

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

Public Comment on Actionable Agenda Items

PRAYER

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Proclamation: TSC Murfreesboro Girls Soccer Team

Consent Agenda

1. Purchase of Westlaw Subscription from Thompson Reuters (Legal)
2. Patterson Park Outdoor Improvements Contingency Allowance Allocation (Project Development)
3. Reeves Rogers Administration Addition Final Change Order (Project Development)
4. Mandatory Referral for Abandonment of a Sanitary Sewer Easement East of Florence Road (Planning)

Old Business

Ordinance

5. Ordinance 25-O-26 Amend City Code, Chapter 4, Alcoholic Beverages (2nd and Final Reading) (Finance)

Land Use Matters

6. Ordinance 25-OZ-21 Rezoning Property along Old Lascassas Road (First Reading) (Planning)
7. Ordinance 25-O-20 Amending the Zoning Ordinance – School and Institutional Group Assembly Uses (First Reading) (Planning)
First Reading: Ordinance 25-O-20
8. Plan of Services, Annexation, and Zoning for Property Along Yeargan Road (Planning)
 - a. Plan of Services and Annexation: Resolution 25-R-PSA-22
 - b. First Reading: Ordinance 25-OZ-22

New Business

Land Use Matters

9. Plan of Services and Annexation for Property Along Lebanon Pike and East Jefferson Pike (Planning)
 - a. Public Hearing: Plan of Services and Annexation for 827 acres
 - b. Plan of Services and Annexation: 25-R-PSA-23
10. Amending the PCD Zoning for Property Along Dejarnette Lane (Planning)
 - a. Public Hearing: Amending the PCD zoning on 23.7 acres
 - b. First Reading: Ordinance 25-OZ-24

On Motion

11. Contract Renewal Timekeeping Software (Information Technology)
12. Donation of Used Equipment to Jackson Fire Department (Police)
13. State SRO Program Grant and School MOUs (Police)
14. License Agreement with Middle Tennessee Electric (Police)
15. Settlement for Right of Way and Easement Purchases for Bradyville Pike Widening Project Tract 10 (Transportation)
16. First Amendment Bulk Fuel Contract (Fleet Service)
17. Purchase of Peterson Lighting Loader Grapple Truck (Solid Waste)

Board & Commission Appointments

18. Water Resources Board (Mayor)

Licensing

19. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Purchase of Westlaw Subscription from Thomson Reuters

Department: Legal Department

Presented by: Adam Tucker, City Attorney

Requested Council Action:

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

Summary

Consider purchase of a two-year subscription for West Proflex and CoCounsel ("Westlaw") from Thomson Reuters/West Publishing Corporation for online legal research and reviewing, summarizing, and drafting legal documents.

Staff Recommendation

Approve contract with Thomson Reuters/West Publishing Corporation.

Background Information

Westlaw is an online legal research service and proprietary database for lawyers and legal professionals available in over 60 countries. Information resources on Westlaw include more than 40,000 databases of case law, state and federal statutes, administrative codes, newspaper and magazine articles, public records, law journals, law reviews, treatises, legal forms, and other information resources. In addition, the CoCounsel subscription offers best-in-class AI functionality for legal research and reviewing, summarizing, and drafting documents.

The City's Legal Department has maintained a Westlaw subscription for nearly two decades. The Department's attorneys use Westlaw services as their primary legal research tool.

Purchase of the subscription is permitted without public advertisement and competitive bidding because the services and databases available through Westlaw are unique to Westlaw, and, therefore, the purchase constitutes a sole-source purchase under state law and the City's procurement code.

Council Priorities Served

Responsible budgeting

Westlaw is essential to the efficient delivery of high-quality legal guidance by the City's legal staff.

Fiscal Impacts

The annual fee for year 1 of the agreement is \$62,148 is budgeted in the Legal Department's FY26 operation budget. Year 2 expense of \$65,256 will be included in the Legal Department's FY27 budget.

Attachments:

1. Exhibit A – Thomson Reuters Order Form

**Order Form****Order ID: Q-09841772**

Contact your representative john.perry@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000527511
 MURFREESBORO LEGAL DEPT
 111 W VINE ST
 MURFREESBORO TN 37130-3573 US
 "Customer"

Shipping Address

Account #: 1000527511
 MURFREESBORO LEGAL DEPT
 111 W VINE ST
 MURFREESBORO TN 37130-3573 US

Billing Address

Account #: 1000527511
 MURFREESBORO LEGAL DEPT
 111 W VINE ST
 MURFREESBORO, TN 37130-3573
 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
 See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$5,179.00	24

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/genai-terms>.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal

- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst>.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-09841772

<div>Signature of Authorized Representative for order</div>	<div>Title</div>
<div>Printed Name</div>	<div>Date</div>

This Order Form will expire and will not be accepted after 6/27/2025.

Signed by:
APPROVED AS TO FORM
Adam P. Tucker
44A2035E51F9401
Adam P. Tucker, City Attorney



Attachment

Order ID: Q-09841772

Contact your representative john.perry@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000527511
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Tucker, Adam
Email: jzmooreatuck@gmail.com

eBilling Contact
Contact Name Adam Tucker
Email jzmooreatuck@gmail.com

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000527511	MURFREESBORO LEGAL DEPT	111 W VINE ST MURFREESBORO TN 37130-3573 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
9	Attorneys	43366459	CoCounsel V2 1100, Enterprise access, Government
9	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
9	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
9	Attorneys	41994565	Gvt - National Reporter Images For Government (Westlaw PRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
ADAM	TUCKER	atucker@murfreesborotn.gov	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
41994566	Gvt - National Reporter Images For Government (Westlaw PRO™)
41933493	Practical Law Premier, Enterprise access, Government
41933477	Westlaw Litigation Collection, Enterprise access, Government
42077754	Westlaw All Analytical, Enterprise access, Government
40757481	West Proflex
42510229	Westlaw Edge National Primary Law, Enterprise access, Government

Charges During Minimum Term											
Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$5,179.00	5.00%	\$5437.95	N/A	N/A	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Patterson Park Outdoor Improvements Contingency Allowance Allocation

Department: Project Development

Presented by: Scott Elliott, Manager of Project 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"/>

Summary

Consider Change Order No.1 for the Patterson Park outdoor improvements contract contingency allowance.

Staff Recommendation

Approve Change Order No. 1 for use of the contingency allowance and time extension.

Background Information

The attached Change Control Log identifies each change request submitted through Change Control Forms and tracks corresponding allowance allocations issued via Field Work Change Directives. Change Order No. 1 includes three items and a 10-day extension. One item is a credit reimbursement for parking lot lighting that was damaged during construction and subsequently repaired by S&W. The other items address unforeseen electrical circuits that required rerouting to maintain service and allow construction to proceed. Change Order No. 1 does not alter the contract price. The final contract value and total number of working days will be adjusted in the Final Balancing Change Order upon project completion.

Council Priorities Served

Establish strong City brand

The addition of a playground and splashpad will be an amenity for the City residents that will be well used.

Fiscal Impact

The amount of the increased expense, \$19,323, can be accommodated in the contingency allowance with no change in the total contract amount of \$ 2,774,777.

Attachments

Change Control Log and Forms.

**SECTION 00 94 63
CHANGE ORDER NO.: 01**

Owner:	City of Murfreesboro	Owner's Project No.:	
Engineer:	Kimley-Horn	Engineer's Project No.:	118073017
Contractor:		Contractor's Project No.:	
Project:	Patterson Park Playground and Splashpad		
Contract Name:	Fuel Tank Maintenance		
Date		Effective Date of Change	
Issued: 6/4/2025		Order: 6/11/2025	

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

Description: Under sidewalk electrical revisions and repairs, j-box setting, reroute electrical for pavilion, existing light pole re-piping, and pavilion lighting.

Attachments: Potential Change Order 01, Potential Change Order 02, Potential Change Order 03

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 2,774,777.50 / Contingency: \$ 132,132.00		Substantial Completion:	150 days
		Ready for final payment:	150 days
[Increase] from previously approved Change Orders No. 1 to No. 1:		[Increase] from previously approved Change Orders No.1 to No. 1]:	
\$ 0.00		Substantial Completion:	0 days
		Ready for final payment:	0 days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 2,774,777.50 / Contingency: \$ 132,132.00		Substantial Completion:	150 days
		Ready for final payment:	150 dys
[Increase] this Change Order:		[Increase] this Change Order:	
\$ Charge to contingency:		Substantial Completion:	13 days
26,135.42 less 6,812.00 credit = 19,323.42		Ready for final payment:	13 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 2,774,777.50 / Contingency: \$ 112,808.58		Substantial Completion:	163 days
		Ready for final payment:	163 days

Recommended by Engineer (if required)

Signed by: Shawn Schaub
3D64B8A2BD8A410...

By: Shawn Schaub

Title: Civil EIT

Date: 06/24/2025

Authorized by Owner

By: _____

Title: _____

Signed by: Accepted by Contractor

Amanda Brantley
A926E51142AD477...

CFO

7/10/2025

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Signed by:

APPROVED AS TO FORM

Adam P. Tucker
43A2035E51F9401

Adam P. Tucker, City Attorney

Date:

END OF SECTION 00 94 63

Project Number: 226-221		Project Name: Patterson Park Playground and Splashpad - City of Murfreesboro	
Name of General contractor:		FTM Contracting	
Proposal Number:	RFP 1	Date Itemized: 6/5/2025	Page 1 of 3 pages
Work by Subcontractors	Name of Subcontractor	Costs and Allowances	
Dig and Backfill for Electrical Line	Palmtree Construction (see pg 3)	\$ -	
Place J-box on existing conduit, reroute electrical conduit under sidewalk to existing lighting panel. Price does not include repairs inside existing lighting box and will be determined once power is rerouted and breakers tested	Welch Electric (see pg 3)	\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ 7,972.66	
		Subtotal:	\$ 7,972.66
General Contractor mark-up on Subtotal:		5 % =	\$ 398.63
Subtotal for General Contractor for work by subcontractors:			\$ 8,371.30
Work by General Contractor			
FTM Contracting - See tab "Price of Work - GC"		\$ 2,300.00	
REQUEST 5 DAYS OF ADDITIONAL TIME			
Subtotal (including Subcontractors and the General Contractor):		\$	10,671.30
Bond Premium:		0 % =	\$ -
Total:		10,671.30	

[illegible]

S&W CONTRACTING CO, LLC
952 NEW SALEM RD
MURFREESBORO, TN 37129

MAIN: (615)-893-2511
FAX: (615)-895-2030
ar@sandwcontracting.com



Invoice 24607

Bill to: CITY OF M'BORO REC. DEPT 2140 N. THOMPSON LANE P.O. BOX 748 MURFREESBORO, TN 37129	Job: 950099 REPAIRED POLE LIGHTS 521 DR. MARTIN LUTHER KING JR. MURFREESBORO, TN 37130
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Invoice #: 24607	Date: 06/05/25	Customer P.O. #:
Payment Terms: Net Due 30 Days		Project Manager: Anthony L Rhodes

Remarks: Job# 950099

Quantity	Description	U/M	Unit Price	Extension
1.000	GOODS AND SERVICES PER REPAIR ORDER		6,812.000	6,812.00

Invoice Payment is due within 30 days of receipt. A monthly late fee of 1.5% of the total invoice amount will be charged on all overdue payments

Subtotal:	6,812.00
Less Retention:	
Total:	6,812.00
Current Due:	6,812.00

WE APPRECIATE YOUR BUSINESS!

#950099

S&W

ELECTRICAL CONTRACTORS.

952 NEW SALEM ROAD, MURFREESBORO, TN. 37129

PHONE 893-2511 FAX 895-2030

6/4/2025

Patterson Park

We propose to furnish materials and labor to repair the pole lights at Patterson Park. This includes.

- #1- Replace 13 led corn cob lamps
- #2- Replace 6 transformers
- #3- Replace 1 fuse
- #4- Replace 1 1500-watt Med socket
- #5- Replace 4 1500-watt Mog sockets
- #6- Bucket truck

For the sum of \$ 6,812.00

This price excludes.

- 1- Sound, Telephone, Data, Security, Fire, systems
- 2- Utility fees (Including aid to construction fees from Telephone Company, Comcast cable and Power Company for poles, transformers and misc. charges)
- 3- Rock

Thank you, Anthony Rhodes
S&W Contracting Company, Inc.

License # 18759

Expiration date; 02/28/26

Unlimited

BC;CE;CE-B;CE-C;CMC-A;CMC-C;HRA-E(1);

This XLS spreadsheet is available on Owner's Website, Designers' Manual, Bidding Documents, listed by its Section number and title.

FORM FOR PRICE OF WORK

Project Number: 226-221				Project Name: Tennisco Tennis Courts Patterson Park Additional Parking, Playground, and Splashpad							
Name of General contractor: FTM Contracting				Work performed by FTM Contracting							
RFP2				Date Itemized: 6/5/2025		Page 2 of		3 Pages			

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Site superintendent				\$ -				\$ -	24	HR	\$ 50.00	\$ 1,200.00
				\$ -				\$ -				\$ -
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Cells with red underline (if viewed in color)

are for you to fill in. Other cells are protected. Rounding of fis permitted if rounding up for decreases and rounding down for increases. Math functions in XLS show rounded to nearest penny, but carry exact value for calculations. Let embedded math in "extension" columns do its work.

This XLS spreadsheet is available on Owner's website, Designers' manual, drawing documents, listed by its column number and unit.

Materials		Subtotal	\$ -	Equipment		Labor		Subtotal	\$ 1,200.00
9.75%		Sales Tax =	\$ -			0%		Burden =	\$ -
		Cost:	\$ -					Cost:	\$ 1,200.00

Subtotal of Costs of Materials + Equipment + Labor = \$ 1,200.00

15% Overhead + Profit on allowed on costs = \$ 180.00

Subtotal of Costs + Overhead = \$ 1,380.00

Total for this change = \$ 1,380.00

[illegible]

This XLS spreadsheet is available on Owner's Website, Designers' Manual, Bidding Documents, listed by its Section number and title.

FORM FOR PRICE OF WORK

Project Number: 226-221				Project Name: Tennisco Tennis Courts Patterson Park Additional Parking, Playground, and Splashpad							
Name of General contractor: FTM Contracting				Work performed by FTM Contracting							
RFP2				Date Itemized: 6/5/2025		Page 2 of		3 Pages			

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Site superintendent				\$ -				\$ -	12	HR	\$ 50.00	\$ 600.00
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Cells with red underline (if viewed in color)

are for you to fill in. Other cells are protected. Rounding of fis permitted if rounding up for decreases and rounding down for increases. Math functions in XLS show rounded to nearest penny, but carry exact value for calculations. Let embedded math in "extension" columns do its work.

This XLS spreadsheet is available on Owner's website, Designers' manual, drawing documents, listed by its column number and unit.

Materials		Subtotal	\$ -	Equipment		Labor		Subtotal	\$ 600.00
9.75% Sales Tax =			\$ -			0% Burden =			\$ -
Cost:			\$ -	Cost:			\$ -	Cost:	\$ 600.00
Subtotal of Costs of Materials + Equipment + Labor = \$									600.00
15% Overhead + Profit on allowed on costs = \$									90.00
Subtotal of Costs + Overhead = \$									690.00
Total for this change = \$									690.00

Total for this change = \$ 5,688.19

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Reeves Rogers Administration Addition Final Change Order

Department: Project Development

Presented by: Scott Elliott, Manager of Project 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"/>

Summary

Consider the final balancing change order for the Administration Addition at Reeves Rogers Elementary School.

Staff Recommendation

Approve the final balancing change order with Romach, Inc.

Background Information

The City began building an administration addition and renovations to Reeves Rogers school last year. These modifications will provide a secured access entry point to the school and provide upgrades for administrative and student support.

Change Order No. 2 is to modify the contract amount to remove the remaining balance in the contingency allowance. Only \$45,471 of the \$ 50,000 contingency allowance was needed during the project. \$4,528 will be deducted from the total contract amount. The revised final total contract amount will become \$2,791,271. This provides the final contract work for this project.

Council Priorities Served

Maintain public safety

The new addition will increase school security by creating a more controlled access entry point to the school campus.

Fiscal Impact

\$4,528 reduction to the original contracted price; resulting in a final contract price of \$2,791,271.

Attachments

Reeves Rogers Administration Addition Final Change Order.



