** means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

**“Motorola Software”** means software that Motorola or its affiliated companies owns.

**“Non-Motorola Software”** means software that a party other than Motorola or its affiliated companies owns.

**“Open Source Software”** (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

**“Proprietary Materials”** means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

**“Services”** means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

**“Software”** (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**“Software License Agreement”** means the Motorola Software License Agreement (Exhibit A).

**“Software Support Policy”** (“SwSP”) means the policy set forth at [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

**“Solution”** means the combination of the System(s) and Services provided by Motorola under this Agreement.

**“Solution Data”** means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

**“Specifications”** means the functionality and performance requirements that are described in the Technical and Implementation Documents.

**“SUA” or “SUA II”** means Motorola’s Software Upgrade Agreement program.

**“Subsystem”** means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

**“System”** means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.



**“System Acceptance”** means the Acceptance Tests have been successfully completed.

**“System Data”** means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

**“Warranty Period”** for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the “Underlying Agreement” for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at [https://www.motorolasolutions.com/en\\_us/registration](https://www.motorolasolutions.com/en_us/registration) and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

## **Section 4 SERVICES**

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA

services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice



concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

## **Section 5 PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

## **Section 6 CONTRACT PRICE, PAYMENT AND INVOICING**

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is stated in the Proposal. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36- 1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: Jenny Licsko, Finance Manager  
Address: 1004 N. Highland Ave., Murfreesboro, TN 37130  
Phone: 629-201-5575

E-INVOICE. To receive invoices via email:

Customer Account Number: 1036670976  
Customer Accounts Payable Email: dlicsko@murfreesborotn.gov  
Customer CC(optional) Email: accountspayable@murfreesborotn.gov

The address which is the ultimate destination where the Equipment will be delivered to Customer is:  
Name:

Address:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Seth Russell, Emergency Communications Director  
Address: 1004 N. Highland Ave., Murfreesboro, TN 37130  
Phone: 615-849-2673

Customer may change this information by giving written notice to Motorola.

## **Section 7 SITES AND SITE CONDITIONS**

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and

Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 8 TRAINING**

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

## **Section 9 SYSTEM ACCEPTANCE**

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.



9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

## **Section 10 REPRESENTATIONS AND WARRANTIES**

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship

Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 11 DELAYS**

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred

because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 12 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 13 DEFAULT AND TERMINATION**

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan



immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

**13.2. FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

## **Section 14 INDEMNIFICATION**

**14.1. GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

**14.2. GENERAL INDEMNITY BY CUSTOMER.** To the extent permitted under Tennessee state law, Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any third-party claim or suit. Motorola will cooperate with Customer in its defense or settlement of such claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

### **14.3. PATENT AND COPYRIGHT INFRINGEMENT.**

**14.3.1.** Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages

finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola;

(e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

## **Section 15 LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA**

PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **16.1. CONFIDENTIAL INFORMATION.**

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information;

(iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement. Additionally, the Recipient may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such



Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

**16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

**16.3 VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

#### **16.4 DATA AND FEEDBACK.**

**16.4.1** To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

**16.4.2** Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

**16.4.3** Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

## **Section 17 GENERAL**

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

**17.8. COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

**17.9 FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

**17.10. AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

**17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

**17.12. SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.




17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.

Customer

By:

  
080F73E379D447D...

By:

\_\_\_\_\_

Name: Sean Eriksen

Name: Shane McFarland

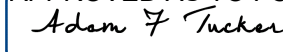
Title: Area Sales Manager

Title: Mayor

Date: 3/26/2025

Date:

APPROVED AS TO FORM

  
43A2055E91F9401  
Adam F. Tucker, City Attorney

**Exhibit A****MOTOROLA SOFTWARE LICENSE AGREEMENT**

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and \_\_\_\_\_ ("Licensee").

For good and valuable consideration, the parties agree as follows:

**Section 1 DEFINITIONS**

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de- compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**Section 2 SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

**Section 3 GRANT OF LICENSE**

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the

Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

#### **Section 4 LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to



Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or

documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of “commercial computer software” and “computer software documentation” as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R.

Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola’s valuable proprietary and Confidential Information and are Motorola’s trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

## Section 12 NOTICES

Notices are described in the Primary Agreement.

## Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an



export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

**13.3 FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

**13.4. ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

**13.5. GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

**13.6. THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

**13.7. SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

**13.8. ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

**13.9. SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

## ADDENDUM TO COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT AND SOFTWARE LICENSE AGREEMENT BETWEEN MOTOROLA SOLUTIONS, INC. AND THE CITY OF MURFREESBORO, TENNESSEE

This Addendum (herein "Addendum") amends the Communications System and Services Agreement ("Agreement" or "Contract") between Motorola Solutions, Inc. ("Contractor"), a Delaware corporation, and the City of Murfreesboro, Tennessee ("City"), as well as any and all contracts and agreements for the VESTA® 9-1-1 CommandPost as set forth in Contractor's Proposal dated January 17, 2025, that the parties enter following the Effective Date of this Addendum (collectively "Agreements". In consideration of using Contractor's form agreements, now and in the future, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreements are amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreements, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreements and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control it being acknowledged and agreed to by the parties that this Addendum shall be executed and entered into after execution of the Agreements regardless of what order the Agreements and this Addendum are actually executed. Unless defined herein, capitalized terms in this Addendum shall have the meaning set forth in the Agreement.
2. **Termination for Convenience.** The Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Contractor for all authorized services completed as of the termination date, and Contractor will refund to City any funds paid by City in excess of such amount. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
3. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Public Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
4. **Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits

an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreements requiring City to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of the Agreements shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

5. **Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor other than in connection with any events promoted through or for which tickets are sold through Contractor's services. Additionally, City does not waive any moral right to the use of the name submitted to Contractor.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
7. **Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
8. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between City and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
9. **Non-appropriation.** Contractor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made



available for such purposes without liability to City, such termination shall not be a breach of this Agreement.

- 10. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
- 11. Binding Effect.** This Agreement is the entire agreement between City, (including City's employees and other end users) and Vendor. No employee of City or any other person, without authorization of the City Council can bind City to any contract or agreement and anything contrary contained in the Agreement, the Communications System and Services Agreement or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.
- 12. No Liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreements is unenforceable, there is any default or breach by City, for any amount which may become due and the Agreements, or on any obligations under the terms of the Agreements.
- 13. Parties to Receive Notice:** Any notices contemplated by the Agreement to City shall also be sent via certified United States mail or via overnight delivery addressed to:  
  
City of Murfreesboro  
ATTN: City Attorney  
111 West Vine Street  
Murfreesboro, TN 37128
- 14. Amendment.** This Addendum and the Agreements shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges.
- 15. Continuing Validity; Survival; Non-Merger.** So long as the parties maintain the Agreements or any subsequent agreement(s), or so long as Contractor provides a product or service to City, the provisions of this Addendum shall continue to be validly effective and enforceable with regard to the Agreements, subsequent agreements, products, and/or services. This Addendum shall survive the completion of or any termination of the Agreements or other document(s) which may accompany the Agreements or be incorporated by reference. Notwithstanding any provision in the Agreements, subsequent agreements, products, and/or services to the contrary, the subsequent execution of any agreement or the provision of a product or service shall not act as a merger against this Addendum, it being the express intent of the parties that this Addendum contains essential terms that shall be incorporated into any such agreement, product, and/or service.