CHANGE ORDER NO. 2

PROJECT: Administration Addition at
Reeves Rogers Elementary School
Murfreesboro, Tennessee

CHANGE ORDER NO: 2

DATE: July 2, 2025

CONTRACTOR: Romach, Inc.
170 Reynolds Road
Franklin, Tennessee 37064

ARCHITECT'S PROJECT NO: 2224

CONTRACT FOR: Additions & Renovations

CONTRACT DATED: July 11, 2024

You are hereby directed to make the following changes in this Contract

- ITEM 1:** Replace existing door and hardware at opening between Work Area B102 and Bookkeeping B108 as noted in Proposal Request No. 3 dated September 12, 2024, Item No. 1. See Attachments A, B & C.
ADD:\$1,587.96
- ITEM 2:** Reroute existing electrical conduit and conductors located at the bottom of the metal roof deck at Corridor B101, as required for installation of RTU #3 as noted in Proposal Request No. 5 dated November 7, 2024, Item No. 1. See Attachments D, E & F.
ADD:\$1,533.89
- ITEM 3:** Increase size of steel attachment plates for aluminum canopy, and add two steel projected supports as noted in Proposal Request No. 6 dated November 25, 2024, Item No. 1. See Attachments G, H & J.
ADD:\$656.67
- ITEM 4:** Install Fire Alarm System Communicator as noted in Proposal Request No. 7R1 dated March 31, 2025. See Attachments K, L & M.
ADD:\$2,082.72
- ITEM 5:** Additional wall painting at Interventionist A112 as noted in Proposal Request No. 8 dated March 25, 2025. See Attachments N,P & Q.
ADD:\$344.86
- ITEM 6:** Install new metal trim at Door A114 as noted in Proposal Request No. 10 dated April 23, 2025. See Attachments R, S & T.
ADD:\$1,254.08
- ITEM 7:** Change new keyways to Corbin so that all doors will be keyed to the same master key system as noted in Field Report No. 39 dated May 16, 2025, Item No. 4. See Attachments U, V & W.
ADD:\$9,735.76
- ITEM 8:** Delete data outlet and electrical receptacle at floor of Conference A113 as noted in Proposal Request No. 11 dated May 6, 2025. See Attachments X & Y.
DEDUCT:(\$158.23)
- ITEM 9:** Add surveillance cameras as noted in Proposal Request No. 12 dated June 3, 2024, Item No. 1. See Attachments Z, AA & BB.
ADD:\$4,960.28

Change Order No. 2
Administration Addition at
Reeves Rogers Elementary School
July 2, 2025
Page 2

ITEM 10: Replace existing exterior windows at Art Room as noted in Proposal Request No. 12 dated June 3, 2024, Item No. 2. See Attachments Z, CC & DD.	ADD:\$13,815.90
ITEM 11: Reroute existing water line around new concrete footing and replace existing wall hydrant as noted in Field Report No. 40 dated May 29, 2025, Item No. 2. See Attachments EE, FF & GG.	ADD:\$1,242.56
ITEM 12: Install sod at front entrance as noted in Proposal Request No. 13 dated June 23, 2025. See Attachments HH, JJ & KK.	ADD:\$2,056.32
ITEM 13: Deduct remaining Contingency Allowance amount of \$43,640.86 (per Change Order No. 1 dated September 19, 2024).	DEDUCT:(\$43,640.86)
CHANGE ORDER TOTAL:	DEDUCT:(\$4,528.09)

ATTACHMENTS:

- Attachment A: Proposal Request No. 3 dated September 12, 2024 (1 page)
- Attachment B: Romach, Inc., RFP #3 Cost Itemization Form for Replacing Door dated October 24, 2024 (1 page)
- Attachment C: Himmel's Architectural Door & Hardware CCO# 304118 CO2 dated October 12, 2024 (1 page)
- Attachment D: Proposal Request No. 5 dated November 7, 2024 (1 page)
- Attachment E: Romach, Inc., RFP #5 Cost Itemization Form for Relocate Existing Electrical Conduit for HVAC Unit dated December 16, 2024 (1 page)
- Attachment F: C&C Electric Estimate #2486 dated August 22, 2024 (1 page)
- Attachment G: Proposal Request No. 6 dated November 25, 2024 (2 pages)
- Attachment H: Romach, Inc., RFP #6 Cost Itemization Form for Cost of Change Steel Attachments dated November 27, 2024 (1 page)
- Attachment J: Stone Steel E-mail dated November 26, 2024 (1 page)
- Attachment K: Proposal Request No. 7R1 dated March 31, 2025 (3 pages)
- Attachment L: Romach Inc., RFP #7R1 Cost Itemization Form for Fire Alarm Communicator dated April 22, 2025 (1 page)
- Attachment N: Proposal Request No. 8 dated March 24, 2025 (1 page)
- Attachment P: Romach Inc., RFP #8 Cost Itemization Form for additional painting at Interventionist A112 dated April 22, 2025 (1 page)
- Attachment Q: Ange's Painting Company Change Order dated April 3, 2025 (1 page)
- Attachment R: Proposal Request No. 10 dated April 23, 2025 (2 pages)
- Attachment S: Romach Inc., RFP #10 Cost Itemization Form for new metal trim at Door A114 dated April 29, 2025 (1 page)
- Attachment T: Roofix Incorporated Quote dated May 1, 2025 (1 page)
- Attachment U: Field Report No. 39 dated May 16, 2025 (1 page)
- Attachment V: Romach Inc., RFP #11 Cost Itemization Form for new door hardware changes dated May 25, 2025 (1 page)
- Attachment W: Himmel's Architectural Door & Hardware CCO #6 dated May 22, 2025 (1 page)
- Attachment X: Proposal Request No. 11 dated May 6, 2025 (1 page)
- Attachment Y: Romach Inc., Cost Itemization Form for deleting receptacles at Conference A113 dated June 4, 2025 (1 page)
- Attachment Z: Proposal Request No. 12 dated May 6, 2025 (6 pages)



Change Order No. 2
Administration Addition at
Reeves Rogers Elementary School
July 2, 2025
Page 3

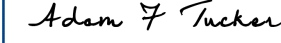
- Attachment AA: Romach Inc., RFP #12 Cost Itemization Form for surveillance cameras dated April 29, 2025 (1 page)
- Attachment BB: GHA Technologies Inc. Quotation dated June 6, 2025 (2 pages)
- Attachment CC: Romach Inc., RFP #12 Cost Itemization Form for windows at Art Room dated June 11, 2025 (1 page)
- Attachment DD: Evans Glass Quotation dated June 3, 2025 (1 page)
- Attachment EE: Field Report No. 40 dated June 6, 2025 (1 page)
- Attachment FF: Romach Inc., Cost Itemization Form for re-routing water line around column footing dated June 10, 2025 (1 page)
- Attachment GG: VP Mechanical of Tennessee, LLC Proposal #A3151 dated June 10, 2025 (1 page)
- Attachment HH: Proposal Request No. 13 dated June 23, 2025 (1 page)
- Attachment JJ: Romach Inc., RFP #8 Cost Itemization Form for RFP #13 240 yards of sod dated June 25, 2025 (1 page)
- Attachment KK: Forrest Landscaping & Irrigation, Inc., E-mail dated June 24, 2025 (1 page)

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$2,795,800.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$2,795,800.00
The Contract Sum will be decrease by this Change Order	(\$4,528.09)
The new Contract Sum including this Change Order will be	\$2,791,271.91
The Contract Time will be	Unchanged
The Contract Time extensions by previous Change Orders is	Zero (0) Days
The Date of Substantial Completion as of the date as of this Change Order therefore is	July 2, 2025

JOHNSON + BAILEY ARCHITECTS P.C. ARCHITECT	ROMACH INC. CONTRACTOR	CITY OF MURFREESBORO OWNER
BY  R. Lyle Lynch, Architect	BY  Nathan Morgan, President	BY _____ Shane McFarland, Mayor
DATE July 2, 2024	DATE July 3, 2025	DATE _____

Signed by:
APPROVED AS TO FORM

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

CHANGE CONTROL LOG

Owner: City of Murfreesboro
Project Name: Administration Addition at Reeves-Rogers Elementary School
Contract No. ITB-36-2024
Arch/Eng: J&B (2204)
Contractor: Romach, Inc.

Original Contract Amount:	\$ 2,795,800.00
Adjusted Contract Amount:	\$ 2,791,271.91
Contingency Allowance Amount:	\$ 50,000.00
Adjusted Contingency Allowance Amount:	\$ -

CO No.	Bried Description of Change Item	Change Type	Initital By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
1	Change Order No. 1	WCD	ENGINEER	APPROVED	Darren Gore	7/29/2024	9/19/2024	10/4/2024	0	\$ (6,359.14)	\$ -	\$ (6,359.14)
2	Change Order No.2	WCD	ENGINEER	PENDING	Council	7/2/2025	7/2/2025		0	\$ (43,640.86)	\$ (4,528.09)	\$ (50,000.00)
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
Totals									0	\$ (50,000.00)	\$ (4,528.09)	\$ -

A Contract Times Extension Requires City Council Approval

Abbreviations
RFP = REQUEST FOR PROPOSAL
FO = FIELD ORDER
WCD = WORK CHANGE DIRECTIVE
CCR = CONTRACTOR CHANGE REQUEST

Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564

J+B No. 2204
Change Order No. 2
Attachment A
Page 1 of 1



PROPOSAL REQUEST

PROJECT:	Administration Addition at Reeves Rogers Elementary School Murfreesboro City Schools	PROPOSAL REQUEST NO: 03
CONTRACTOR:	Romach, Inc. 170 Reynolds Drive Franklin, TN 37064	DATE: September 12, 2024
		ARCHITECT'S PROJECT NO: 2204
		CONTRACT DATED: July 11, 2024

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

- ITEM 1:** Demolish existing door and hardware at opening between Work Area B102 and Bookkeeping B108. Existing hollow metal door frame is to be reused. Install new Type N door in existing frame. New hardware to be Heading #09 as per Hardware Shop Drawings approved by the Architect on 8-12-24.
- ITEM 2:** Split and install new 2" diameter PVC conduit around existing fiber optic cable between existing building and existing fire hydrant.

BY:

A handwritten signature in black ink, appearing to read 'R. Lyle Lynch'.

R. Lyle Lynch, Architect

DISTRIBUTION:	Scott Elliott	James Hill
	Don Bartch	Larry Willeford
	Brandon Richardson	Natalie Hardiman
	Nathan Morgan	Kyle Norwood
	Mark Armstrong	Ben Hunter
	Robert Albritton	Chris Croft
	Trent Latta	Johnnie Leonard

Material	\$1,165.90
Equipment	\$0.00
Labor	\$182.00
M+E+L -- Subtotal	\$1,347.90
10% Overhead	\$134.79
((M+E+L)*10 % OH -- Subtotal	\$1,482.69
Subcontract Costs	\$0.00
((M+E+L)*10% OH) + Subcontract Costs -- Subtotal	\$1,482.69
5% PROFIT	\$74.13
(((M+E+L)*10% OH)*5% Profit) -- Total	\$1,556.82
Bond	2%
	\$31.14
Total Cost	\$1,587.96

EST 1983

CCO #: 2

Branch: Nashville, TN

Himmel'sJob No:	304188
-----------------	--------

DATE:

J+B No. 2204
Change Order No. 2
Attachment D
Page 1 of 1

Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564



PROPOSAL REQUEST

PROJECT:	Administration Addition at Reeves Rogers Elementary School Murfreesboro City Schools	PROPOSAL REQUEST NO: 05
CONTRACTOR:	Romach, Inc. 170 Reynolds Drive Franklin, TN 37064	DATE: November 7, 2024
		ARCHITECT'S PROJECT NO: 2204
		CONTRACT DATED: July 11, 2024

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

ITEM 1: Reroute one existing electrical conduit and conductors located at the bottom of the metal roof deck at Corridor B101, extending to the exit light, as required for installation of two new steel beams noted on Roof Framing Plan on Drawing S3.1.

BY:

R. Lyle Lynch, Architect

DISTRIBUTION: Scott Elliott
Don Barch
Brandon Richardson
Nathan Morgan
Mark Armstrong
Robert Albritton
Trent Latta

James Hill
Larry Willeford
Natalie Hardiman
Kyle Norwood
Ben Hunter
Chris Croft
Johnnie Leonard

[illegible]



C&C Electric

877 Seven Oaks Blvd. STE. 560 | Smyrna, TN 37167
615-969-4838 | spence@candcelectricllc.net | www.candcelectricllc.net

J+B No. 2204
Change Order No. 2
Attachment F
Page 1 of 1

RECIPIENT:

Romach, Inc.
170 Reynolds Dr.
Franklin, TN 37064

Estimate #2523

Sent on 11/14/2024

Total \$1,240.00

SERVICE ADDRESS:

1807 Greenland Drive
Murfreesboro, Tennessee 37130

Product/Service	Description	Qty.	Unit Price	Total
Change Order	- Reroute one existing electrical conduit and conductors located at the bottom of the metal roof deck at Corridor B101, extending to the exit light, as required for installation of two new steel beams noted on Roof Framing Plan on Drawing S3.1.	1	\$1,015.00	\$1,015.00
Change Order	- Pull the wires from the heater to the breaker box	1	\$225.00	\$225.00

This estimate is valid for the next 30 days, after which values may be subject to change.

Total \$1,240.00

Signature: _____ Date: _____

J+B No. 2204
Change Order No. 2
Attachment G
Page 1 of 2

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100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564



PROPOSAL REQUEST

PROJECT:	Administration Addition at Reeves Rogers Elementary School Murfreesboro City Schools	PROPOSAL REQUEST NO: 06
CONTRACTOR:	Romach, Inc. 170 Reynolds Drive Franklin, TN 37064	DATE: November 25, 2024
		ARCHITECT'S PROJECT NO: 2204
		CONTRACT DATED: July 11, 2024

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

ITEM 1: Change size of steel attachment plates for aluminum canopy, and add two steel projected supports (at columns on each side of exterior door to gymnasium) as shown on Section 9 on Drawing S2.2 with revision 2 date of November 25, 2024.

NOTE: This change is to provide structural steel supports for aluminum protective walkway cover in accordance with shop drawing submittal approved by the Architect on November 25, 2024.

BY:

A handwritten signature in black ink, appearing to read 'R. Lyle Lynch'.

R. Lyle Lynch, Architect

ATTACHMENTS: Drawing S2.2 with Revision 2 date of November 25, 2024

DISTRIBUTION:	Scott Elliott	Kyle Norwood
	James Hill	Mark Armstrong
	Don Barch	Ben Hunter
	Larry Willeford	Robert Albritton
	Brandon Richardson	Chris Croft
	Natalie Hardiman	Trent Latta
	Nathan Morgan	Johnnie Leonard

City Center
100 East Vine St.
Murfreesboro Tennessee
37130
615-890-4560
Fax: 615-890-4564

Administration
Addition at
Reeves Rogers
Elementary
School

Murfreesboro Tennessee

[illegible]

NOTES:

THIS DRAWING SHALL NOT BE
REPRODUCED, PUBLISHED, OR USED
IN ANY WAY WITHOUT THE WRITTEN
PERMISSION OF THE ARCHITECT



PROJECT NO.	2204
DATE	4/18/24
DRAWN BY	JEN
CHECKED BY	T.E.L

FOUNDATION
SECTIONS & DETAILS

52.2

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Material	\$0.00
Equipment	\$0.00
Labor	\$0.00
M+E+L -- Subtotal	\$0.00
10% Overhead	\$0.00
(M+E+L)*10 % OH -- Subtotal	\$0.00
Subcontract Costs	\$533.16
((M+E+L)*10% OH) + Subcontract Costs -- Subtotal	\$533.16
5% PROFIT	\$26.66
(((M+E+L)*10% OH)*5% Profit) -- Total	\$643.79
Bond	\$12.88
Total Cost	\$656.67

From: Alex Dixon <alex@stonesteel.net>

Sent: Tuesday, November 26, 2024 10:02 AM

To: Kyle Norwood <knorwood@romachconst.com>

Cc: Nathan Morgan <nmorgan@romachconst.com>

Subject: RE: Administration Addition at Reeves Rogers Elementary School J+B No. 2204

Hey Kyle.