**16. No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

**17. Counterparts.** This Addendum may be executed in one or more counterparts by City and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

**18. Effective Date.** This Addendum is effective as of the last date written below ("Effective Date").

**Motorola Solutions, Inc.**

**City of Murfreesboro, Tennessee**

Signed by:  
  
080F73E379D447D...  
**Signature**

**Shane McFarland, Mayor**

3/26/2025

**Date**

**Date**

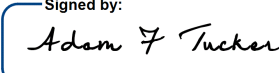
Sean Eriksen

**Printed Name**

**Approved as to form:**

Area Sales Manager

**Title**

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

# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

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**Item Title:** Purchase of Flock Public Safety Camera System

**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 purchase of Flock public safety camera system from Insight Public Sector.

**Staff Recommendation**

Approve the purchase of 22 Flock cameras from Insight Public Sector.

**Background Information**

Council approved an initial purchase of public safety cameras in March 2023. These cameras are proving effective in investigations and prosecution of criminal activity. The additional 22 PSCS will expand our coverage across the City and will be deployed in areas where they will be most effective in solving criminal activity or in areas where a specific need has been identified.

This purchase is available through a Sourcewell cooperative contract, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current Sourcewell contract.

**Council Priorities Served**

*Maintain Public Safety*

Providing crime investigation tools and data analytics for crime solvability.

**Fiscal Impact**

The cost of this equipment of \$488,000 is funded by the Violent Crime Intervention Fund Grant.

**Attachment**

Contract with Insight Public Sector



**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
INSIGHT PUBLIC SECTOR, INC.  
FOR FLOCK CAMERAS**

This Contract is entered into and effective as of \_\_\_\_\_, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **INSIGHT PUBLIC SECTOR, INC.**, a corporation of the State of Illinois ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Omnia Partners Cooperative Contract (Cobb County) IT Products and Services #23-6692-03 ("Omnia Agreement")***
- ***Price Quotation #0228301941 dated March 25, 2025 ("Contractor's Proposal")***
- ***Any properly executed amendments to this Agreement***

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

- \* ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- \* ***Second, this Contract***
- \* ***Third, Contractor's Omnia Partners Cooperative Contract (Cobb County) IT Products and Services #23-6692-03 ("Omnia Agreement")***
- \* ***Price Quotation #0228301941 dated March 25, 2025 ("Contractor's Proposal").***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase Flock Camera equipment, software, services, and support set forth on Contractor's Proposal using the Omnia Contract #23-6692-03.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of Omnia Agreement on April 30, 2026, or as amended by Omnia Partners.
3. **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.

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

- a. The price for the Gunshot Detection equipment, software, services, and support to be provided under this Contract is set forth in Contractor's Proposal reflecting a **Total Purchase Price of Four Hundred Eighty-eight Thousand Dollars and Zero Cents (\$488,000.00)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices must be submitted to [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov) with a copy to the Contact person listed below.
- b. Deliveries of all items shall be made within 90 days of issuance of Purchase Order to: 1004 N. Highland Ave., Murfreesboro, TN 37130. Delivery Contact: Matt Jarratt Phone: 615-542-4085 (email: [mjarratt@murfreesborotn.gov](mailto:mjarratt@murfreesborotn.gov)) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in Contractor's Proposal. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Proposal.
- 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.

- 5. **Warranty.** Unless otherwise specified, every item provided shall meet the warranty requirements set forth by the manufacturer and bid.

6. **Indemnification.**

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

failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (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.

7. **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  
111 West Vine Street  
Murfreesboro, TN 37130

If to the Contractor:

Insight Public Sector  
Attn: Erica Falchetti  
2701 E. Insight Way  
Chandler, AZ 85286  
SLEDSPotBidSupprt@insight.com



8. **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.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **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.
11. **Modification.** This Contract 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 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.
14. **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.
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 Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
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 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.
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 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.
24. **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.
25. **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.

***SIGNATURES APPEAR ON THE FOLLOWING PAGE***

**IN WITNESS WHEREOF**, the parties enter into this agreement as of the “Effective Date” first written above.

**CITY OF MURFREESBORO**

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

**Insight Public Sector, Inc.**

DocuSigned by:  
By: Lisanne Steinheiser  
64F36E5C1F5D479...  
Erica Falchetti  
Senior SLED Capture Manager

**APPROVED AS TO FORM:**

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



## Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

## RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

## 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## **2. SERVICES AND SUPPORT**

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User**



**ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users.

Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “**Support Services**”).

**2.4 Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services

as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### **3. CUSTOMER OBLIGATIONS**

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they

do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

## **4. DATA USE AND LICENSING**

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,



text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

**4.4 Data Distribution.** Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

## 5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the



error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

**6.3 Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

## **8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER**

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

**8.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

**8.5 Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

**8.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.



## 9. LIMITATION OF LIABILITY; INDEMNITY

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## **10. INSTALLATION SERVICES AND OBLIGATIONS**

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a

designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**

**11.1 Compliance with Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).



**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen

courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

11.16 **Title Transfer on Hardware** - Upon installation, the Customer will receive title to the Flock Hardware. Upon expiration of the Term and any renewal Terms, Customer agrees to sell back each Flock Hardware to Flock for a \$1 USD credit and be monetarily responsible for required replacement of or any damage to the Flock Hardware during the Term, except for normal wear and tear. The Flock Hardware will become the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Customer agrees to perform all acts which may be necessary to assure the transfer of title of the Flock Hardware by Flock. Upon issuing the credit (on a final invoice or as a refund to the Customer) and prior to Flock's



receipt back of each unit of Flock Hardware, Customer grants Flock a perfected security interest in the Flock Hardware for which Flock may file this Agreement or a UCC form as proof thereof. Flock and Customer will arrange to remove Flock Hardware at a mutually convenient time.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 111 W. Vine Street, Murfreesboro, TN 37130

ATTN: Darren W. Gore, City Manager

EMAIL:

Sign \_\_\_\_\_

Signed by:  
*Mark Smith*  
AC5C931454C24F3...

Full Name Shane McFarland

Mark Smith

Date Signed \_\_\_\_\_

3/24/2025

Title Mayor

General Counsel

APPROVED AS TO FORM

Signed by:  
*Adam F. Tucker*

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

**EXHIBIT B**  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (\$5,000,000) per incident and in the aggregate.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



INSIGHT PUBLIC SECTOR, INC.  
2701 E INSIGHT WAY  
CHANDLER AZ 85286-1930  
Tel: 800-467-4448

Page 1 of 3

**Account name: 10183254**

CITY OF MURFREESBORO  
111 W VINE ST  
MURFREESBORO TN 37130-3573

**SHIP-TO**

MURFREESBORO POLICE DEPT  
JENNY LICSKO  
1004 N HIGHLAND AVE  
MURFREESBORO TN 37130-2454

**Quotation**

**Quotation Number** : [0228301941](#)  
**Document Date** : 25-MAR-2025  
**PO Number** :  
**PO Release** :  
**Sales Rep** : Ashley McDonald  
**Email** : [ASHLEY.MCDONALD@INSIGHT.COM](mailto:ASHLEY.MCDONALD@INSIGHT.COM)  
**Phone** : +18004674448  
**Sales Rep 2** : Branden Maiorano  
**Email** : [BRANDEN.MAIORANO@INSIGHT.COM](mailto:BRANDEN.MAIORANO@INSIGHT.COM)  
**Phone** : +17372473702

**We deliver according to the following terms:**

**Payment Terms** : Net 30 days  
**Ship Via** : United Parcel Services/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: <https://www.flocksafety.com/terms-and-conditions-eula> unless Customer and Flock Safety have a separate written agreement, in which case that agreement will govern.