Here is our price to add this tube:

- Material: \$397.77
- Fab: \$110
- 5% OH&P: \$25.39
- **TOTAL: \$533.16**

Thanks,

Alex Dixon
Stone Steel, LLC
Office 931-526-1063
Cell 931-881-4487
Fax 931-372-0267



Check out our new website: <https://stonesteel.net/>

Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564

J+B No. 2204
Change Order No. 2
Attachment K
Page 1 of 3



PROPOSAL REQUEST

PROJECT: Administration Addition at
Reeves Rogers Elementary School
Murfreesboro City Schools

PROPOSAL REQUEST NO: 07R1

DATE: March 31, 2025

CONTRACTOR: Romach, Inc.
170 Reynolds Drive
Franklin, TN 37064

ARCHITECT'S PROJECT NO: 2204

CONTRACT DATED: July 11, 2024

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

ITEM 1: Provide and install a StarLink SLE-MAX2-Fire communicator at the new Fire Lite model MS10UD fire alarm panel.

BY:

A handwritten signature in black ink, appearing to read 'R. Lyle Lynch'.

R. Lyle Lynch, Architect

ATTACHMENTS: StarLink Fire Max manufacturers literature

DISTRIBUTION: Scott Elliott
James Hill
Don Bartch
Larry Willeford
Brandon Richardson
Natalie Hardiman
Nathan Morgan

Kyle Norwood
Mark Armstrong
Ben Hunter
Robert Albritton
Chris Croft
Trent Latta
Johnnie Leonard

StarLink FIRE MAX 2



- **Easiest installation, powered by panel, NO extra power supply, NO extra conduit.** (Excludes Metal Direct AC-Powered Model, shown below.)
- **Labor-Saving Supervision Features Save Time & Money** - Uniquely including 4 supervised, programmable EOLR zone inputs; 2 Form C Relay outputs (no extra supervision modules to buy or install); plus, 2 Telephone style jacks for easy FACU-connection. Self-supervised on 4 wires.
- **Easy-Repeat Account Templates** - Save your typical account setup and reuse for goof-proof communicator programming & fast deployment.



- **Free StarLink FACU-Saver App** - Smartphone Pro sales tool for calculating/demonstrating account's cellular cost-savings with dealer by number of lines & locations vs. copper POTs lines leased from phone co. **FREE download** on Apple Store or Google Play.

- **Pro Incentive Instant Rebate Program** - Dealers save on new and retrofit installations, replacing POTs, old radios, sunset networks and even new installations. (Nothing to mail in/fill out; Service credit automatically applied upon valid plan activation. See details online; scan QR code on back)
- **UL & NFPA 72 Fire Code-Compliant**, the StarLink Max2 Fire Series Wireless Commercial Fire Alarm Sole Path & Dual Path Communicators provide universal support for any brand 12V to 24V fire alarm control panel (FACU), reporting in Contact ID and 4/2. With broadest nationwide coverage footprint, Verizon or AT&T, using proven StarLink circuitry, they are also available in locking metal models.
- **Over-the-Air Upgradeable Firmware** for updates without a truck-roll.

StarLink Fire MAX 2: SLE-MAX2-Series

The Power of 2: Dual SIM, Dual Path by Napco

- **Dual SIM, Dual Path Universal** full data 5G LTE-M cellular &/or IP commercial fire alarm reporting from any panel brand, virtually anywhere nationwide
- **One Model to Stock:** Provides both Verizon and AT&T dual path cell/IP reporting (selectable by power source) **J+B No. 2204** or **Change Order No. 2**
- **Auto-Network-Select by Site** - Upon power up, carrier is analyzed at the site, and the unit will connect to either AT&T or Verizon. Thereafter, it's periodically reviewed. **Attachment K** II AT&T ed.
- **EZ Cell-Network ID- Red or Blue Indicators** - Inside the unit, the Carrier Indicators will light Blue for AT&T or Red for Verizon connection (also test button indicates signal strength on each for manual check)
- **See /Set SIM Status Remotely** - using a PC or smart device, the StarLink Network Operations Center (NOC), in Napco Headquarters, NY, can be accessed allowing you used to set parameters or view current status, Dual SIM status of accounts
- **Supports 12V-24V FACUs**, No Panel Reprogramming with those that communicate using Contact ID and 4/2 (such as on legacy panels), as primary or backup.
- **UL & NFPA Code-compliant**, replaces 2 POTs lines per FACU saves thousands of dollars per year over the leased landlines. (Show accounts savings - Free Sales Tool /Calculator App left)
- **Proven StarLink Reliability & Best 5G LTE-M Performance** - Works where others can't - Signal Boost™ Circuitry & unique dual-diversity twin antennas, maximizing signal acquisition and eliminating the multiphase-effect signal-clash/drop-outs single-antenna units are prone to.



One Dual SIM Dual Path Model is Both Verizon and AT&T and Sole or Dual Path with Cellular + Internet Option. StarLink Fire provides full data reporting, in sole & dual path, as a primary or backup, to any central station of your choice, w/o requiring any special equipment on premises. The units are very easily activated, plans for dual or sole path & check-in periods are selected, and 24/7 account management is provided all through www.napcocomnet.com.

Easy, Universal Installation at Every Application; standardly w/ Panel- Powered Technology™ or metal units with choice of power source. StarLink Fire Communicators are easily connected to any 12V to 24V panel or Fire Alarm Control Panel (FACU) using easy Quick-Connect FACP modular jacks. For any application, StarLink Max Fire 2 Series comes in standard, ABS plastic Panel-Powered Technology™ (powered by the panel), models, or in metal housings w/ or w/o & choice of power options, i.e., direct-connect 120VAC or Plug-in transformer. **Quick Tip: Using StarLink Fire Max 2 with Power Supply models (suffix -PS) eliminates the need to do recalculations on the fire system being retrofitted as well.**

StarLink Fire is End-to-End UL 864 Listed to protect signal reliability, speed & performance for critical life and safety alarm reports for maximum life safety & liability protection. UL-Listed from the UL 864 StarLink Fire Max 2 communicator, to Napco's NY UL 864 Network Operations Center (shown below in map), to any Central Station's UL Listed Receiver. (It is also backed by Disaster Recovery NOC in PA for immediate, mirrored emergency switchover.)

STARLINK: ALL SIGNALS, ALWAYS IN THE USA



Dual SIM/Dual Path StarLink Fire MAX 2 also available in Metal enclosures with or without power supply

verizon AT&T



**SLE-MAX2 SERIES Fire Dual SIM/Dual Path
Commercial Fire Alarm Cell Communicators**

- Dual SIM models auto-select optimal cell carrier - and Red or Blue LED Indicators inside **J+B No. 2204**
- LED Status /Trouble Indicators 3 Radio S **Change Order No. 2**
- Strength; Amber- Busy/Activation; Red-Tro **Attachment K**
- internal LEDs, not visible with cover closed **Page 3 of 3**
- network selection, status). Power LED indicator viewable on outer metal enclosure models.
- **Sole or Dual Path 5G LTE-M Cell Commercial Fire Alarm Communicator in One** - Simply select Cell or Cell/IP Service Plan & check-in period: 5 minutes, 60 minutes, 6 hours or 24 hours.
- **Signal Boost and Patented Switching Dual Diversity Antenna** for maximum signal acquisition & null /signal-clash avoidance, receiving signals on both antennas (2 supplied, nothing extra to buy.)
- **"Return Receipt" Fully-Supervised Communication Path** between premise & central station, keeping channel open until *kiss-off* is received from Central Station receiver

SPECIFICATIONS: (Apply to all models unless otherwise stated)

SLE-MAX2-FIRE & SLE-MAX2-CFB:

Electrical Ratings for +12V / 24V (Models w/o Power Supply)

- Input Voltage: 10-24VDC regulated (power-limited output from UL Certified FACU/panel Aux/Remote Fire Power).
- Input Current: 24VDC standby: 85mA

SLE-MAX2-CFBPS:

Electrical Ratings for 120VAC, 60Hz (Models with Power Supply)

- Input Voltage: 120VAC nominal
- Input Current: 200mA maximum
- Maximum Charging Current: 200mA

Electrical Ratings Fire Input 1:

- Input Voltage: 9-25VDC
- Max Input Current: Up to 2mA from FACU NAC circuit

Electrical Ratings for Inputs 2 to 5 (Class B):

- Maximum Loop Voltage: 25VDC
- Maximum Loop Current: 1.2mA (metal models); 1.7mA (plastic)
- End of Line Resistor (EOLR) Value: 10K

Electrical Ratings for PGM3 Output:

- Open Collector Output: Max Voltage 3V when active; 25V max. when not.
- PGM Max Sink Current: 50mA (up to 15VDC), 25mA (15.1VDC -25VDC)

Physical & Environmental

- Plastic Housing: 8 x 5 1/2 x 1 1/2" (WHD) + antennas (2ea, supplied) 8 1/4" H
- Metal Housing: 11 1/2 x 9 1/2 x 3 1/2" (WHD) + antennas (2ea, supplied) 8 1/4" H
- Housings: 2 Keyholes for wall mount
- Operating Temp. 32 to 120°F, 93% Humidity Max.

COMPLIANCES:

NFPA 72 Eds: 2022, 2019, 2016, 2013, 2010; UL 2610, UL 985, UL1023, UL864 10th Ed., CSFM, NYC FD, LAFD Napco US Network Operations Center (NOC) UL 864 10th Ed., UL 1610, UL 1635



ORDERING INFORMATION

Model	Description	Dual SIM/ Dual Path	Verizon ✓	AT&T ✓	Sole Path Cell	Dual Path Cell/IP	Low Current Draw, Standby (@24V)	Current Draw, Peak (@24V)
SLE-MAX2-FIRE	Universal Fire Communicator, Dual SIM, Dual Path, Panel-Powered Technology, ABS Plastic Housing	✓	✓	✓	✓	✓	85mA	325mA
SLE-MAX2-CFB	Universal Fire Communicator, Dual SIM, Dual Path, Panel-Powered Technology	✓	✓	✓	✓	✓	85mA	325mA
SLE-MAX2-CFBPS	Universal Fire Communicator, Dual SIM, Dual Path, Direct AC Power 120VAC Metal Housing w/ Provision. For Plug-in TRF12 XFormer, 16VAC, 20VA (w/ provision for backup battery)	✓	✓	✓	✓	✓	200mA	200mA

OPTIONS/ACCESSORIES:

SLE-WIFI-MODULE: Optionally connects supported dual path models to Internet via WiFi, eliminating Ethernet cable connection. Requires 7AH battery. (see WI2191)

SLE-ANTEXT30: StarLink Omni-X Optional Extended Range Marine-Grade Complete Antenna Kit, w/ 30' of ultra low-noise LMR 300 cable, all hardware & ground fault isolator plate.

SLE-ANTEXT50: as above, 50' cable

SLE-ANTEXT75: as above, 75' cable

SLE-ANTEXT100: as above, 100' cable

SLE-ANTEXT04: as above, 4' cable

SLE-FIRE-VR: FACU Voltage Drop Kit, maintains safe input voltage < 27.5VDC

TRF12: Plug in AC Transformer, used w/ SLE-MAX2-CFBPS model, 16.5V / 20VA (use subject to local code).

GEM-TAMPERKIT: Tamper switches and screws to protect metal housing where required.

SLE-ULPS-R: Power Supply, for installations where FACU cannot provide Aux Power.

SLE-FMBB: Opt. Metal Cable Management Backbox for surface mounting plastic StarLink communicator models adjacent to FACUs on same plane. Radio easily snaps in on 4 stand-offs, no rewiring. Red metal enclosure w/ 3/4" cable knockouts; 2 Connectors & 4" Conduit, supplied.

Also See FireLink FACUs with built-in StarLink Communicators & LCD Touchpads on Door, addressable & conventional, cloud-programmable.



www.StarLinkFire.com

Addressable, Conventional Fire Alarm Systems & Leading Commercial Fire Cellular Communications

For Compliance, Always Consult with AHJ & Tech Docs by Model, i.e., SLE-MAX2-FIRE (Plastic) WI2609LF; SLE-MAX2-CFBPS, -CFB (Dual Path Metal) WI2642LF. StarLink & StarLinkMAX Fire are trademarks of NAPCO Security Technologies, Inc. Other marks remain intellectual property of their respective companies. Preliminary data & promotions subject to change without notice. © NAPCO 2024.1 A852



FOR MORE



J+B No. 2204
Change Order No. 2
Attachment L
Page 1 of 1



4/15/2025
Kyle Norwood
Romach

J+B No. 2204
Change Order No. 2
Attachment M
Page 1 of 1

RE: Reeves Rogers Elementary School
1807 Greenland Drive
Murfreesboro

Architect: Johnson+Bailey
Plan Date: 5/13/2024

Fire Alarm System Scope: . Install one Napco cellular dialer, part number SLE-MAX2-FIRE. Jarrett Fire to provide and install all wire and devices.

Included:

- 1 Napco Cellular Dialer (SLE-MAX2-FIRE)

Exclusions and Clarifications:

- 1 Exclude 120 VAC power to Fire Alarm Panel and associated amplifiers and power supplies
- 2 Exclude Painting of conduits or boxes and Patching or painting of walls
- 3 Exclude After hours labor. Normal working hours are 7AM - 4PM Monday through Friday
- 4 Exclude PE stamped plans.
- 5 Exclude production of CAD (.dwg) files from building set .pdf's (All CAD files to be supplied by architect/G.C. at no cost)
- 6 Exclude connections to auxiliary equipment such as HVAC shutdown termination or elevator controller terminations
- 7 **Exclude underground raceway systems**
- 8 *NOTE* Lead times for equipment could be up to 6+ months from date of order for some types of equipment.
- 9 Exclude all necessary raceways, conduits, and boxes
- 10 Exclude Central Station Monitoring

FIRE ALARM TOTAL:

\$1,691.00

Alternates:

1. None

This Proposal is good for 30 Days from Date of Proposal.

Chris Winegar
Jarrett Fire Protection, LLC
615-939-1888
cwinegar@jarrettfire.com

Acceptance & Authorization

I hereby authorize performance of above-described work subject to all terms and conditions contained herein.
Terms & Conditions (attached) are an integral part of this agreement.

Customer's Name	Customer's Title	Customer's Signature	Date

1106 Lebanon Pike - Nashville, TN 37210 - Office 615.515.1270 - Fax 615.515.1271

Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564

J+B No. 2204
Change Order No. 2
Attachment N
Page 1 of 1



PROPOSAL REQUEST

PROJECT:	Administration Addition at Reeves Rogers Elementary School Murfreesboro City Schools	PROPOSAL REQUEST NO: 08
CONTRACTOR:	Romach, Inc. 170 Reynolds Drive Franklin, TN 37064	DATE: March 24, 2025
		ARCHITECT'S PROJECT NO: 2204
		CONTRACT DATED: July 11, 2024

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

ITEM 1: Change color of east wall of Interventionist A112 from RR Gray to RR Red. Change color of south wall of Interventionist A112 from RR Red to RR Gray.

BY:

A handwritten signature in black ink, appearing to read 'R. Lyle Lynch'.

R. Lyle Lynch, Architect

DISTRIBUTION:	Scott Elliott	Kyle Norwood
	James Hill	Mark Armstrong
	Don Bartch	Ben Hunter
	Larry Willeford	Robert Albritton
	Brandon Richardson	Chris Croft
	Natalie Hardiman	Trent Latta
	Nathan Morgan	Johnnie Leonard

Material	\$0.00
Equipment	\$0.00
Labor	\$0.00
M+E+L -- Subtotal	\$0.00
10% Overhead	\$0.00
(M+E+L)*10 % OH -- Subtotal	\$0.00
Subcontract Costs	\$280.00
((M+E+L)*10% OH) + Subcontract Costs -- Subtotal	\$280.00
5% PROFIT	\$14.00
(((M+E+L)*10% OH)*5% Profit) -- Total	\$338.10
Bond	2%
Total Cost	\$344.86

J+B No. 2204
Change Order No. 2
Attachment Q
Page 1 of 1

**Ange's Painting Company, Commercial & Residential,
Minority-Owned**

760 Winthorne Drive, Nashville, TN 37217 (615) 500-5984

04/03/25

Change Order

**Attention: Romach, Inc,
Kyle Norwood**



Project: Reeves Rogers Elementary School

Inclusions:

1. Color change on two walls
2. Return to original colors in two walls
 - a. 8 hrs x \$35 = \$280

Exclusion:

1. Other Areas not specified

Total: \$280.00 --Two Hundred Eighty Dollars and 00/00

All material guaranteed to be as specific as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over & above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry necessary insurance. Our workers are fully covered by Workman's Compensation.

Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564

J+B No. 2204
Change Order No. 2
Attachment R
Page 1 of 2



PROPOSAL REQUEST

PROJECT: Administration Addition at
Reeves Rogers Elementary School
Murfreesboro City Schools

PROPOSAL REQUEST NO: 10

DATE: April 23, 2025

CONTRACTOR: Romach, Inc.
170 Reynolds Drive
Franklin, TN 37064

ARCHITECT'S PROJECT NO: 2204

CONTRACT DATED: July 11, 2024

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

ITEM 1: Install new 1" X ½" 30 ga. steel angle attached to CMU only with screws spaced at 24" at head and jams of door A114 as shown on the attached drawing A7.3 with revision 2 date of April 23, 2025.

BY:

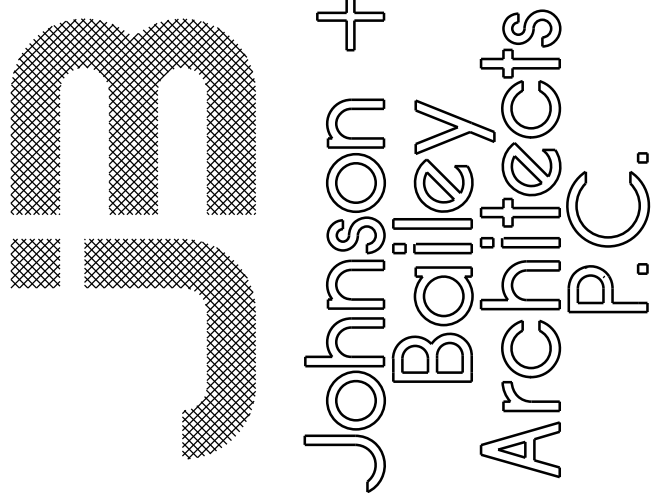
A handwritten signature in black ink, appearing to read 'R. Lyle Lynch'.

R. Lyle Lynch, Architect

ATTACHMENTS: Drawing A7.3 with Revision 2 date of April 23, 2025

DISTRIBUTION: Scott Elliott
Don Bartch
Brandon Richardson
Nathan Morgan
Mark Armstrong
Robert Albritton
Trent Latta

James Hill
Larry Willeford
Natalie Hardiman
Kyle Norwood
Ben Hunter
Chris Croft
Johnnie Leonard



City Center
100 East Vine St.
Murfreesboro, Tennessee
37130
615-890-4560
Fax: 615-890-4564

Administration
Addition at
Reeves Rogers
Elementary
School

Murfreesboro Tennessee

REVISIONS	DATE
ADD#1	5/13/24
PR#10	4/23/25

NOTES:

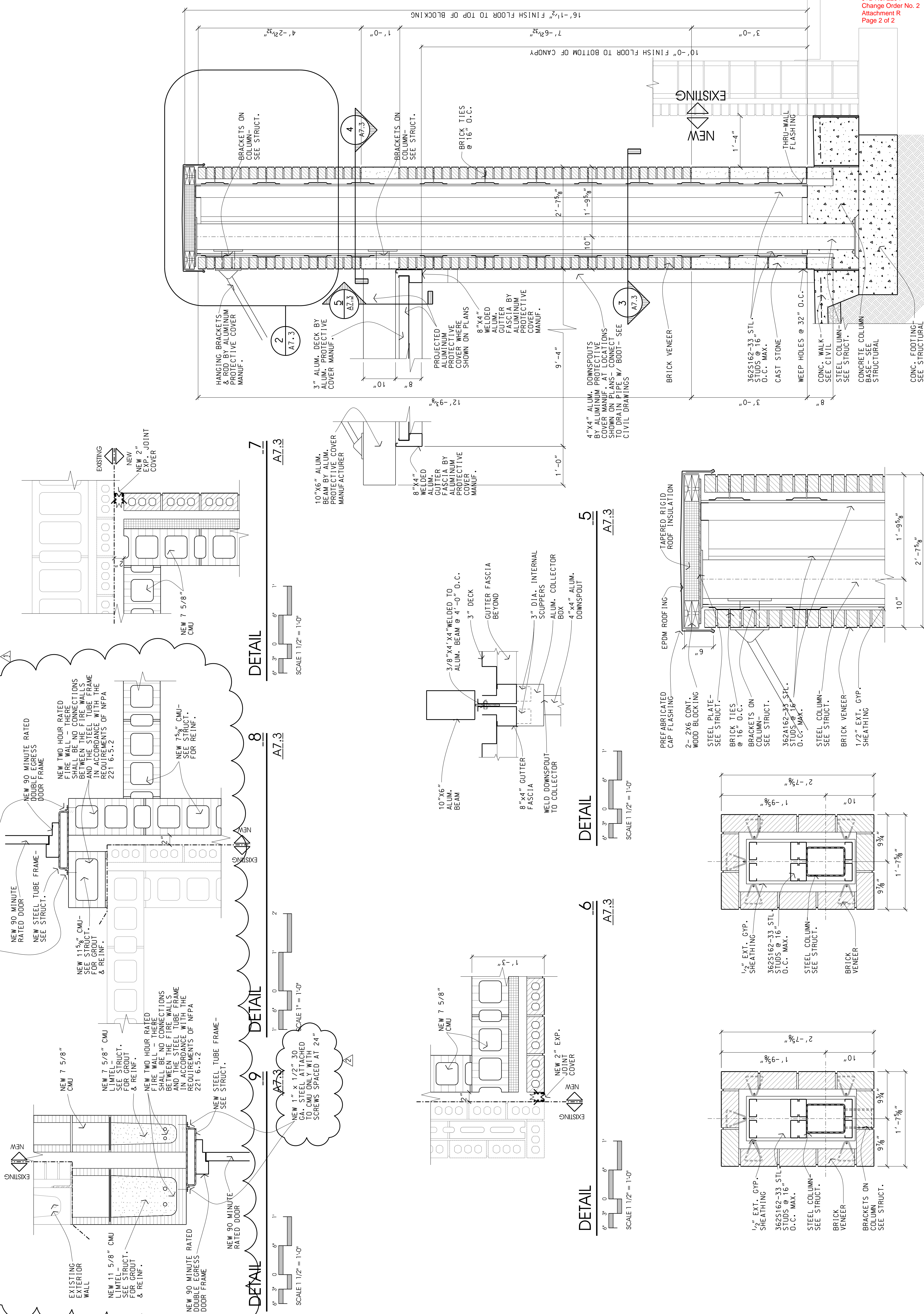
THIS DRAWING SHALL NOT BE
REPRODUCED, PUBLISHED, OR USED
IN ANY WAY WITHOUT THE WRITTEN
PERMISSION OF THE ARCHITECT



PROJECT NO.	2204
DATE	4/18/24
DRAWN BY	R.L.L.
CHECKED BY	R.L.L.

J+B No. 2204
Change Order No. 2
Attachment R
Page 2 of 2

A7.3



1 WALL SECTION

2

DETAIL

DETAIL

4

DETAIL

[illegible]



Roofix, Inc.

P O Box 93

Riddleton, TN 37151

Phone 615-735-3400 Fax 615-735-3490

Bill To:

Kyle Norwood

Romach Construction

170 Reynolds Drive

Franklin, TN 37064

J+B No. 2204

Change Order No. 2

Attachment T

Page 1 of 1

DATE: May 1, 2025**INV. # Quote****FOR:** Reeves Rogers Elemen

Metal Trim for Interior Door

1807 Greenland Drive

Murfreesboro, TN. 3713

See our website @ www.roofix.com orEmail at customer.service@roofix.com

As of February 1st 2024, Roofix Inc.'s Per Man Hour Rate will Increase to \$75.

DESCRIPTION OF SERVICES		
We will provide labor and materials to shop fabricate out of 24ga. Paint grip metal and deliver 60' of 1 1/2" x 1 1/2" metal door trim.		
Repairs performed by Roofix, Inc. are warranted watertight for (2) two years after completion unless otherwise noted.		
DESCRIPTION	UNIT COST	AMOUNT
MATERIALS: 60.0 L.F. 1 1/2" x 1 1/2" shop fab. Angle door trim with h	\$1.80	\$108.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
Terms: Net 15 days from invoice date.		
TOTAL THIS INVOICE		\$108.00

We accept checks, Mastercard, Visa, American Express & Discover. Make checks payable to **Roofix, Inc.**

(If you choose to use a credit card, please call our office to provide us with the proper information.)

If you have any questions concerning this invoice, contact Jason Haskin 615.735.3400 or E-mail: jason@roofix.com**THANK YOU FOR YOUR BUSINESS!**

Johnson + Bailey Architects P. C.



City Center
100 East Vine Street
Murfreesboro, Tennessee 37130
615 890 4560 - Fax 615 890 4564

Field Report No. 39

Administration Addition at
Reeves Rogers Elementary School
Murfreesboro, Tennessee
J+B No. 2204

Date:	Time:	Temp:	Weather:	J+B No. 2204 Change Order No. 2 Attachment U Page 1 of 1
May 16, 2025	10:00 A.M.	70's	Cloudy	
Present:	Scott Elliott (SE) James Hill (JH) Don Bartch (DB) Christopher Penrose (CP) Kyle Norwood (KN) Mark Armstrong (MA) Lyle Lynch (LL)	City of Murfreesboro City of Murfreesboro Murfreesboro City Schools Reeves Rogers Elementary School Romach, Inc. Romach, Inc. Johnson+Bailey Architects		

Work in Progress: Installation of fire alarm system conductors.

1. A Construction Progress Meeting was conducted. See attached Construction Progress Meeting Agenda dated May 16, 2025, for a list of items discussed.
2. The approximate contingency allowance after deducting the cost of Proposal Request Nos. 1 thru 10 is \$34,949.03.
3. KN advised that upon removal of an existing electrical receptacle in Work Area B102, it was determined that additional electrical work noted in Proposal Request No. 9 dated March 26, 2025, was not necessary. Therefore, the additional cost associated with Proposal Request No. 9 will not be included in Change Order No. 2.
4. Approved shop drawings call for new door keyways to be Schlage. The hardware supplier has determined that the existing door keyways consists of several brands. It will be necessary to change new keyways to Corbin to work with the existing master key system. Contractor is to submit a cost proposal for changing new keyways to Corbin.
5. A Substantial Completion Inspection was scheduled for 9:00 AM on Monday, June 23, 2025.
6. The next Construction Progress Meeting was scheduled for 12:30 PM on Tuesday, June 3, 2025.

Field Report by:

R. Lyle Lynch

Attachments: Construction Progress Meeting Agenda dated May 16, 2025 (1 page)

Distribution:	Scott Elliott	Kyle Norwood
	James Hill	Mark Armstrong
	Don Bartch	Ben Hunter
	Larry Willeford	Robert Albritton
	Brandon Richardson	Chris Croft
	Natalie Hardiman	Trent Latta
	Nathan Morgan	Johnnie Leonard

Material	\$0.00
Equipment	\$0.00
Labor	\$364.00
M+E+L -- Subtotal	\$364.00
10% Overhead	\$36.40
(M+E+L)*10 % OH -- Subtotal	\$400.40
Subcontract Costs	\$8,689.95
((M+E+L)*10% OH) + Subcontract Costs -- Subtotal	\$9,090.35
5% PROFIT	\$454.52
(((M+E+L)*10% OH)*5% Profit) -- Total	\$9,544.87
Bond	2% \$190.90
Total Cost	\$9,735.76

J+B No. 2204
Change Order No. 2
Attachment X
Page 1 of 1

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PROPOSAL REQUEST

PROJECT: Administration Addition at
Reeves Rogers Elementary School
Murfreesboro City Schools

PROPOSAL REQUEST NO: 11

DATE: May 6, 2025

CONTRACTOR: Romach, Inc.
170 Reynolds Drive
Franklin, TN 37064

ARCHITECT'S PROJECT NO: 2204

CONTRACT DATED: July 11, 2024

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

ITEM 1: Delete data outlet and electrical receptacle at center of floor of Conference A113.

A handwritten signature in black ink, appearing to read 'R. Lyle Lynch'.

BY:

R. Lyle Lynch, Architect

DISTRIBUTION: Scott Elliott
Don Barch
Brandon Richardson
Nathan Morgan
Mark Armstrong
Robert Albritton
Trent Latta

James Hill
Larry Willeford
Natalie Hardiman
Kyle Norwood
Ben Hunter
Chris Croft
Johnnie Leonard

[illegible]

Johnson + Bailey Architects P.C.

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100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564

J+B No. 2204
Change Order No. 2
Attachment Z
Page 1 of 6



PROPOSAL REQUEST


PROJECT:	Administration Addition at Reeves Rogers Elementary School Murfreesboro City Schools	PROPOSAL REQUEST NO: 12
CONTRACTOR:	Romach, Inc. 170 Reynolds Drive Franklin, TN 37064	DATE: June 3, 2025
		ARCHITECT'S PROJECT NO: 2204
		CONTRACT DATED: July 11, 2024

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

ITEM 1: Add surveillance cameras as noted on the attached GHA Technologies, Inc., Quotation No. 2969636 dated May 27, 2025.

ITEM 2: Replace existing exterior windows at Art Room as noted on the attached Evans Glass Quotation dated June 3, 2025.

BY: 
R. Lyle Lynch, Architect

ATTACHMENTS: GHA Technologies, Inc., Quotation No. 2969636 dated May 27, 2025
Evans Glass Quotation dated June 3, 2025.

DISTRIBUTION:	Scott Elliott	James Hill
	Don Bartch	Larry Willeford
	Brandon Richardson	Natalie Hardiman
	Nathan Morgan	Kyle Norwood
	Mark Armstrong	Ben Hunter
	Robert Albritton	Chris Croft
	Trent Latta	Johnnie Leonard

**GHA Technologies, Inc.**

NEW REMITTANCE ADDRESS

Dept #880831
 PO Box 29650
 Phoenix, Arizona 85038-9650
 United States
<http://www.gha-associates.com>
 (P) 480-951-6865
 (F) 480-951-6956

J+B No. 2204
Change Order No. 2
Attachment Z
Page 2 of 6

Quotation (Open)**Date**

May 27, 2025 03:08 PM EDT

Modified Date

May 27, 2025 03:13 PM EDT

Quote #

2969636 - rev 1 of 1

Description

Avigilon Solution 2

SalesRep

Decker, Josh
 (P) 629-216-3700

Customer Contact

Zavisa, April
 (P) (615) 893-2313
april.zavisa@cityschools.net

Customer

Murfreesboro City
 Schools (MC133408)
 Zavisa, April
 2552 S Church St
 Murfreesboro, TN 37127
 United States

Bill To

Murfreesboro City Schools
 Zavisa, April
 2552 S Church St
 Murfreesboro, TN 37127
 United States
 (P) (615) 893-2313

Ship To

Murfreesboro City Schools
 Zavisa, April
 2552 S Church St
 Murfreesboro, TN 37127
 United States
 (P) (615) 893-2313

Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Avigilon 2x 3MP H6A Dual Head Camera. Outdoor camera with built-in IR	6.0C-H6ADH-DO1-IR	Yes	2	\$1,240.00	\$2,480.00
2		Avigilon 6MP H6A Bullet IR Camera with 4.4-9.3mm Lens	6.0C-H6A-BO1-IR	Yes	1	\$1,350.00	\$1,350.00
3		Pendant adapter, NPT, H6A	H6A-MT-NPTA1	Yes	2	\$50.00	\$100.00
4		Mount, Pendant Arm, 20cm Long, 1.5 NPT	WLMT-1021	Yes	2	\$85.00	\$170.00
5		CORNER MNT FOR LRGE PENDT WLMT-1001	CRNMT-1001	Yes	1	\$120.00	\$120.00

Subtotal: \$4,220.00
 Tax (.0000%): \$0.00
 Shipping: \$0.00
 Misc: \$0.00
Total: \$4,220.00

DLL Leasing Option	\$370.60 / mo. for 12 months. \$194.33 / mo. for 24 months. \$135.76 / mo. for 36 months. \$106.64 / mo. for 48 months. \$89.25 / mo. for 60 months.
--------------------	--

Sales tax calculation is estimated and subject to change. Terms Definition: ♦ Unless agreed upon otherwise; Net 30 terms, cash in the GHA bank 30 days from the date of shipment. Lease payment calculations are estimated and may include sales tax in the payment amount. You can obtain an accurate lease quote from our leasing company. Rates are subject to change without notice.