TERM LENGTH: 48 Months

TERM START: The Term for ALL devices shall commence upon first installation and validation of Flock Hardware

BILLING: Total Contract Value (\$488,000.00) will be invoiced 100% at Last Camera Validation

Special Terms: Title Transfer on Hardware - Upon installation, the Customer will receive title to the Flock Hardware. Upon expiration of the Term and any renewal Terms, Customer agrees to sell each Flock Hardware to Flock for \$1 USD and be monetarily responsible for required replacement of or any damage to the Flock Hardware during the Term, except for normal wear and tear. The Flock Hardware will become the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Customer agrees to perform all acts which may be necessary to assure the transfer of title of the Flock Hardware by Flock. Upon issuing the payment and prior to Flock's receipt back of each unit of Flock Hardware, Customer grants Flock a perfected security interest in the Flock Hardware for which Flock may file this Agreement or a UCC form as proof thereof. Flock and Customer will arrange to remove Flock Hardware at a mutually convenient time.

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">PS-IMP-EXST</a>	FLOCK GROUP PROFESSIONAL SERVICES INFRASTRUCTURE MOUNTING SERVICE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 195.99 Discount: 100.000%	18	0.00	0.00
<a href="#">PS-IMP-CONDOR-STD</a>	FLOCK CONDOR PROFESSIONAL SERVICES - IMPLEMENTATION FEE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 978.99 Discount: 100.000%	8	0.00	0.00
<a href="#">FLCK-SLRCONDOR-PTZ</a>	FLOCK SOLAR-POWERED PTZ CAMERA WITH LENSES Coverage Dates: 25-MAR-2025 - 24-MAR-2026	22	5,000.00	110,000.00



Material	Material Description	Quantity	Unit Price	Extended Price
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5532.99 Discount: 9.633%			
<a href="#">FLCK-CONDOR-PTZ</a>	Flock's Software Service & Support - Live Streaming & Video Recording Coverage Dates: 25-MAR-2025 - 24-MAR-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	4	3,000.00	12,000.00
<a href="#">FLCK-SLRCONDOR-PTZ</a>	FLOCK SOLAR-POWERED PTZ CAMERA WITH LENSES Coverage Dates: 25-MAR-2026 - 24-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5532.99 Discount: 9.633%	22	5,000.00	110,000.00
<a href="#">FLCK-CONDOR-PTZ</a>	Flock's Software Service & Support - Live Streaming & Video Recording Coverage Dates: 25-MAR-2026 - 24-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	4	3,000.00	12,000.00
<a href="#">FLCK-SLRCONDOR-PTZ</a>	FLOCK SOLAR-POWERED PTZ CAMERA WITH LENSES Coverage Dates: 25-MAR-2027 - 24-MAR-2028 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5532.99 Discount: 9.633%	22	5,000.00	110,000.00
<a href="#">FLCK-CONDOR-PTZ</a>	Flock's Software Service & Support - Live Streaming & Video Recording Coverage Dates: 25-MAR-2027 - 24-MAR-2028 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	4	3,000.00	12,000.00
<a href="#">FLCK-SLRCONDOR-PTZ</a>	FLOCK SOLAR-POWERED PTZ CAMERA WITH LENSES Coverage Dates: 25-MAR-2028 - 24-MAR-2029 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5532.99 Discount: 9.633%	22	5,000.00	110,000.00
<a href="#">FLCK-CONDOR-PTZ</a>	Flock's Software Service & Support - Live Streaming & Video Recording Coverage Dates: 25-MAR-2028 - 24-MAR-2029 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	4	3,000.00	12,000.00



Product Subtotal	488,000.00
TAX	0.00
Total	488,000.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald  
+18004674448  
[ASHLEY.MCDONALD@INSIGHT.COM](mailto:ASHLEY.MCDONALD@INSIGHT.COM)  
Fax +14807608991

Branden Maiorano  
+17372473702  
[BRANDEN.MAIORANO@INSIGHT.COM](mailto:BRANDEN.MAIORANO@INSIGHT.COM)

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Tariffs imposed by the United States government on technology-related products may lead to cost increases for manufacturers and suppliers, who then pass these increases on to partners like Insight. Additionally, supply constraints, production delays, component shortages, and logistical pressures have contributed to cost increases and product shipment delays from manufacturers and suppliers. Insight is actively engaged with its suppliers and partners to address these challenges. While we strive to honor initial price proposals and quotes, the fluid nature of the impact on manufacturer and supplier costs and product availability due to tariffs and supply disruptions could require a requote, subject to the contract terms if the purchase is being made under an Insight Public Sector, Inc. contract vehicle, before finalizing any subsequent or impacted proposals, quotes, and orders.  
<https://www.insight.com/terms-and-policies>

# CITY COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

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**Item Title:** Proposed Annual Adjustment to Rental Rates

**Department:** Airport

**Presented by:** Chad L. Gehrke, Airport 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 a proposed adjustment to the rental rates of various airport facilities.

**Staff Recommendation**

Approve a 4% increase in rental rates of various airport facilities with a start date of July 1, 2025.

**Background Information**

The Municipal Airport Commission has for over two decades reviewed the rental rates for all hangars and tie-downs ensuring that the Airport is maintaining its finances properly and striving to achieve financial self-sufficiency. As it did the previous year, the Airport Commission is recommending a 4% increase in various rental rates this year. The proposed adjustment is consistent with the Airport Commission's recent adjustments it has made on Commercial Operator Lease Agreements. With a decrease in Federal and State funding, the Airport Commission has made a significant effort in adjusting fuel and rent revenues to cover operating costs as well as funding a larger local share to provide a more competitive grant request package.

**Council Priorities Served**

*Responsible budgeting*

Review and adjustment of rental rates is necessary to maintain a financially viable and well-maintained airport.

**Fiscal Impact**

The proposed adjustments to rental rates will generate approximately \$19,000 in additional revenue.

**Attachments**

Proposed Rental Rate Adjustment Spreadsheet

**Murfreesboro Municipal Airport  
Proposed Adjustment of Rental Rents As of July 1, 2025**

<b>T-Hangar Rent</b>	<b>Current Rent</b>	<b>Proposed Adjustment 4%</b>	<b>Rent 7/1/25</b>	<b>Revenue Generated</b>
A, B, C	\$233	\$9	\$242	\$40,656
D, E	\$300	\$12	\$312	\$48,672
F, H	\$320	\$13	\$333	\$75,924
G	\$498	\$20	\$518	\$62,160
I and L West	\$375	\$15	\$390	\$51,480
I, K, L	\$388	\$16	\$404	\$101,808
J,	\$516	\$20	\$536	\$70,752
End Units Small	\$61	\$2	\$63	\$3,780
End Units Large	\$73	\$3	\$76	\$3,648
Tie-down Rent	\$74	\$3	\$77	\$43,428
Box Hangar 4	\$1,698	\$68	\$1,766	\$21,192
<b>Revenue</b>				<b>\$503,099</b>



# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

---

**Item Title:** SRWTP Distribution Isolation Valve Replacement Project

**Department:** Water Resources

**Presented by:** Valerie Smith

**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 the contract for the SRWTP Distribution Isolation Valve Replacement Project at Stones River Water Treatment Plant.

**Staff Recommendation**

Approve the contract with Cumberland Valley Constructors. The Water Resources Board approved this matter on March 25, 2025.