GHA is an authorized and leading supplier for Microsoft, HP, Apple, Dell, Lenovo, VMWare, IBM and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier.

-The prices quoted may change due to market conditions beyond our control.

-GHA cannot be responsible for manufacturer availability or delays.

-No verbal quotations or promises can be honored unless set forth herein. ♦

-Due to many people working from home, GHA will not be responsible for the boxes if lost or stolen ♦ after the delivery has been made, and if they are ♦ lost or stolen, you still agree to pay your ♦ GHA ♦ invoice. Signature will be required on all shipments.

-Handling Fees: Handling fees charged on shipments are in addition to the freight and insurance charges and vary.

-Returns Policy: Cloud Service Provider CSP orders for Microsoft require at least 30 days of cancellation notice from Buyer. Buyer agrees to pay for any cloud subscription usage incurred. For all other CSP s, GHA will pass through and honor the cancellation policy as stated in the original contract whether 30, 60 or 90 days of cancellation notice is required. Custom computers and technology orders are non-cancellable and non-returnable. No return will be accepted after 30 days from the invoice date. Goods

ich shall be not less than 15% of the price of Goods. Custom-made Goods are not subject to cancellation or return under any circumstances. In no case are Goods to be returned without first obtaining Seller's written permission. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Buyer being solely responsible for paying all return freight expenses and keeping the GHA invoice current within 30 days from the date of shipment regardless of the reason for a return. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after date of issuance. GHA Technologies makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to the goods described hereon. Professional Service Organizations are separate companies from GHA. GHA is not responsible for their workmanship and there is no right to offset payment. ♦

-International shipments/returns: Customer is responsible to pay all VAT, duties, customs charges, freight forwarding services, storage, handling, foreign exchange rates/fees, miscellaneous fees from any country, expedited or return freight expenses. Customer shall be liable; GHA is NOT responsible. GHA is not responsible for any return shipment expenses.

-Supplier represents and warrants that it is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law. ♦

-This document shall be governed by the laws of the State of Arizona.

-You may view all Terms & Conditions at: <https://www.gha-associates.com/terms-and-conditions>

-THIS QUOTE HAS BEEN PROVIDED FOR CLIENT AND GHA PURPOSES ONLY**

-CORPORATE OFFICE: (REMIT PAYMENTS TO THE DEPARTMENT NUMBER AND PO BOX LISTED ABOVE; NO PAYMENTS SHOULD BE MAILED TO THE CORPORATE OFFICE) GHA Technologies, Inc. 8998 E. Raintree Drive Scottsdale, AZ 85260

J+B No. 2204
Change Order No. 2
Attachment Z
Page 3 of 6

Quotation

J+B No. 2204

Change Order No. 2

Attachment Z

Page 4 of 6

Proposal

1030 Cornelia Street
Nashville, Tennessee 37217
Telephone: (615) 361-8788
FAX: (615) 366-6366
mitch@evansglasscompany.com

Job: **Reeves Rogers Elem** – 1807 Greenland Dr.
Location: Murfreesboro, TN
Architect: None
Addendum:
Plans Dated: None Specs. Dated: None

June 3, 2025

Murfreesboro City Schools
Attention: Larry Willeford

We propose to furnish and install including applicable taxes the above project as follows:

We include series 14000 non-thermal 2" x 4 1/2" center set at exterior storefront by Tubelite per attached drawing. Finish of exposed aluminum to be standard class I dark bronze anodized. We include 1" insulating bronze over solarban60 #3 glass or equivalent (tempered where required by codes) at exterior storefront. Demolition of existing windows are included.
No other glass or mirror is included.

Hall 1 for the sum of **twelve thousand seven hundred sixty dollars (\$12,760.00).**

Hall for the sum of **eleven thousand eight hundred ninety dollars (\$11,890.00).**

Arts for the sum of **twelve thousand nine hundred dollars (\$12,900.00).**

Only the items listed within this proposal are included. Any omission or contradiction will result in a change to the price. All work will be done during EGC's normal working hours. **No after hours work is included.** **No protection of our work is included. No cleaning is included. Any damage to our work by others will be repaired at an additional expense.

Because of the volatility in the aluminum market, this price may change at any time.

The following must be included in the contract:

- 1) Evans Glass Company reserves the right to update the price of this proposal at the time a contract is issued and, also, at the time the shop drawings are approved.**

This proposal is subject to all conditions noted in following pages. We hope this proposal will merit your placing with us this business, which will have our best attention in pursuing the work to completion to your entire satisfaction and pleasure. EVANS GLASS COMPANY.

ACCEPTED: _____ 20__ Firm: _____ By: _____

By: *Mitchell S. Frederick*

J+B No. 2204
Change Order No. 2
Attachment Z
Page 5 of 6

Proposal

Quotation

Conditions of Proposal

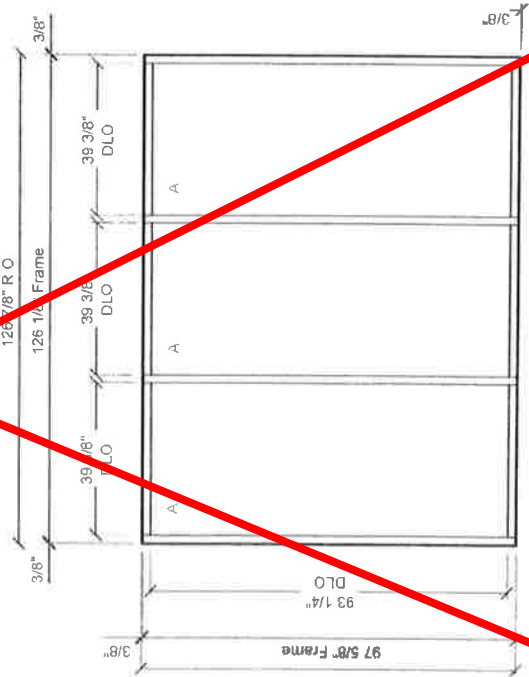
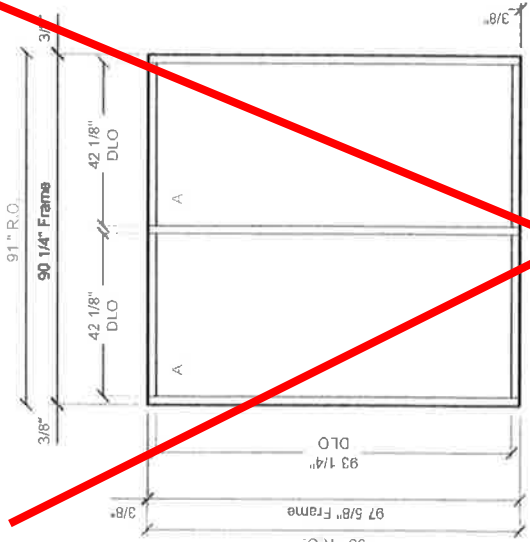
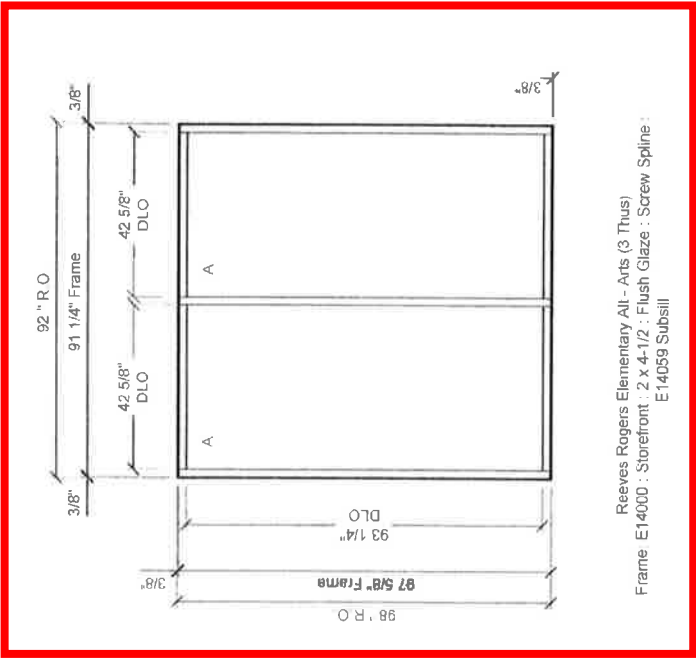
1. Acceptance of this Proposal by Buyer shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing Evans Glass Co. to commence work or preparation for work will constitute acceptance by Buyer of this Proposal and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change if not accepted within the time stipulated hereon, or if not stipulated, within 30 days from date thereof.
2. Evans Glass Co. shall be paid monthly progress payments on or before the 10th of each month for the value of work completed plus the amount of materials and equipment suitably stored without retention applied to the contract sum less the aggregate of previous payments to Evans Glass Co. Final payment shall be due 30 days after the work described in this Proposal is substantially completed. Sales of materials only are payable in cash on delivery of goods.
3. No back charges or claim of the Buyer for services shall be valid except by the agreement in writing by Evans Glass Co. before work is executed.
4. All sums not paid when due shall bear interest at the rate of 11/2% per month from due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection, **including a reasonable attorney's fee, shall be paid by Buyer.**
5. If the Buyer fails to make payment to Evans Glass Co. as herein provided, then Evans Glass Co. may stop work without prejudice to any other remedy it may have.
6. Buyer is to prepare all work areas so as to be acceptable for Evans Glass Co.'s work under the contract. Evans Glass Co. will not be called upon to start work until sufficient areas are ready to insure continued work until job completion.
7. After acceptance of this Proposal as provided, Evans Glass Co. shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Evans Glass Co. shall not be responsible for delays and defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting there from; embargos, shortage of labor, raw materials production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocation; fire, floods and accidents and other Acts of God.
8. Evans Glass Co. will not be responsible for special, incidental, or consequential damages. Evans Glass Co. shall not be responsible for broken or damaged glass, metal or other materials (except that directly caused by our own employees). Any repair work necessitated by caused damage will be considered as an order for extra work and must be requested in writing. No protection or cleaning of glass, metal or other materials is included. Our responsibility for damage or loss in transit ceases upon delivery in good condition to a public carrier.
9. Work called for herein is to be performed during Evans Glass Co.'s regular working hours. Overtime rates will be charged for all work performed outside such hours at extra costs.
10. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
11. Notwithstanding any provision contained in this Proposal or the contract documents between Owner and Contractor, Evans Glass Co. may file a lien or claim on its behalf in the event that any payment to Evans Glass Co. is not made as and when provided for by the agreement.
12. The Buyer will furnish adequate access to building site, all temporary site facilities including suitable covered storage space and hoisting at no cost to Evans Glass Co.
13. The Buyer shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Proposal and no liquidated damages may be assessed against Evans Glass Co. for delays or causes attributed to other contractors or arising outside the scope of this Proposal.
14. Buyer shall purchase and maintain Builders Risk Insurance upon the full value of the entire work and/or materials to be supplied, which shall include the interest of Evans Glass Co. Upon acceptance of our proposal you will be provided certificate of insurance. If your contract calls for insurance in excess of our standard coverage, the increased cost of insurance will be added to our quoted price. Our standard coverage is \$100,000 each person and \$300,000 each occurrence for bodily injury liability, and \$100,000 property damage liability.
15. This proposal covers completely our entire understanding and no modification shall be valid, unless written upon or attached to this proposal and signed or initialed by the parties hereto.
16. All site facilities (including but not limited to equipment, structures, personnel, materials, services, utilities or supplies) required or convenient, in whole or in part, for performance of the general contract or for compliance with local, state, federal, or other regulatory body, health or safety rules, ordinances, regulations, specifications or requirements other than are attributable solely to performance under this subcontract shall be furnished and supplied by the general contractor at its own risk and expense and in full compliance with all of such requirements, and the general contractor hereby agrees to indemnify and save the sub-contractor harmless from all suits, claims, judgments or demands arising in any way by reason of failure of the general contractor to comply with this provision. The sub-contractor agrees to provide at its own risk and expense all such aforesaid items as are required or convenient solely in connection with its work to be performed hereunder and hereby agrees to indemnify and hold contractor harmless from all suits, claims, judgments and demands in any way arising by reason of failure of the subcontractor to comply with this provision.
17. No warranties, expressed or implied, are issued in any manner.

This proposal is subject to all conditions noted in following pages. We hope this proposal will merit your placing with us this business, which will have our best attention in pursuing the work to completion to your entire satisfaction and pleasure. EVANS GLASS COMPANY.

ACCEPTED: _____ 20__ Firm: _____ By: _____

By: *Mitchell S. Frederick*

J+B No. 2204
Change Order No. 2
Attachment Z
Page 6 of 6



[illegible]



GHA Technologies, Inc.

*NEW REMITTANCE

ADDRESS*

Dept #880831

PO Box 29650

Phoenix, Arizona 85038-9650

United States

<http://www.gha-associates.com>

(P) 480-951-6865

(F) 480-951-6956

J+B No. 2204
Change Order No. 2
Attachment BB
Page 1 of 2

Quotation (Open)

Date

Jun 06, 2025 08:42 AM PDT

Modified Date

Jun 06, 2025 08:57 AM PDT

Quote #

Cart

Description

Reeves Rogers Avigilon

SalesRep

Decker, Josh

(P) 629-216-3700

Customer Contact

Norwood, Kyle

(P) (615) 648-5535

knorwood@romachconst.com

Customer

RoMach Inc (RI150694)
Norwood, Kyle
237 West Northfield Blvd
Suite 5
Murfreesboro, TN 37129
United States

Bill To

RoMach Inc
Norwood, Kyle
237 West Northfield Blvd
Suite 5
Murfreesboro, TN 37129
United States
(P) (615) 794-8228
knorwood@romachconst.com

Ship To

RoMach Inc
Norwood, Kyle
237 West Northfield Blvd
Suite 5
Murfreesboro, TN 37129
United States
(P) (615) 794-8228
knorwood@romachconst.com

Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Image Description	Part #	Tax	Qty	Unit Price	Total
1	Avigilon 2x 3MP H6A Dual Head Camera. Outdoor camera with built-in IR	6.0C-H6ADH-DO1-IR	Yes	2	\$1,240.00	\$2,480.00
2	6MP H6A Bullet IR Camera with 4.4-9.3mm Lens	6.0C-H6A-BO1-IR	Yes	1	\$1,350.00	\$1,350.00
3	Pendant adapter, NPT, H6A	H6A-MT-NPTA1	Yes	2	\$50.00	\$100.00
4	Mount, Pendant Arm, 20cm Long, 1.5 NPT	WLMT-1021	Yes	2	\$85.00	\$170.00
5	CORNER MNT FOR LRGE PENDT WLMT-1001	CRNMT-1001	Yes	1	\$120.00	\$120.00

J+B No. 2204
Change Order No. 2
Attachment BB
Page 2 of 2

Subtotal:	\$4,220.00
Tax (9.7500%):	\$411.45
Shipping:	\$0.00
Misc:	\$0.00
Total:	\$4,631.45

DLL Leasing Option	\$406.73 / mo. for 12 months.
	\$213.28 / mo. for 24 months.
	\$148.99 / mo. for 36 months.
	\$117.04 / mo. for 48 months.
	\$97.96 / mo. for 60 months.

Sales tax calculation is estimated and subject to change. Terms Definition: ♦ Unless agreed upon otherwise; Net 30 terms, cash in the GHA bank 30 days from the date of shipment. Lease payment calculations are estimated and may include sales tax in the payment amount. You can obtain an accurate lease quote from our leasing company. Rates are subject to change without notice.

GHA is an authorized and leading supplier for Microsoft, HP, Apple, Dell, Lenovo, VMWare, IBM and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier.

-The prices quoted may change due to market conditions beyond our control.

-GHA cannot be responsible for manufacturer availability or delays.

-No verbal quotations or promises can be honored unless set forth herein. ♦

-Due to many people working from home, GHA will not be responsible for the boxes if lost or stolen ♦ after the delivery has been made, and if they are ♦ lost or stolen, you still agree to pay your ♦ GHA ♦ invoice. Signature will be required on all shipments.