**Background Information**

The SRWTP Distribution Isolation Valve Replacement Project is to remove and replace the existing 24" and the 36" manually operated butterfly valves and place new valves into an accessible underground vault. The new vault will allow Department personnel to access the valves and make repairs without having to excavate. This will save money in the future if there are any problems and allow for better maintenance on the gear boxes. Due to the failure of both distribution isolation valves, the Department cannot completely isolate the water plant from the distribution system in the event of a main break on either distribution line. This is critical to prevent a complete plant shutdown in the event of a line break on one of the two lines.

**Council Priorities Served**

*Responsible Budgeting*

Maintaining plant infrastructure assures continued reliability of high-quality drinking water for the community.

**Fiscal Impact**

The cost for the Distribution Isolation Valve Project is \$633,000 and will be funded from the water resource department's working capital reserves.

**Attachments**

Cumberland Valley Constructors Contract

## **SECTION 00 52 00**

### **AGREEMENT**

THIS AGREEMENT is by and between The City of Murfreesboro (hereinafter called Owner) and Cumberland Valley Constructors, Inc., (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - WORK**

---

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project consists of furnishing all labor, material, and equipment for the demolition, temporary bypass, and replacement of the existing the 24-inch and 36-inch isolation valve(s) including but not limited to ductile iron piping, two (2) precast concrete vaults, sump pump(s), and other appurtenances required for a fully functional system.

### **ARTICLE 2 - THE PROJECT**

---

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CITY OF MURFREESBORO  
STONES RIVER WATER TREATMENT PLANT DISTRIBUTION ISOLATION VALVES  
REPLACEMENT

### **ARTICLE 3 - ENGINEER**

---

3.01 The Project has been designed by:

Smith Seckman Reid, Inc.  
2995 Sidco Avenue  
Nashville, Tennessee 37204

3.02 The Owner has retained Smith Seckman Reid, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4 - CONTRACT TIMES**

---

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Milestones, Substantial Completion and Final Payment

A. The Work will be substantially completed within **two-hundred sixty (260) days** after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within **two-hundred ninety (290) days** after the date when the Contract Times commence to run.

#### 4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,400 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 Special Damages

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### **ARTICLE 5 - CONTRACT PRICE**

---

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: \$633,000.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) (in words):  
Six Hundred Thirty-Three Thousand Dollars and 00/100 Cents

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

C. All included adjustment prices items will apply in the event additions to or deductions from the applicable Work to be performed under the Contract Documents are required.

D. The following alternates are included in the above price: N/A.

## **ARTICLE 6 - PAYMENT PROCEDURES**

---

### **6.01 Submittal and Processing of Payments**

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### **6.02 Progress Payments; Retainage**

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. Ninety five percent (95%) of Work completed (with the balance being retainage) including allowances and guaranteed prices; and

b. Ninety five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage). This material and equipment shall be undamaged, suitably stored on or off site, and accompanied by documentation satisfactory to Owner in accordance with the General Conditions.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions and less two hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion in accordance with the General Conditions.

### **6.03 Escrow Account**



A. If the Contract is \$500,000 or more, all funds retained shall be deposited in an escrow account established upon withholding any retainage and handled in accordance with Tennessee Code Annotated (TCA) § 66-34-104. When the major portion of the Work is substantially completed or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion shall be released from escrow and paid to Contractor, withholding only that amount necessary to assure final completion.

B. Owner must provide notice with each and every pay application that the Owner has complied with the requirements of Tennessee Code Annotated (TCA) § 66-34-104 with respect to escrow retainage.

#### 6.04 Final Payment

A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in the General Conditions, but in no instance shall final payment of any undisputed amount be held for a period exceeding ninety (90) days after the certificate of substantial completion is issued.

#### 6.05 Withholding of Payments

A. Owner may withhold any payment which Engineer refuses to recommend as a result of one or more citations made by Engineer under the General Conditions, or because claims have been made against Owner or Liens have been filed in connection with the Work. Owner may continue to withhold such payment until said citations have been removed or remedied to Engineer's satisfaction or until the claims have been settled and liens discharged to Owner's satisfaction.

### **ARTICLE 7 - INTEREST**

---

7.01 All amounts not paid when due shall bear interest at a 3-percent interest rate.

### **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

---

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- H. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 - CONTRACT DOCUMENTS**

---

### **9.01 Contents**

A. The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following:

- 1. This Agreement (pages 00 52 00-1 to 00 52 00-10, inclusive);
- 2. Bid Bond (pages 00 61 10-1 to 00 61 10-2, inclusive);
- 3. Performance Bond (pages 00 61 11-1 to 00 61 11-4, inclusive);
- 4. Payment Bond (pages 00 62 12-1 to 00 62 12-4, inclusive);
- 5. General Conditions (pages 00 72 00-1 to 00 72 00-70, inclusive);
- 6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-34, inclusive);
- 7. Specifications as listed in the table of contents of the Contract Documents and Specifications (pages 00 01 10-1 to 00 01 10-2, inclusive)
- 8. Drawings bearing the following general title: STONES RIVER WATER TREATMENT PLANT DISTRIBUTION ISOLATION VALVES REPLACEMENT.
- 9. Addenda (numbers \_\_1\_\_ to \_\_2\_\_ , inclusive);
- 10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 00 41 00-1 to 00 41 00-14, inclusive);
  - b. Bidder Qualification Questionnaire (pages 00 45 13-1 to 00 43 13-8, inclusive);
  - c. Documentation submitted by Contractor prior to Notice of Award (pages 00 51 00-1 to 00 51 00-2, inclusive);
  - d. Advertisement for Bids (pages 00 11 13-1 to 00 11 13-2, inclusive);
  - e. Instructions to Bidders (pages 00 21 13-1 to 00 21 13-16, inclusive);

f. Project Closeout Forms (00 65 00-1 to 00 65 00-6, inclusive);

11. Certificates of Insurance provided by Contractor in accordance with Article 5 of the General Conditions and Supplementary Conditions.

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (page 00 55 00-1 to 00 55 00-2, inclusive);
- b. Affidavit regarding conflicts of interest from Contractor in form described in Instructions to Bidders.
- c. Written Amendments;
- d. Work Change Directives;
- e. Change Order(s);
- f. Field Orders;
- g. Engineer's Written Interpretations.

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

---

### **10.01 Terms**

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 Base Bid Manufacturers

A. Contractor agrees to furnish and install certain manufacturer's equipment or material as listed in the Bid Form.

#### 10.06 Contractor's Certification

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.07 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

B. Dispute Resolution: Owner and Contractor agree that the method and procedure for resolving disputes between them shall be as set forth in the General Conditions.



C. Contractor's Address: Unless Contractor notifies Owner and Engineer in writing to contrary, Contractor's address given in this Agreement shall be address to which official communications concerning Contract shall be mailed or delivered. In addition, official communications may be personally delivered to Contractor's on-site representative and such personally delivered communications shall have the same force and effect as those mailed or delivered to Contractor's address.

D. No Claims Against Individuals: No claim whatsoever shall be made by Contractor against any officer, agent or employee of Owner or Engineer for, or on account of anything done or omitted to be done in connection with Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in five original counterparts. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CITY OF MURFREESBORO

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

Title: Shane McFarland, Mayor

Attest: \_\_\_\_\_

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

Address for giving notices:

City of Murfreesboro

(I) \_\_\_\_\_

(I-1) \_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

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

Designated Representative:

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

CONTRACTOR:

CUMBERLAND VALLEY CONSTRUCTORS  
INC.

By: [Signature]

Title: Secretary/Treasurer

(If Contractor is a corporation or a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

Title: Vice President of Construction

Address for giving notices:

Cumberland Valley Constructors Inc.

P.O. Box 78247

Nashville, TN 38207

License No. 63464 \_\_\_\_\_  
(Where applicable)

Agent for service of process: Ryan Gutridge

Designated Representative:

Name: Ryan Gutridge

Title: Secretary/Treasurer

Address: 2518 Plum St

Nashville TN 37207

Phone: 615 750 6182

END OF SECTION

# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

---

**Item Title:** SRWTP Flat Roof Repairs

**Department:** Water Resources

**Presented by:** Valerie Smith

**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 the proposal from Waterproofing Technologies, Inc. (WTI) based upon an OMNIA Partners contract for flat roof repairs at the Stones River Water Treatment Plant.

**Staff Recommendation**

Approve the roof repair contract contingent upon Legal's and Purchasing's final approval of the bonds. The Water Resources Board approved this matter on March 25, 2025.

**Background Information**

The SRWTP has two buildings in need of roof replacement and a third building in need of roof restoration. MWRD has selected a vendor that can perform a turnkey operation based upon an OMNIA Partners contract. The Maintenance Shop and River Raw Water Pump Station No. 2 need roof replacement. The RWPS No. 2 roof is currently leaking and needs immediate attention. The Old High Service Pump Station building needs restoration of the existing roof. None of these roofs have had major work in over 22 years.

Flat roof repairs are budgeted in the FY25 CapEx in the amount of \$150,000.

**Council Priorities Served**

*Responsible Budgeting*

Maintaining plant infrastructure assures continued reliability of high-quality drinking water for the community.

**Fiscal Impact**

This cost for this project is \$212,152. Funding will come from the FY25 Capital Expenditures budgeted item in the amount of \$150,000 and the remaining from the Department's capital reserves.

**Attachments**

SRWTP Flat Roof Repairs



January 28th, 2025

Mr. Steven Toler  
Maintenance Supervisor  
City of Murfreesboro – Stone River Water Treatment Plant  
5528 Sam Jared Drive  
Murfreesboro, TN 37130

RE: City of Murfreesboro – Stone River Water Treatment Plant Roof Restoration and Roof Replacement  
Proposal 5065497

Dear Mr. Toler,

Weatherproofing Technologies, Inc. is pleased to present our proposal for the roof restoration and roof replacement project for the Stone River Water Treatment Plant located at 5528 Sam Jared Drive Murfreesboro, TN 37130. The scope of work is based on a turnkey operation as specified and bid by the OMNIA Partners. The subcontractor we would utilize, unless otherwise directed, would be Eskola Roofing LLC

The OMNIA process includes, but is not limited to, specifications, drawings, job walk, preconstruction and progress meetings, onsite supervision, final inspection, project closeout book and post project follow up.

**BASE PROPOSAL:**

**Replacement Scope of Work: Hot Applied Built-Up Roof System - Maintenance Shop and Pump Station**

**Preparation**

1. Remove the existing roof system down to concrete deck.
2. Repair spalling or other irregularities in the concrete deck per the manufacturer's repair method.

**Installation**

1. Prime concrete deck with Tremprime LV per specified coverage rates.
2. Install tapered polyisocyanurate insulation at a ¼ inch slope per foot, hot mop each layer using Tremco Premium III Adhesive at a rate of 25 pounds per square.
3. Install ½ inch Tremco/Blue Ridge Structodek High Density Fiberboard, hot mopped using Tremco Premium III Adhesive at a rate of 25 pounds per square.
4. Install 1 ply of BURmastic Composite Ply HT, hot mopped using Tremco Premium III Adhesive at a rate of 25 pounds per square.
5. Install 3 plies of THERMglass Type IV, hot mop using Tremco Premium III Adhesive at a rate of 25 pounds per square.
6. Install gravel stop edge metal and strip in with an 8 inch strip of THERMglass Type IV, hot mop using THERMastic 100 Elastomeric Hot-Melt Adhesive at a rate of 25 pounds per square.
7. Install TRA Elastomeric Sheeting as the flashing sheet, hot mop using Tremco Premium III Adhesive to the concrete deck; applied at a rate of 25 pounds per square.
  - a. 3-course laps on TRA Sheeting using Polyroof LV and Burmesh
8. Install new coping and counterflashing metal in designated areas.
9. Flood coat with THERMastic 100 Elastomeric Hot-Melt Adhesive at a rate of 50 pounds per square. Immediately embed aggregate at a rate of 500 pounds per square.

### Clean Up

1. Remove all trash from the project site, ensuring good housekeeping is maintained.

### **Restoration Scope of Work: AlphaGuard BIO Restoration Coating – Old High Station Preparation.**

1. Pressure wash roof with a minimum of 2000 psi. Ensure all contaminants are removed prior to installation of the AG BIO restoration system. A mild detergent can be used to remove contaminants.
2. Remove all wet areas identified in moisture survey. Replace insulation and related roofing materials in kind to match existing insulation thickness and roof construction.
3. Repair all irregularities; ponding areas, blisters, mole runs, loose EPDM, etc. Ponding areas will need to be built up to eliminate ponding water from occurring.
4. Allow all repairs to cure for a minimum of 24 hours prior to installation of the AG BIO restoration system.
5. Remove two existing skylights and install new decking and membrane over removal areas.
6. Apply TremSeal Pro to any gaps in coping cap by applying a bead of caulk on either side of joint and installing a fabricated piece of stainless steel coping to splice the gap.

### **Installation**

1. Apply AlphaGuard WB Primer at a rate of 1 gallon per square (16 wet mils). Primer must be dry and support foot traffic prior to application of AG BIO base coat.
  - a. All plastic and metal items on the roof to receive AG BIO base coat must be primed with AlphaGuard M-Prime at a rate of 1400-1800 feet squared per gallon.
2. All penetrations / drains will have a target patch installed. Install AG BIO base coat at a rate of 3 gallons per square (48 wet mils) with Permafab Max ensuring it is fully encapsulated.
3. Install AG BIO base coat at a rate of 3 gallons per square (64 wet mils). Immediate embed 40 inch Permafab Max.
4. Install AG BIO top coat at a rate of 2 gallons per square (32 wet mils).
  - a. If 72 hours has passed before top coat is installed over base coat, base coat must be primed with Tremco BIO Prime at a rate of ¼ gallon per square (4 wet mils). Primer must be fully cured and support foot traffic prior to application of top coat.

### Clean Up

1. Remove all trash from the project site, ensuring good housekeeping is maintained.

### **Warranty Overview:**

1. Hot Applied Built-Up Roof: 20 Year Tremco Quality Assurance Warranty
2. AlphaGuard BIO Roof Restoration: 20 Year Tremco Quality Assurance Warranty

### **PROJECT INVESTMENT:**

City of Murfreesboro – Stone River Water Treatment Plant	Project Investment
Base Proposal: Hot Applied Built-Up Roof Replacement and AlphaGuard BIO Restoration	\$212,151.56

Please Note:

- This price is valid for 60 days. After this time, project conditions are subject to reassessment.
- This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/files/share/terms/TandCWTI.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI.