-Handling Fees: Handling fees charged on shipments are in addition to the freight and insurance charges and vary.

-Returns Policy: Cloud Service Provider CSP orders for Microsoft require at least 30 days of cancellation notice from Buyer. Buyer agrees to pay for any cloud subscription usage incurred. For all other CSP s, GHA will pass through and honor the cancellation policy as stated in the original contract whether 30, 60 or 90 days of cancellation notice is required. Custom computers and technology orders are non-cancellable and non-returnable. No return will be accepted after 30 days from the invoice date. Goods accepted for credit upon return will be subject to handling/restocking charge, which shall be not less than 15% of the price of Goods. Custom-made Goods are not subject to cancellation or return under any circumstances. In no case are Goods to be returned without first obtaining Seller's written permission. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Buyer being solely responsible for paying all return freight expenses and keeping the GHA invoice current within 30 days from the date of shipment regardless of the reason for a return. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after date of issuance. GHA Technologies makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to the goods described hereon. Professional Service Organizations are separate companies from GHA. GHA is not responsible for their workmanship and there is no right to offset payment. ♦

-International shipments/returns: Customer is responsible to pay all VAT, duties, customs charges, freight forwarding services, storage, handling, foreign exchange rates/fees, miscellaneous fees from any country, expedited or return freight expenses. Customer shall be liable; GHA is NOT responsible. GHA is not responsible for any return shipment expenses.

Material	\$0.00
Equipment	\$0.00
Labor	\$0.00
M+E+L -- Subtotal	\$0.00
10% Overhead	\$0.00
(M+E+L)*10 % OH -- Subtotal	\$0.00
Subcontract Costs	\$12,900.00
((M+E+L)*10% OH) + Subcontract Costs -- Subtotal	\$12,900.00
5% PROFIT	\$645.00
(((M+E+L)*10% OH)*5% Profit) -- Total	\$13,545.00
Bond	2%
Total Cost	\$13,815.90

Quotation



1030 Cornelia Street
 Nashville, Tennessee 37217
 Telephone: (615) 361-8788
 FAX: (615) 366-6366
 mitch@evansglasscompany.com

Job: **Reeves Rogers Elem** – 1807 Greenland Dr.
 Location: Murfreesboro, TN
 Architect: None
 Addendum:
 Plans Dated: None Specs. Dated: None

June 3, 2025

Murfreesboro City Schools
 Attention: Larry Willeford

We propose to furnish and install including applicable taxes the above project as follows:

We include series 14000 non-thermal 2" x 4 ½" center set at exterior storefront by Tubelite per attached drawing. Finish of exposed aluminum to be standard class I dark bronze anodized. We include 1" insulating bronze over solarban60 #3 glass or equivalent (tempered where required by codes) at exterior storefront. Demolition of existing windows are included.
 No other glass or mirror is included.

Hall 1 for the sum of **twelve thousand seven hundred sixty dollars (\$12,760.00).**

Hall for the sum of ~~eleven thousand eight hundred ninety dollars (\$11,890.00).~~

Arts for the sum of **twelve thousand nine hundred dollars (\$12,900.00).**

Only the items listed within this proposal are included. Any omission or contradiction will result in a change to the price. All work will be done during EGC's normal working hours. **No after hours work is included.** **No protection of our work is included. No cleaning is included. Any damage to our work by others will be repaired at an additional expense.

Because of the volatility in the aluminum market, this price may change at any time.

The following must be included in the contract:

- 1) **Evans Glass Company reserves the right to update the price of this proposal at the time a contract is issued and, also, at the time the shop drawings are approved.**

This proposal is subject to all conditions noted in following pages. We hope this proposal will merit your placing with us this business, which will have our best attention in pursuing the work to completion to your entire satisfaction and pleasure. EVANS GLASS COMPANY.

ACCEPTED: _____ 20__ Firm: _____ By: _____

By: *Mitchell S. Frederick*

Johnson + Bailey Architects P. C.



City Center
100 East Vine Street
Murfreesboro, Tennessee 37130
615 890 4560 - Fax 615 890 4564

Field Report No. 40

Administration Addition at
Reeves Rogers Elementary School
Murfreesboro, Tennessee
J+B No. 2204

Date: May 29, 2025	Time: 2:00 P.M.	Temp: 70's	J+B No. 2204 Change Order No. 2 Attachment EE Page 1 of 1
Present:	Kyle Norwood (KN) Mark Armstrong (MA) Johnnie Leonard (JL) Lyle Lynch (LL)	Romach, Inc. Romach, Inc. Huddleston Steele Engineering (via telephone) Johnson+Bailey Architects	

Work in Progress: Preparations for demolition at new bus canopy area.

- MA advised that demolition of the existing Gymnasium canopy and concrete walk will begin tomorrow morning.
- An existing water line extending into the Gymnasium is located where a new spread concrete column footing is to be located. This water line is to be rerouted around the new footing location.
- MA questioned some of the concrete walk elevations indicated on Grading & Drainage Plan on Drawing C3.0. These elevations were discussed by telephone with the Civil Engineer. Huddleston Steele Engineering agreed to provide a drawing with revised spot elevations to the Architect on Monday (6-2-25).

Field Report by:

R. Lyle Lynch

Distribution:	Scott Elliott	Kyle Norwood
	James Hill	Mark Armstrong
	Don Barch	Ben Hunter
	Larry Willeford	Robert Albritton
	Brandon Richardson	Chris Croft
	Natalie Hardiman	Trent Latta
	Nathan Morgan	Johnnie Leonard

J+B No. 2204
Change Order No. 2
Attachment FF
Page 1 of 1

J+B No. 2204
Change Order No. 2
Attachment GG
Page 1 of 1



PROPOSAL: #A3151

SUBMITTED TO: Kyle Norwood
Romach Inc
170 Reynolds Rd
Franklin, TN 37064

SUBMITTED BY: VP Mechanical of TN , LLC
100 L. Fisher Road
Shelbyville, TN 37160

DATE: June 10th, 2025

PROJECT: Piping Under Canopy CO

We hereby propose to provide the material, labor, and equipment necessary to install the;

- Reroute Copper Waterline under the canopy

\$1,000

Excludes: Everything not included above, water heater

Price good for 30 days.

Respectfully Submitted By
Austin Seibers
Project Manager
931-684-2006 Phone
931-580-3220

J+B No. 2204
Change Order No. 2
Attachment HH
Page 1 of 1

Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564



PROPOSAL REQUEST

PROJECT: Administration Addition at
Reeves Rogers Elementary School
Murfreesboro City Schools

PROPOSAL REQUEST NO: 13

DATE: June 23, 2025

CONTRACTOR: Romach, Inc.
170 Reynolds Drive
Franklin, TN 37064

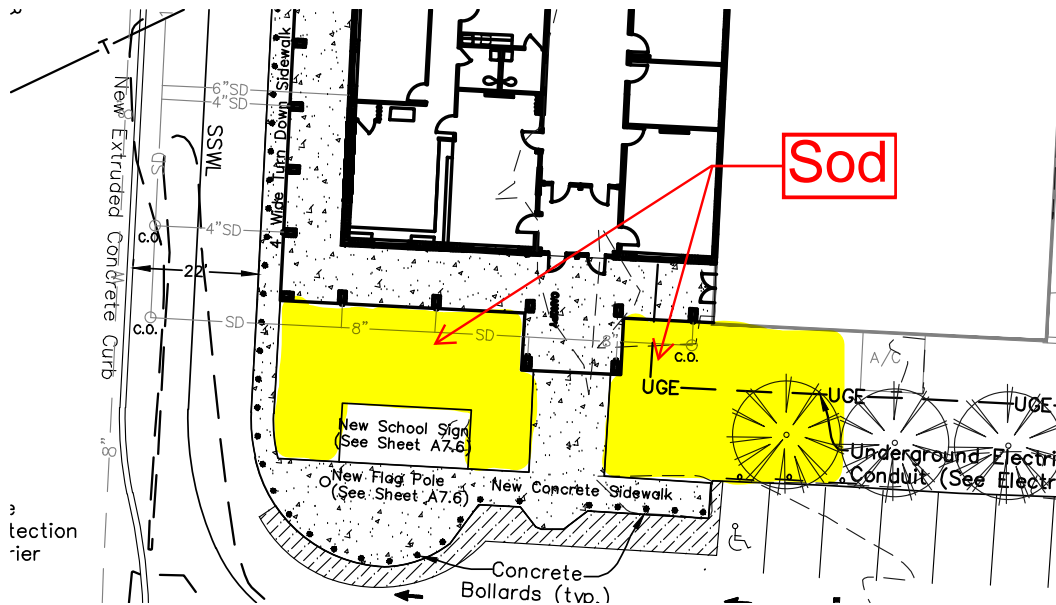
ARCHITECT'S PROJECT NO: 2204

CONTRACT DATED: July 11, 2024

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

ITEM 1: Install sod at area highlighted on the site plan below. Remaining areas where existing soil has been disturbed are to remain seed and straw.



BY:

R. Lyle Lynch, Architect

DISTRIBUTION: Scott Elliott
Don Bartch
Brandon Richardson
Nathan Morgan
Mark Armstrong
Robert Albritton
Trent Latta

James Hill
Larry Willeford
Johnnie Leonard
Kyle Norwood
Ben Hunter
Chris Croft

[illegible]

J+B No. 2204
Change Order No. 2
Attachment KK
Page 1 of 1

Kyle Norwood

From: Herb Crommett <hcrommett@forrestlandscape.com>
Sent: Tuesday, June 24, 2025 11:50 AM
To: Kyle Norwood; Mickey Douglas; Zach Dilts
Subject: RE: Administration Addition at Reeves Rogers Elementary School J+B No. 2204

Kyle, 240 yds of Bermuda sod @ 8.00 = \$ 1920.00 ADD to our contract. Please issue us a change order in that amount for this phase of the work.

Sod is scheduled for Thursday morning, 26 June 2025. We plan on planting 5 Kousa Dogwoods as well. Let me know if you have any questions.

Herb Crommett

Forrest Landscape & Irrigation, Inc.

Mobile 615 394 3133

From: Kyle Norwood <knorwood@romachconst.com>
Sent: Monday, June 23, 2025 2:53 PM
To: Herb Crommett <hcrommett@forrestlandscape.com>; Zach Dilts <zdilts@forrestlandscape.com>
Subject: FW: Administration Addition at Reeves Rogers Elementary School J+B No. 2204

See attached area where they want sod added highlighted in yellow. If you don't mind give me a price to sod this area as well as a price to put down seed and straw. Also I have attached some pictures below. If you have any questions just let me know.

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Mandatory Referral for Abandonment of a Sanitary Sewer Easement East of Florence Road

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Consider request to allow abandonment of a portion of a sanitary sewer easement east of Florence Road in the Masonbrooke development.

Staff Recommendation

Approve the mandatory referral request.

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

The Murfreesboro Water Resources Board voted to approve this request at its June 24, 2025 regular meeting.

Background Information

In this mandatory referral [2025-708], Council is being asked to consider abandoning a portion of a sanitary sewer easement on property located east of Florence Road in the Masonbrooke development. Masonbrooke is currently under construction and consists of 49 single-family residential lots and two commercial lots. Castlerock Communities, the developer of Masonbrooke, has requested the abandonment of a segment of a sanitary sewer easement located on the development tract. The sanitary sewer easement in question, which was dedicated by deed, conflicts with several of the proposed lots in the subdivision. As a function of the subdivision development, the developer is relocating the associated sanitary sewer line within the easement to the proposed public right-of-way instead. As a result, the requested segment of sanitary sewer easement will no longer be needed.

The Water Resources Department (MWRD) has reviewed the request to abandon and relocate the easement and concurs with it. In addition, the Water Resources Board approved this abandonment request at its June 24th regular meeting.

The Planning Staff and the Planning Commission recommend City Council's approval of this request subject to the following conditions:

1. If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal

descriptions) for the Legal Department to prepare legal instrument(s) to formally abandon the easement in question.

2. The legal instrument(s) will be subject to the final review and approval of the Legal Department.
3. The applicant will also be responsible for recording the 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 or abandoning an existing easement, so that the property owners can more fully enjoy and utilize their property.

Improve Economic Development

The abandonment of this easement will help to facilitate the development of the Masonbrooke Subdivision.

Expand Infrastructure

The Masonbrooke Subdivision includes the dedication of right-of-way for and the construction of a segment of the I-840/Northwest Broad Street/I-24 connector road, and approval of the requested easement abandonment will help facilitate the completion of this important roadway improvement.

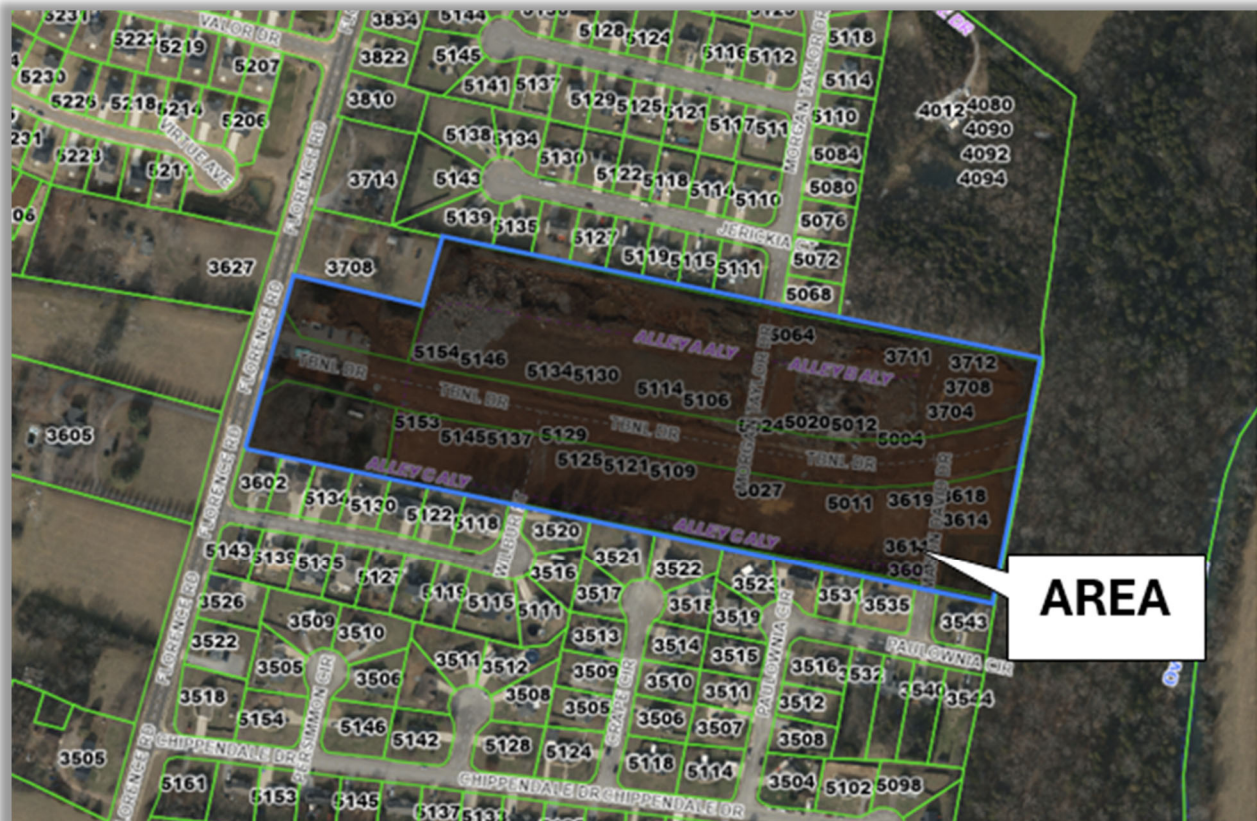
Attachments:

1. Staff comments from 07/09/2025 Planning Commission meeting
2. Letter and exhibits from applicant
3. MWRD Staff comments from 06/24/2025 Water Resources Board meeting

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 9, 2025
PROJECT PLANNER: MATTHEW BLOMELEY**

7.a. Mandatory Referral [2025-708] for the abandonment of a sanitary sewer easement east of Florence Road, Castlerock Communities applicant.