Respectfully Submitted,

Grace Kormos  
Tremco CPG.  
Construction Manager  
Mobile: 216-780-2465  
Email: [Gkormos@tremcoinc.com](mailto:Gkormos@tremcoinc.com)

Seth Greenlee  
Tremco CPG.  
Construction Management Associate  
Mobile: 440-904-6484  
Email: [Sgreenlee@tremcoinc.com](mailto:Sgreenlee@tremcoinc.com)



WEATHERPROOFING TECHNOLOGIES, INC.  
CPN CONTRACT # R230404-320303



Effective Date: 11/01/2023

CONFIDENTIAL

Name CITY OF MURFREESBORO WATER RESOURCES DEPARTMENT  
Description WATER PLANT ROOF REPLACEMENT  
Quote # 5065497  
Date 1/17/2025

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

Line Item #	Description	Unit of Measure	Unit Price	Quantity	Project Amount
<b>PUMP STATION &amp; MAINTENANCE SHOP</b>					
VA217	General Laborer (Mobilization/Demobilization)	Hour	\$ 158.08	24	\$ 3,793.92
2	Remove single-ply roof: ballast, and membrane only	SF	\$ 1.34	2,734	\$ 3,663.56
VA77	Sweep loose aggregate, debris from Substrate	SF	\$ 0.47	2,734	\$ 1,284.98
1	Demolition of roof insulation, per inch of depth	SF	\$ 0.68	9,569	\$ 6,506.92
VA72	Installation of new Polyisocyanurate insulation				
VA72b	Hot adhered	BF	\$ 1.57	9,569	\$ 15,023.33
VA211	Installer (Membrane)	Hour	\$ 179.63	219	\$ 39,338.97
42h	Termination bar, aluminum, 1/4" x 1"	LF	\$ 3.29	500	\$ 1,645.00
41g	Reflash existing roof drain	Each	\$ 199.85	3	\$ 599.55
SUBTOTAL					\$ 71,856.23
VA119	Multiplier for roofs less than 5,000 square feet	%	25%		\$ 17,964.06
<b>OLD HIGH STATION</b>					
2	Pressure cleaning, horizontal surfaces	SF	\$ 0.46	468	\$ 215.28
VA79	prime substrate	SF	\$ 0.37	468	\$ 173.16
VA95	A two part, bio-based, polyurethane roof coating system	SF	\$ 12.36	468	\$ 5,784.48
SUBTOTAL					\$ 6,172.92
VA119	Multiplier for roofs less than 5,000 square feet	%	25%		\$ 1,543.23
108800 601	BURMASTIC COMPOSITE PLY HT	ROL	\$ 201.14	15	\$ 3,017.16
361591 805	POLYROOF LV 5 GL	EA	\$ 493.32	32	\$ 15,786.34
014118 503M	THERMGLASS TYPE IV	ROL	\$ 131.78	19	\$ 2,503.90
048030 503	TRA ELASTOMERIC SHEETING BLK 30' X 50'	ROL	\$ 683.20	10	\$ 6,831.96
305944 550	TREM BLURDGSTRUCTODEK HD REDPRIME.5 4x4	SQS	\$ 64.33	30	\$ 1,929.94
48a	Additional and occasional services Roofing supplies Discount off Retail Price List	%	13.30%		\$ 30,069.29
VA26	20 Year Replacement Warranty Under 10,000 Feet, Inspections in Year 2, 5, 10 and 15 (no maintenance)	Each	1,600	1	\$ 1,600.00
VA14	20 Restoration Warranty Under 10,000 Square Feet, Standard (BIO)	Each	1,600	1	\$ 1,600.00
VA208	Building/Construction Manager	Hour	\$ 210.01	46	\$ 9,660.46
VA207	Building/Construction Superintendent	Hour	\$ 180.01	120	\$ 21,601.20
<b>EDGE METAL, COUNTER FLASHING, DOWNSPOUTS</b>					
VA123	Multiplier - Construction Distributor Material for Repair Work	Multiplier	1.15	5,407	\$ 6,218.05
48d	Multiplier/factor to be applied to the R.S. Means costs.	%	93%	\$ 45,687.93	\$ 42,489.77
FREIGHT PREPAID & ADD:					\$ 531.12



				<b>SUBTOTAL</b>	\$ 211,306.34
<b>57b</b>	Performance and payment bond - bonding rate (percent of project)	%	0.40%		\$ 845.23
				<b>TOTAL PROJECT COST</b>	<b>\$ 212,151.56</b>
	*The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project as per Contract #R230404.				

# Cost Estimate Report

Date: 01/21/2025

## 5065497 Murfreesboro Means

Year 2024 Quarter 4

Unit Detail Report

Prepared By: David Bloodsaw

WTI

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
<b>Division 01 General Requirements</b>					
015416500100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use	6.00	Week	\$6,623.53	\$39,741.18
015433406420	Rent portable toilet chemical, recycle, flush type, Incl. Hourly Oper. Cost.	30.00	Day	\$38.23	\$1,146.75
<b>Division 01 General Requirements Subtotal</b>					<b>\$40,887.93</b>
<b>Division 02 Existing Conditions</b>					
024119190800	Selective demolition, rubbish handling, dumpster, 30 C.Y., 7 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	6.00	Week	\$800.00	\$4,800.00
<b>Division 02 Existing Conditions Subtotal</b>					<b>\$4,800.00</b>

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					\$45,687.93
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$45,687.93
General Conditions				0.00%	\$0.00
Subtotal					\$45,687.93
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$45,687.93

# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

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**Item Title:** SRWTP Lagoon Residuals Removal

**Department:** Water Resources

**Presented by:** Valerie Smith

**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 the amendment for Slurry Systems Company lagoon residuals removal at the Stones River Water Treatment Plant.

**Staff Recommendation**

Approve Slurry System Company contract amendment No. 1. The Water Resources Board approved this matter on March 25, 2025.

**Background Information**

The SRWTP utilizes two lagoons for storage of water treatment residuals removed during the water treatment process. Typically, we operate one lagoon at a time, commencing operations in the first quarter of the calendar year for a period of two years, however, this duration may be adjusted depending on raw water quality and can sometimes necessitate operation for only one year. The contract is for \$498,000 each time a lagoon is cleaned. The last time #1 lagoon was cleaned was FY21 into the beginning of FY22. Slurry Systems Company has done an excellent job performing their duties in accordance with the existing contract and state regulations. Slurry Systems has worked closely with MTSU and other local farmers to apply this material, including our Jordan and Coleman farms. Staff is requesting an amendment for this contract to allow Slurry Systems Company to facilitate the cleaning of #1 lagoon. If approved, the work would start sometime in September 2025.

**Council Priorities Served**

*Responsible Budgeting*

Maintaining plant infrastructure assures continued reliability of high-quality drinking water for the community.

**Fiscal Impact**

The cost of this project is \$498,000. The total cost for this contract including this amendment is \$996,000. Funding will come from the FY26 Expense Budget.

**Attachments**

Slurry Systems Company Contract Amendment No. 1



**FIRST AMENDMENT  
TO THE CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
SLURRY SYSTEMS COMPANY**

This First Amendment ("First Amendment") to the Contract for Water Treatment Plant Lagoon Water Treatment Residuals Removal, entered into May 19, 2023 ("Contract"), is effective as of this \_\_\_\_\_, 2025, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Slurry Systems Company ("Contractor"), a Corporation of the State of Tennessee.