The Masonbrooke Subdivision is currently under construction along the east side of Florence Road and consists of 49 single-family residential lots and two commercial lots. (See vicinity map below.) Castlerock Communities, the developer of the proposed Masonbrooke Subdivision, has requested the abandonment of a segment of a sanitary sewer easement located on the development tract.



The sanitary sewer easement in question was dedicated by deed. The requested segment of easement and the sanitary sewer line it contains conflict with several of the proposed lots in the subdivision. As a function of the subdivision development, the developer is relocating the sanitary sewer line within the

easement to the proposed public right-of-way instead. As a result, the requested segment of sanitary sewer easement will no longer be needed.

The Water Resources Department (MWRD) has reviewed the request to abandon and relocate the easement and concurs with it. In addition, the Water Resources Board approved this abandonment request at its June 24th regular meeting.

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

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



City of Murfreesboro
Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel: **Tax Map 71, Parcel 15**

Address (if applicable): **3616 Florence Road**

Street Name (if abandonment of ROW):

Type of Mandatory Referral: **Sewer Easement**

Applicant Information:

Name of Applicant: **Patrick Carey**

Company Name (if applicable): **Castlerock Communities**

Street Address or PO Box: **381 Riverside Drive, Ste. 300**

City: **Franklin**

State: **Tn**

Zip Code: **37064**

Email Address: [REDACTED]

Phone Number: **615-580-8680**

*\$ 150.00 with 150
2025-708*

Required Attachments:

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

Patrick Carey
Applicant Signature

06/19/2025

Date

Mandatory Referral – Sanitary Sewer Easement

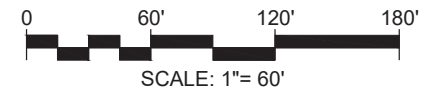
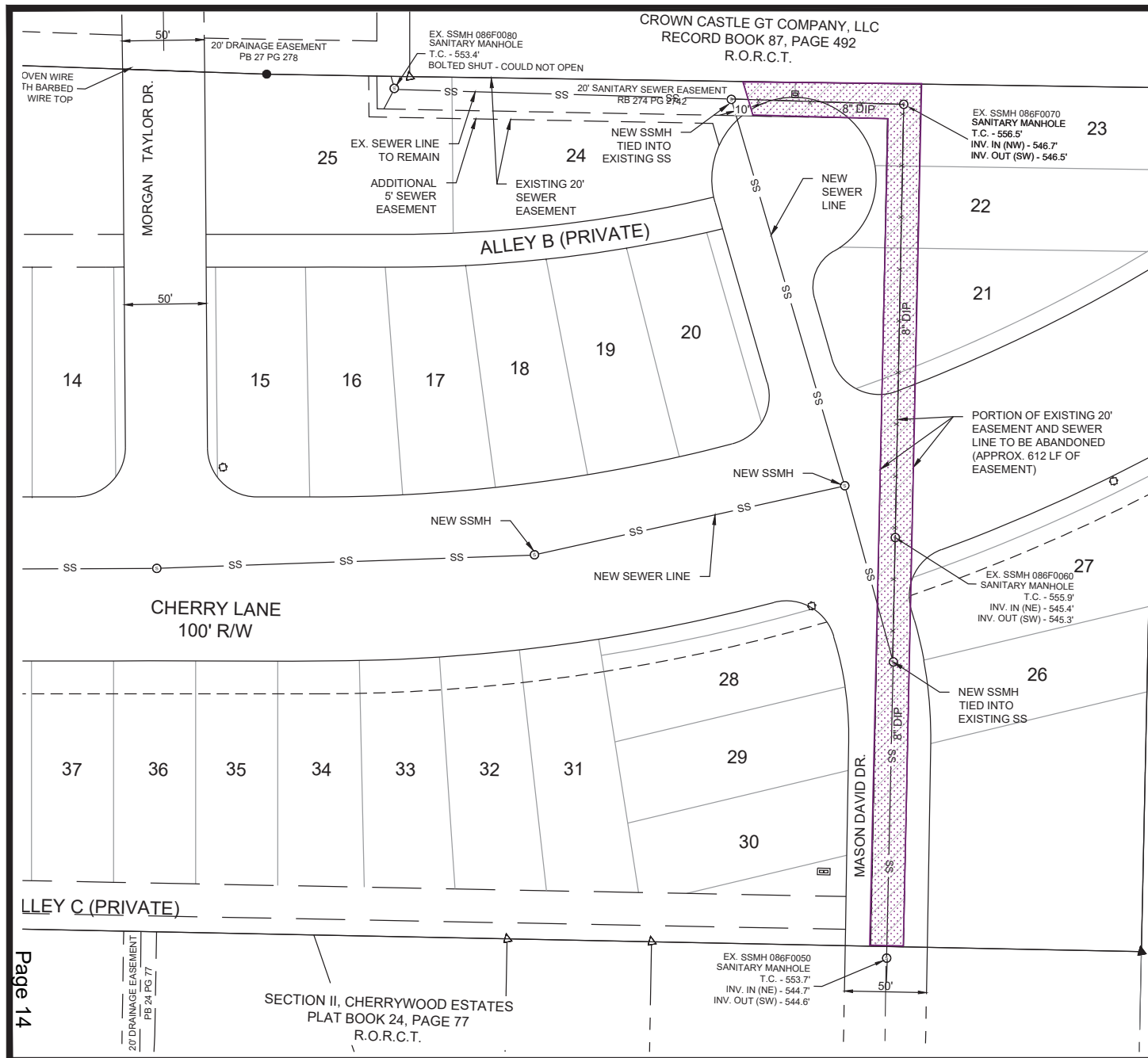
City of Murfreesboro

June 19, 2025

This is a request for abandonment of approximately 612 lf of an existing 20' sanitary sewer easement centered on an existing sanitary sewer line located at 3616 Florence Road (Parcel 15, Tax Map 71) within the City of Murfreesboro, as shown on attached exhibit.

The portion of the easement to be abandoned begins at the southern property line of said parcel where the existing right of way of Mason David Drive ends, just north of existing sanitary sewer manhole (SSMH) 086F0050. Continuing along the existing sanitary sewer line, through ex SSMH 086F0060 to ex. SSMH 086F007. At this point, along the northern property line of said property and running in a westerly direction to where the easement intersects the right of western right of way of Mason David Drive. Said abandoned easement area is approximately 11,965 square feet.

There is a new sewer line running in the right of ways of Cherry Lane and Mason David Drive that eliminates the need for this easement in this area. To keep the sewer line within the right of way has created a need for relocation and abandonment of sewer easement outside of the new right of ways.



PREPARED BY:
CIA CIVIL INFRASTRUCTURE ASSOCIATES
307 Hickerson Drive
Murfreesboro, TN 37129
Tel: 615-663-7678
www.cia-engineers.com

**MANDATORY REFERRAL EXHIBIT
SEWER EASEMENT
Masonbrooke
Subdivision
TAX MAP 71, PARCEL 15
FLORENCE ROAD
MURFREESBORO, TENNESSEE
PROJECT NO. 2021-005**

DATE: 19 JUNE 2025 SCALE 1"=60'

WATER RESOURCES BOARD COMMUNICATION

Meeting Date: 06/24/2025

Item Title: Sewer Easement Abandonment–Masonbrooke Subdivision

Department: Engineering

Presented by: Valerie Smith

Requested Action:

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

Summary

The developer requests for a portion of the existing sewer easement to be abandoned that will no longer be needed once the sewer main is relocated. Some of the easement will be taken with new roadway dedication.

Staff Recommendation

Approval of abandoning the purple highlighted portion of the existing sewer easement.

Background Information

CIA, on behalf of the Developer is requesting the abandonment of the existing sanitary sewer easement as shown on the attached exhibit highlighted in purple. With the Masonbrooke Subdivision project, the sewer main will be relocated from the original alignment so it is within the roadway and removed from proposed lots.

The existing highlighted easement is no longer needed; therefore, staff is comfortable with the abandonment. This request will also be taken to Planning Commission as a mandatory referral upon Board approval.

Fiscal Impact

None. The existing easement was purchased by a developer and the new permanent easement, for the relocated sewer, will be dedicated by plat.

Attachments

Easement Abandonment Exhibit

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Ordinance 25-O-26, Amend City Code, Chapter 4, Alcoholic Beverages (2nd and Final Reading)

Department: Finance

Presented by: Erin Tucker, City Recorder

Requested Council Action:

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

Summary

Amendment to the City Code Chapter 4, Alcoholic Beverages

Staff Recommendation

Approve Ordinance 25-O-26 on second reading, amending the City Code Chapter 4, Alcoholic Beverages.

Background Information

At the April 10, 2025 Council meeting, City Council approved Ordinance 23-O-30, amending Murfreesboro City Code Chapter 4, Alcoholic Beverages, regarding certificates of compliance, deadlines for certificate holders and privilege tax.

Section 4-8(D) of the City Code indicates that certificates of compliance will expire on June 30, 2025 if the certificate was issued before November 1, 2024 but the certificate holder has not applied for a license with the State of Tennessee's Alcoholic Beverage Commission (ABC) by June 30, 2025.

Staff recommends modifying the June 30, 2025 deadline to June 30, 2026, which will provide ample time to certificate holders to apply for a license with the State's Alcoholic Beverage Commission.

Council Priorities Served

Maintain Public Safety

The City's role in enforcing regulations regarding alcohol sales and consumption and consistency with Tennessee State law are supported with the City Code.

Fiscal Impact

No significant fiscal impact is anticipated.

Attachments

Ordinance 25-O-26

ORDINANCE 25-O-26 amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, Section 4-8, regarding retail liquor certificate of compliance term expiration.

WHEREAS, Ordinance 23-O-30 passed first reading on October 17, 2024 and second and final reading on April 10, 2025 with an effective date of April 25, 2025; and,

WHEREAS, City Council and staff want to provide notice to all certificate holders with adequate time to respond and suggest extending the validity of retail liquor certificates of compliance issued prior to November 1, 2024 to June 30, 2026; and,

WHEREAS, City Council finds that these recommendations are consistent with State law and the reasonable regulation of lawful economic activity.

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

SECTION 1. Section 4-8, Retail liquor certificate of compliance; term, expiration, continuing validity, of the Murfreesboro City Code is amended at subsection (D) by amending “June 30, 2025” to read “June 30, 2026.”

SECTION 2. That this Ordinance shall take effect on June 30, 2025, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Rezoning property along Old Lascassas Road
[First Reading]

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 14.81 acres located along the east side of Old Lascassas Road, east of its intersection with Hazelwood Street.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request on May 7, 2025.

Background Information

Patterson Company, LLC presented to the City a zoning application [2025-406] for approximately 14.81 acres located along Old Lascassas Road to be rezoned from RS-12 (Single-Family Residential District 12; 12 acres) and RS-10 (Single-Family Residential District 10; 2.81 acres) to PCD (Planned Commercial District). During its regular meeting on May 7, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On June 26, 2025, Council held a public hearing and voted to defer action because only four Council members were present.

Council Priorities Served

Improve Economic Development

The PCD zoning will enable the development of a self-service storage facility, potentially creating employment opportunities for the community and tax revenue for the City.

Establish Strong City Brand

The proposed development includes physical improvements to the Geographic Center of Murfreesboro monument, an iconic local landmark.

Attachments:

1. Ordinance 25-OZ-21
2. Maps of the area
3. Planning Commission staff comments from the 05/07/2025 meeting
4. Planning Commission minutes for the 05/07/2025 meeting
5. Lascassas Storage PCD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 7, 2025
PROJECT PLANNER: HOLLY SMYTH**

- 6.a. Zoning application [2025-406] for approximately 14.81 acres located along Old Lascassas Road to be rezoned from RS-15 (12 acres) and RS-10 (2.81 acres) to PCD (Lascassas Storage PCD), Patterson Company, LLC applicant.**

The subject property is a 14.81-acre portion of an existing 19.02-acre parcel known as Tax Map 090, Parcel 014.00 (aka 1402 Old Lascassas Road). The 14.81-acre area is anticipated to be subdivided into a 0.13-acre site for the existing Geographic Center of Tennessee monument and a 14.68-acre self-storage facility site. The proposed zone change involves 12 acres of the subject property that is zoned RS-15 and 2.81 acres zoned RS-10. The remaining 4.21 acres of the subject parcel, where the existing house with a stone-wall perimeter is located, will remain zoned RS-15 and located on a separate lot of record. Page 3 of the program book provides a visual of these described areas.

Neighborhood Meeting

The initial neighborhood meeting took place on December 3, 2024 at the East Main Church of Christ Annex Building at 300 East Main Street. Notification was provided to a 500' radius from the project boundaries by the applicant. Approximately 15 persons attended. The largest concerns were regarding adequate buffering distances and landscape and light pollution. The original plan presented by the applicant at this meeting is different from the plan currently before the Planning Commission. Because the plan presented at the neighborhood meeting included more structures and less open area for boat and RV parking, Staff and the applicant will be holding a second neighborhood meeting before the public hearing. **This second neighborhood meeting has been scheduled for Monday, May 5th at 5:30 PM at Fire Station #8 located at 1730 East Northfield Boulevard.** Staff will provide an update regarding this neighborhood meeting at the Planning Commission meeting.

Adjacent Zoning and Land Uses

The surrounding area consists of a mixture of zoning types and land uses. The land to the north and east is zoned PRD (Planned Residential District). The land to the south and west is zoned RM-12, RM-16 (Multi-Family Residential District), and RS-15 (Single-Family Residential District), as shown on page 03 of the program book.

The surrounding land uses include single-family detached homes to the north, east, and one-third of the southern boundary. Condominiums and duplexes are located along half of the western boundary across Old Lascassas Road and one-third of the southern boundary. Apartments are located along one-third of the southern boundary near Old Lascassas Road and the Hazelwood Street intersection.

Proposed PCD

The program book and conceptual site plan on page 08 of the program book have been updated since the Planning Commission's last meeting of April 16, 2025, per the direction given at that meeting by the Planning Commission. The program book modifications include:

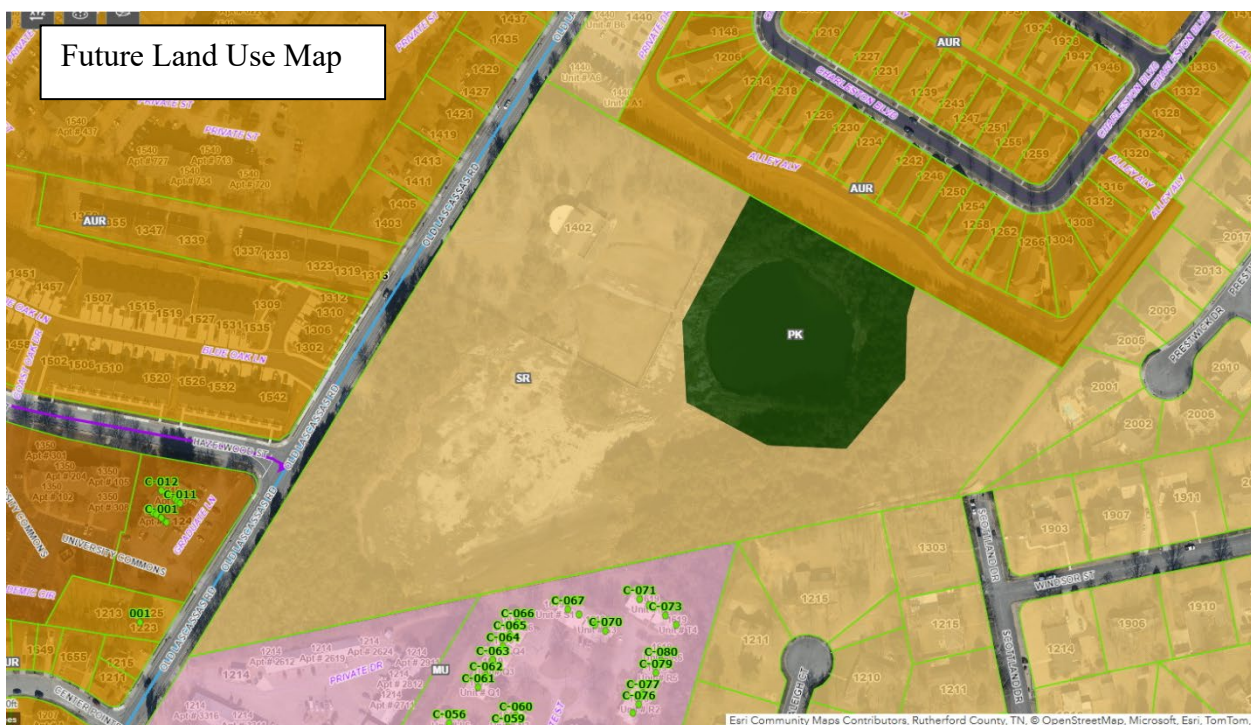
- Increasing the southerly boundary setback from 25' to 30' across entire property line.
- Additional landscape island near entrance viewshed to help block view of vehicle parking.
- A new tree preservation diagram on page 27 to clarify the areas that are not intended to be disturbed.
- Added enclosure over parking structure over the easternmost parking area to provide better screening.
- Phasing Plan lines modified on page 10 to extend Phase 1 landscape buffer further to the east, move the Phase 1 wooded area that is located to the south of the 3-story building to be a part of phase 3, clarify the area south of the 3-story building will be preserved and updated the statistics table.
- Updated 1-story building architecture for the enclosed and covered vehicles to a) change the metal sections above 6' brick water table to hardi panels, b) add brick columns at corners of building, c) lightened the color of the structure, d) updated southerly building to be almost identical to the one facing the right-of-way, e) modified the roof slope to be 5%, brick material ranges from 23% low along the enclosed storage unit interior to 56% high facing Old Lascassas Road.
- Updated 3-story building architecture a) to include more glazing that ranges from 7% to 59% per façade, b) add sizeable cornice on tower portion of building, c) brought brick columns into the 1st floor section in the tower, and d) changed the color of the hardie panels to all be light grey where used.
- Updated the caretaker / office building to remove the roll up doors facing Old Lascassas.
- Added language on page 31 that "final design shall be further developed during site plan review so that additional design improvements can be more fully evaluated and make the area more functional.
- Removed an exception that would have allowed corrugated metal to be used.
- Added an exception to clearly "allow outdoor storage of Rv's, trailers, cars, and boats in Phases 1 and 2 that exceeds 50% of all units in each phase", with the 550 enclosed storage unit building construction tied to Phase 3.