**RECITALS**

WHEREAS, on May 19, 2023, the City entered into a contract with Slurry Systems Company, for Water Treatment Plant Lagoon Water Treatment Residuals Removal for the Water Resources Department; and,

WHEREAS, the term of the current contract term runs May 19<sup>th</sup>, 2023 to December 31, 2023; and

WHEREAS, pursuant to Section 3 of the Contract, the Contract may be renewed for additional one (1) year terms, up to three (3) times in the years 2025, 2027, and 2029; and

WHEREAS, pursuant to Section 3 of the Contract, there has not yet been a renewal; and

WHEREAS, pursuant to Section 3 of the Contract, the parties wish to renew the Contract for a one (1) year term in the year 2025; and

WHEREAS, pursuant to Section 10 of the Contract, the Contract may be modified by a written amendment executed by all parties; and

WHEREAS, the parties desire to renew the term of the Contract and modify the beginning and ending dates to coincide with the expected scope of work:

NOW THEREFORE, the City and Contractor mutually agree to renew the Contract for an additional term as allowed by the Contract to begin on July 1, 2025 and end on December 30, 2025.

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

**CITY OF MURFREESBORO**

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

Approved as to form:

Adam F. Tucker

Adam F. Tucker, City Attorney

**SLURRY SYSTEMS**

By: Edward R. Scott  
Edward R. Scott, Vice President



# COUNCIL COMMUNICATION

**Meeting Date: 04/17/2025**

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**Item Title:** Task Order 16 for Construction Phase Services Town Creek Daylighting Project

**Department:** Administration

**Presented by:** Sam A. Huddleston, Assistant City Manager

**Requested Council Action:**

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

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**Summary**

Task Order 16 for Construction Phase Assistance for Town Creek Daylighting

**Staff Recommendation**

Approve Task Order 16 under the Master Services Agreement with Griggs and Maloney and adjust CIP to shift Vine/Front Street intersection allocations to Town Creek construction.

**Background Information**

City Council recently approved the construction contract for Town Creek with SBW Constructors for approximately \$22.5M. Based on the construction schedule and needs of the project, Griggs and Maloney has proposed a Resident Project Representative (RPR) phase as well as a Construction Administration (CA) phase. The construction contract allows for 86 weeks in the construction schedule and the Task Order anticipates additional time to finalize the construction contract and project documentation. The RPR was added to assist City staff with oversight and inspection normally covered by Public Works Inspectors due to City project workload anticipated for the next 18 to 24 months. Griggs and Maloney proposed a Time and Materials Task Order with a Not to Exceed budget of \$1,510,000 based on an anticipated work schedule and construction timeframe of 86 weeks by SBW Constructors.

**Council Priorities Served**

*Responsible budgeting*

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

*Improve economic development*

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

**Fiscal Impact**

Task Order 16 with a Not To Exceed budget of \$1,510,000 will be funded from

reallocated CIP funds from Vine/Front St Intersection improvements. The Vine and Front Street intersection improvements are included in the Keystone Project Development Agreement and will be constructed in the 2027/28 timeframe.

**Attachments**

1. Task Order 16 – Town Creek Construction Phase Assistance and Resident Project Representation
2. CIP Funds Reallocation Request – From Front/Vine Street Realignment to Town Creek Construction

**AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**TASK ORDER NUMBER 16 –  
CONSTRUCTION PHASE ASSISTANCE AND  
RESIDENT PROJECT REPRESENTATION**

For

**TOWN CREEK PHASE I AND PHASE II**



Prepared by

**GRIGGS & MALONEY**  
I N C O R P O R A T E D

Engineering & Environmental Consulting

745 South Church St., Suite 205

P.O. Box 2968 (37133-2968)

Murfreesboro, Tennessee 37130

(615) 895-8221 • (615) 895-0632 FAX



## TASK ORDER NO. 16

This is Task Order No. **16**,  
consisting of 6 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **March 22, 2023**, Owner and Engineer agree as follows:

### 1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	<b>City of Murfreesboro, Tennessee</b>
c.	Engineer:	<b>Griggs &amp; Maloney, Inc.</b>
d.	Specific Project (title)	<b>Town Creek Phase I and II</b>
e.	Specific Project (description):	<b>Construction Phase Assistance &amp; Resident Project Representation</b>
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	<b>Task Orders 1 through 15</b>

### 2. BASELINE INFORMATION

**Baseline Information.** Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order.

N/A

Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:                      Town Creek Phase I and II  
Task Order #16 – Construction Phase Assistance &  
Resident Project Representation

---

Task Order.

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and American Society of Civil Engineers. All rights reserved.

Page 1 of 5

Type and Size of Site:	Linear, Murfree Spring Outlet to Front Street Culvert Outlet
Description of Improvements:	Construction of Town Creek Improvements, including daylighting of the creek, culverts, ROW improvements, multiuse trails, pedestrian bridges, bridge abutments and retaining walls, utilities, grading, and planting and irrigation system.
Expected Construction Start:	February 2025
Prior Studies, Reports, Plans:	Town Creek Masterplan, 2022 Town Creek Opportunities & Constraints Study, Construction Documents dated October 2024
Site Location(s):	Murfree Spring Outlet to Front Street Culvert Outlet
Current Specific Project Budget:	\$25,000,000.00
Funding Sources:	City General Funds, ARPA Funding, Stormwater Funds, State Street Aid, MWRD, & MTE
Known Design Standards:	City of Murfreesboro Standards, MWRD, MTE, OSHA, TDEC-APC, 40 CFR Part 82 F
Known Specific Project Limitations:	Potential for contaminated soils, underground utility locations, Town Creek low flows and available gradient
Specific Project Assumptions:	Presence of contaminated soils will not require a design that isolates the phreatic zone, i.e. groundwater/surface water interface boundary
Other Pertinent Information:	

### 3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:  
Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.
- B. The scope of this task includes Design Services described in Exhibit A for purposes of Engineer's compensation under this Task Order.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All

Task Order.

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and American Society of Civil Engineers. All rights reserved.

other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

#### **4. DELIVERABLES SCHEDULE**

See Exhibits to Task Order #16 for deliverables schedule.

#### **5. ADDITIONS TO OWNER'S RESPONSIBILITIES**

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:

#### **6. TASK ORDER SCHEDULE**

The budget is based on a construction phase duration of 86 weeks.

#### **7. ENGINEER'S COMPENSATION**

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Not-To Exceed Amount	Basis of Compensation
1) Construction Administration	\$675,000.00	Time & Expense
2) Resident Project Representation	\$810,000.00	Time & Expense
3) TDEC Permit Construction Confirmation Report	\$25,000.00	Time & Expense
<b>TOTAL COMPENSATION</b>	<b>\$1,510,000.00</b>	<b>See Task</b>

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, 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 lump sum compensation amount unless approved in writing by the Owner.

**8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:**

<b>Name</b>	<b>Address</b>
Ragan Smith	315 Woodland St. Nashville, TN 37206
OLG	301 Industrial Blvd. Tullahoma, TN 37388
EMC Structural	601 Grassmere Park, Suite 1B Nashville, TN 37211

\* Griggs and Maloney may substitute listed subconsultants at its discretion.

**9. EXHIBITS AND ATTACHMENTS:**

A. Exhibits to Task Order



Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

ENGINEER:

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

By: 

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

Print Name: Ryan W. Maloney, P.E.

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

Title: Principal

Engineer's License or Firm's  
Certificate No. (if required): 110401  
State of: Tennessee

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

Name: Ryan W. Maloney, P.E.

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

Title: Principal

Address: \_\_\_\_\_

Address: 745 S. Church St., Ste. 205  
Murfreesboro, TN 37130

E-Mail Address: \_\_\_\_\_

E-Mail Address: rmaloney@griggsmaloney.com

Phone: \_\_\_\_\_

Phone: (615) 895-8221

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

Date: March 31, 2025

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Task Order.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.  
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**AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**EXHIBITS TO TASK ORDER NUMBER 16 –  
CONSTRUCTION PHASE ASSISTANCE AND  
RESIDENT PROJECT REPRESENTATION**

For

**TOWN CREEK PHASE I AND PHASE II**



Prepared by

**GRIGGS & MALONEY**  
INCORPORATED

Engineering & Environmental Consulting

745 South Church St., Suite 205  
P.O. Box 2968 (37133-2968)  
Murfreesboro, Tennessee 37130  
(615) 895-8221 • (615) 895-0632 FAX

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## EXHIBIT A—ENGINEER’S SERVICES UNDER TASK ORDER

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Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

#### ARTICLE 1—BASIC SERVICES

##### 1.01 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer’s scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer’s services, resulting from specific modifications to the Specific Project.
  1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraphs 1.01 and 1.02, as duly modified. Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
  2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer’s Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding Phase, and upon written authorization from Owner, Engineer shall provide the following services:
  1. General Administration of Construction Contract: Consult with Owner and act as Owner’s representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent



and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

- a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
  - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
  - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
2. Field Office: Resident Project Representative will be based in a field office at the Site. The field office will be furnished and maintained at Prime Contractor's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.
  3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
  4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
  5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
  6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
  7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by

Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

8. Schedules: Receive, review, and subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
  - a. Schedules will be acceptable to Engineer as to form and substance:
    - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
    - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
    - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
10. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary (at approximately weekly intervals during periods of active construction), to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. The RPR will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry

out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

11. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will issue written notice to Contractor within 30 days (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
  - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
  - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
12. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
13. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract

Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

14. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
15. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
16. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
17. Change Proposals and Claims
  - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
  - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
18. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
19. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.



20. Substitutes and “Or-equals”: Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
21. Inspections and Tests
- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer’s review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
  - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
  - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
22. Contractor’s Applications for Payment: Based on Engineer’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer’s representation to Owner, based on such observations and review, that, within the limits of Engineer’s knowledge, information and belief, Contractor’s Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is Engineer’s responsibility to observe the Work. In the case of unit price Work, Engineer’s recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
  - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor’s Work as it is performed and furnished have been exhaustive,

extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

23. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as required by the Contract Documents. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
24. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
25. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
  - a. Review of Contractor provided Record Drawings
  - b. Operation and Maintenance Manual
  - c. Startup & Operator Training
26. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
  - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

- b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
  - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
  - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- 27. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

## 1.02 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
  - 1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  - 2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  - 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

- a. Warranty Punch List
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

## **ARTICLE 2—ADDITIONAL SERVICES**

### **2.01 Additional Services Not Requiring Owner's Written Authorization**

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
  - 1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
  - 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
    - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
    - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;
    - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
    - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
  - 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  - 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
  - 5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner



furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

## 2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
  1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.
  2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
  3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
  - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
  - b. detailed consideration of operations, maintenance, and overhead expenses;
  - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - d. preparation of appraisals;
  - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
  - f. detailed quantity surveys of materials, equipment, and labor; and
  - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
- 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
- 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
- 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F of the Main Agreement to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.
- 19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F of the Main Agreement, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
- 20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- 21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.



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**EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE**

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Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

<b>Party</b>	<b>Action</b>	<b>Exhibit A Reference</b>	<b>Schedule</b>
ENGINEER	Pre-Construction Meeting Minutes	1.01A6	Within 7 days of meeting
ENGINEER	Construction Progress Meeting Minutes	N/A	Bi-Weekly
ENGINEER	Review of Submittals	1.01A20	Within 14 days of receipt
ENGINEER	Applications for Payment	1.01A23	Within 10 days of receipt from Contractor
ENGINEER	Periodic Site Inspections	1.01A11	Weekly - No Deliverable
ENGINEER	Warranty Punch List Inspection/Substantial Completion Inspection	varies	Within 3 days of event
RPR	Daily Construction Observation	1.01 B.3	Daily – Contractor’s Schedule
ENGINEER	TDEC Completion Report per ARAP Permit	NA	Within 60 days of final completion



## **EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER**

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### **ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES**

Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

#### **1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide full-time representation.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

#### **1.02 Duties and Responsibilities of RPR**

- A. The duties and responsibilities of the RPR are as follows:
  - 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals
  - a. Receive Samples that are furnished at the Site by Contractor.
  - b. Receive Contractor-approved Shop Drawings.
  - c. Receive other Submittals from Contractor.
  - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
  - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
  - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,



removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

## 12. Reports

- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

## 13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

## 14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

## 15. Completion

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

- d. Photo and Video Monitoring of construction using long-term and short-term timelapse photography and video at a monthly fee of \$2,500 per month for 30 months. This is included in Task Order 4's RPR cost. These services will be billed monthly for construction duration exceeding 30 months.

### 1.03 Limitations of Authority

#### A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_















... creating a better quality of life

### CIP Funds Reallocation Request

Mr. Gore:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan      General Fund - MED

Transfer CIP funds from:

Transfer CIP funds to:

Front-Vine Street Realignment      \$ (1,575,000.00)

Towne Creek      \$ 1,575,000.00

TOTAL TRANSFER      \$ (1,575,000.00)

TOTAL TRANSFER      \$ 1,575,000.00


Explanation: Additional funding is needed for Towne Creek for the addition of Task Order 16 for Construction

Phase Services. It is requested that these fund be reallocated to Towne Creek from Front-Vine Street

Realignment.

  
CFO/City Recorder

4-8-25  
Date

  
Reviewed by Finance

04/08/25  
Date

Approved

☒

  
City Manager

Declined

☐

\_\_\_\_\_  
Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

# COUNCIL COMMUNICATION

Meeting Date: 04/17/2025

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**Item Title:** Appointment to the Murfreesboro Housing Authority

**Department:** Mayor's Office

**Presented by:** Mayor

**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**

Appointment to eligible individuals to serve on the Murfreesboro Housing Authority.

**Recommendation**

Appoint the following individual filling the vacancy left by Charlie Teasley to the terms listed below:

Member	Expiration
Bill Jakes	05/03/2030

**Background Information**

The Housing Authority was created in 1950 and has contractual agreements with the U.S. Department of Housing and Urban Development, the State of Tennessee and the City to provide decent, safe and sanitary housing in good repair for eligible families and to utilize all available resources to maximize social and economic opportunities for its residents. The governing body consists of five Commissioners appointed for five-year terms.

**Council Priorities Served**

*Engaging Our Community*

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

# COUNCIL COMMUNICATION

Meeting Date: 04/17/2025

**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.

## Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
First Shot Foundation	04/28/2025	Golf Scramble Fundraiser	1028 Golf Ln

## 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

**Special Event Beer Application**

Summary of information from the beer application:

**Name of Non-Profit Organization**

First Shot Foundation

**Organization Address**

1784 W Northfield Blvd #216

**Event Location**

Old Fort Golf Course

1028 Golf Ln

**Event Date**

04.28.2025

**Event Time**

8:00 a.m. until 6:00 p.m.

**Period for Beer to be Served**

8:00 a.m. until 6:00 p.m.

**Nature and Purpose of Event**

Golf Scramble Fundraiser

**Approximate Number of Persons Expected to Attend**

250

**Special Event Permit Approved?**

No

**Application Completed Properly?**

Yes

**Internal Revenue Letter Provided?**

Yes

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



**No Items.**