The updated architectural drawings are attached behind the program book due to timing limitations.

Modified Exceptions are shown in the updated Program Book page 33 based on the existing RS-15 Zoning and the comparative zone of CF in regards to development standards of setbacks, building height, land use intensity ratios, allowed uses, and the proposed PCD zone. The exceptions for the PCD being requested are as follows:

1. Requesting an exception to Chart 1 End Note 16(e) to allow for self-service storage within 0 feet of an intersection of two collector streets.
2. Requesting an exception to the required setbacks along the shared property lines of the monument parcel to be 17' rear setback to monument parcel line and 20' front setback to storage building behind monument parcel.
3. Requesting an exception to the requirement for formal open space be recognized at the preserved monument space (5,663 SF) in lieu of the required 19,166 SF on site with site improvements determined at site plan review.
4. Requesting an exception to the tree island requirements in the parking storage areas. Trees typically required for these islands will be planted in alternate locations on site.
5. Requesting an exception to the Architectural Design Guidelines to allow the buildings to have less than 35% window or void area on building's facade surface area.
6. Allow outdoor storage of RV's, trailers, cars, and boats in Phases 1 and 2 that exceeds 50% of all units in each phase.

Future Land Use Map



The future land use map (FLUM) contained in the *Murfreesboro 2035 Comprehensive Plan*, designates the subject site as Suburban Residential (SR) and Park/Open Space (PK) as shown on the map below. The SR character generally anticipates detached residential dwellings with larger front yards with increased front setbacks with densities ranging from 1 to 4 dwelling units per acre. Suggested compatible zoning districts include RS-15, RS-12, RS-10, PRD and potentially public institutional land uses. The PK category anticipates public parks and open space, trails, recreation areas, floodway and public cemeteries. Compatible zoning districts are Park or other zoning districts as evaluated on a case-by-case basis.

The proposed pond portion of the PCD is generally consistent with the pit/pond area remaining in place with the project. PCD zoning is not consistent with the Future Land Use Map (FLUM) SR designation as described above. However, the transition policies may address this type of situation, and this may be an instance where it would be consistent using our transition policies given the adjacent Mixed Use (MU) designation to the south. This is an area where the Planning Commission needs to further discuss if deviation from the FLUM is appropriate or if it believes that the proposed zoning request would be in conformance with the transition policies.

Department Recommendation

In concept, staff is supportive of this rezoning request for the following reasons:

- 1) The 2035 Murfreesboro Comprehensive Plan indicates that where there are unique geographical or environmental conditions the transition policy may apply. The borrow pit and the large expanse of rock on this property lend itself to the development of the type of use that is proposed.
- 2) Renovation to and long-term upkeep of the Monument site is a benefit to the community.
- 3) The preservation of much of the thick landscape areas and wetlands is beneficial to the site and adjacent community.
- 4) Architectural design will be made compatible with surrounding land uses consistent with the Design Guidelines.

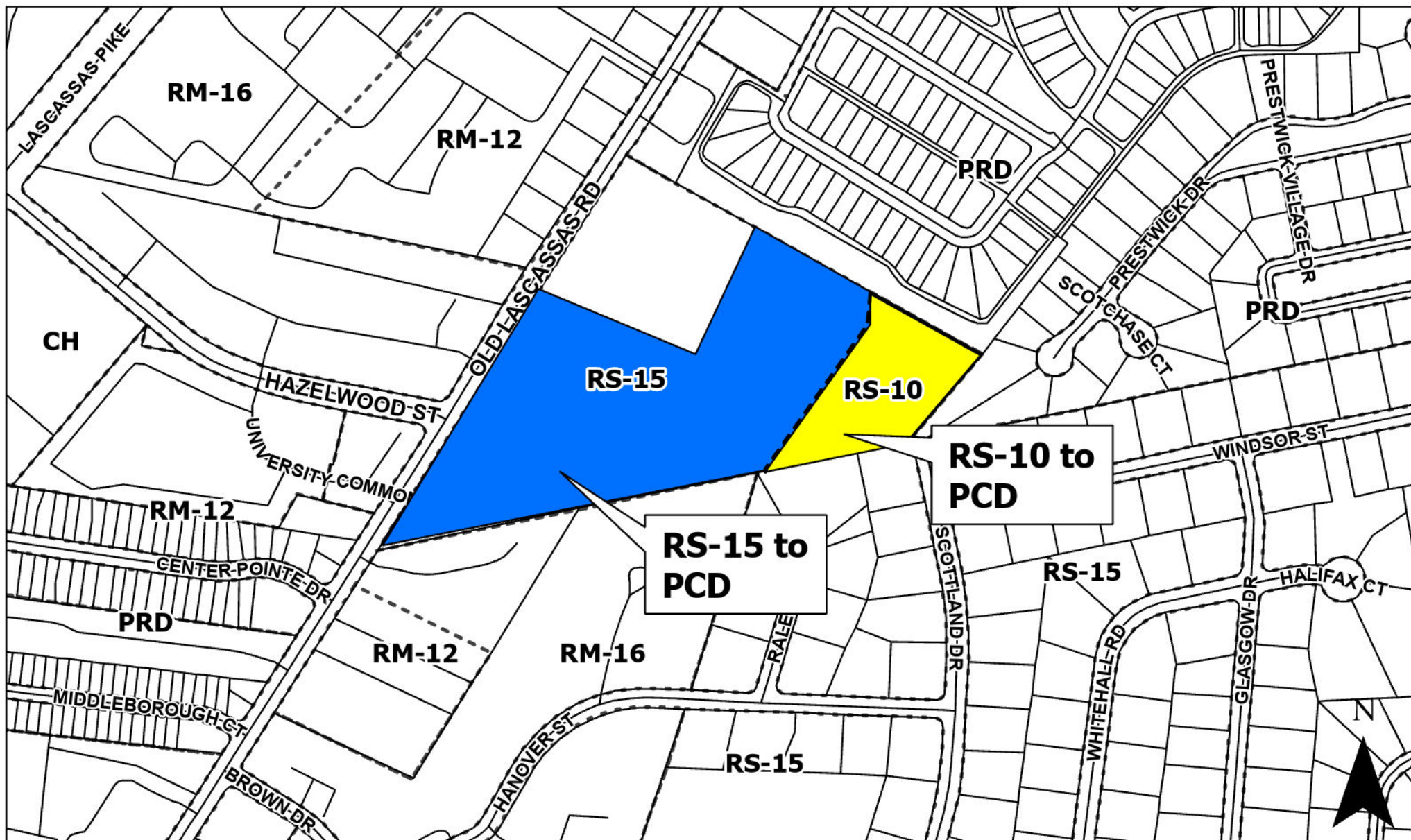
However, staff requests that the Planning Commission discuss any outstanding issues and provide direction to both Staff and the applicant regarding those items.

Action Needed

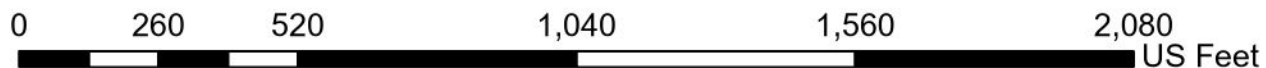
The applicant will make a presentation to the Planning Commission on the proposed zoning request. The Planning Commission should conduct a public hearing and then formulate a recommendation to City Council.

Attachments:

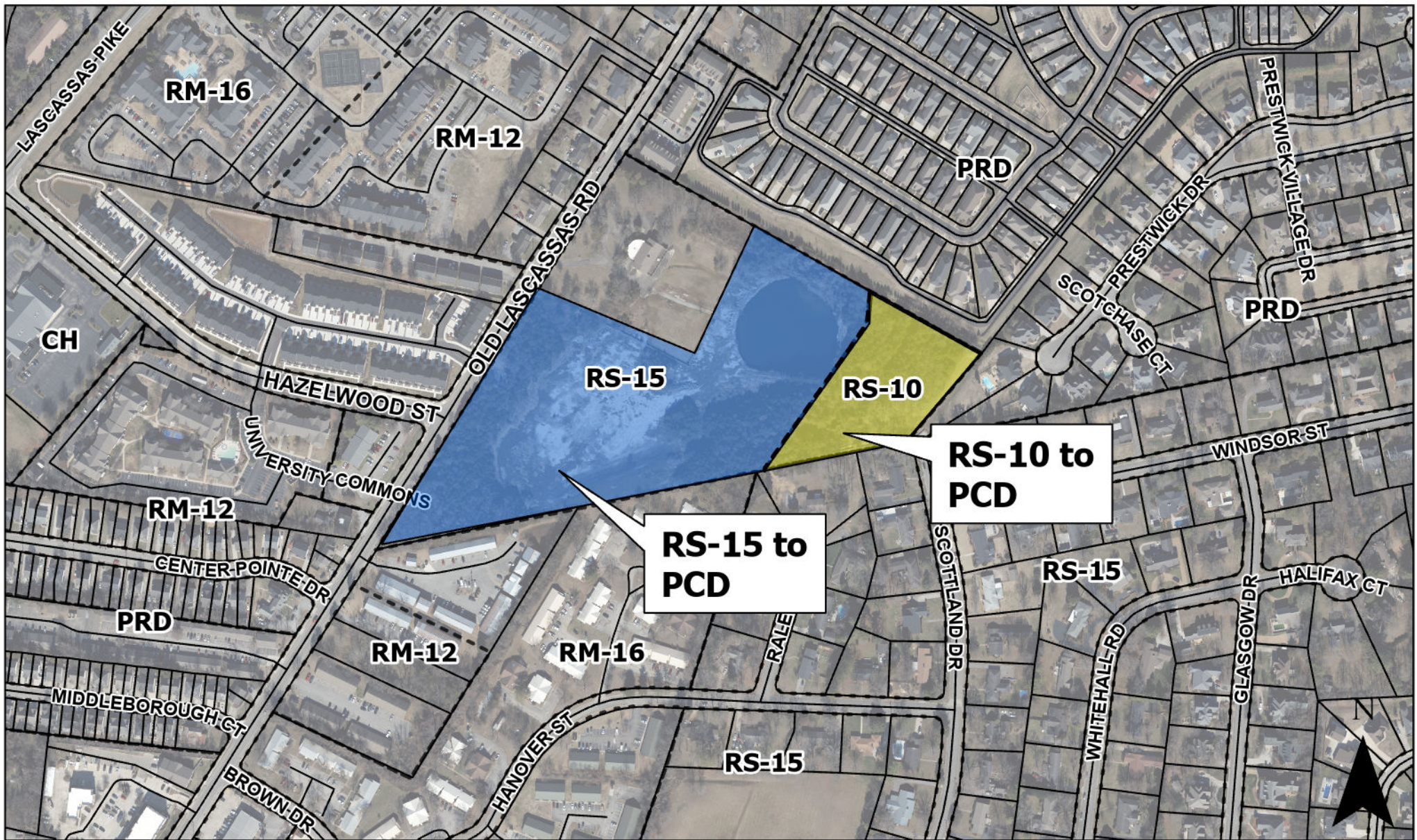
- NoOrtho Map
- Ortho Map
- Updated Program Book
- Updated Architectural Drawings



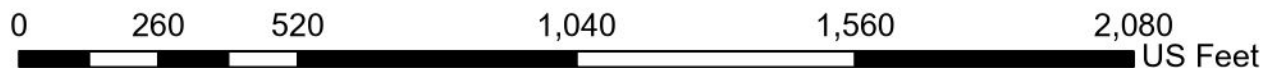
Rezoning Request for property along Old Lascassas Road
from RS-10 & RS-15 to PCD (Lascassas Storage PCD)



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



Rezoning Request for property along Old Lascassas Road
from RS-10 & RS-15 to PCD (Lascassas Storage PCD)



Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
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Creating a better quality of life

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

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: Patterson Company, LLC

Address: 1645 Westgate Circle City/State/Zip: Brentwood, TN 37027

Phone: (615) 812-9844

E-mail address: [REDACTED]

PROPERTY OWNER: John Wallace Cunningham

Street Address or
property description: 1402 Old Lascassas Road

and/or Tax map #: 90 Group: _____ Parcel (s): 14.00

Existing zoning classification: RS-10 & RS-15

Proposed zoning classification: PCD Acreage: 14.81 Acres

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): [Signature]

DATE: 3/12/25

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

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

Amount paid: _____ Receipt #: _____

Revised 7/20/2018

June 18, 2025

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

RE: Lascassas Storage PCD.
PCD Pattern Book Summary Of Changes
SEC Project No. 24428

Dear Holly,

Revisions per Staff and Planning Commission comments have been outlined below.

Summary of Revisions

Development Services – Planning

Holly Smyth - 615.893.6441

Cover Page –

- Updated Submittal Date information

Page 8 –

- Updated Column Organization per staff comments

Page 9 –

- Added text for monument parcel stating, “The proposed parcel containing the monument shall only be allowed that primary use.”

Page 12 –

- Revised side setback label from “3-Story” to “South Side”

Page 13 - 25 –

- Consolidated the additional architecture submitted to the PC into the Plan Book.

Page 31 –

- Revised per staff report to include additional text describing the recording of a City approved legal instrument to ensure long-term maintenance of the monument.

Should you need any clarification concerning the plans or our revisions, please feel free to 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.

SEC, Inc.

LASCASSAS STORAGE

A REQUEST FOR REZONING FROM SINGLE-FAMILY RESIDENTIAL (RS-10 & RS-15) TO PLANNED COMMERCIAL DISTRICT (PCD)

Murfreesboro, Tennessee



SEC, Inc.

SEC Project #24428

Initial Submittal

March 13th, 2025

Resubmitted

April 4th, 2025 for the
April 16th, 2025 Planning Commission Workshop Meeting

Resubmitted

May 2nd, 2025 for the May 7th, 2025
Planning Commission Public Hearing

Resubmitted

June 13th, 2025 for the June 26th, 2025
City Council Public Hearing



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

850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129



Company Name: Patterson Company, LLC
Profession: Builder/Developer
Attn: Jackson Nichols
Phone: (615) 812-9844
Email: jnichols@buypatterson.com
Web: www.buypatterson.com

1645 Westgate Circle,
Brentwood, Tennessee 37027

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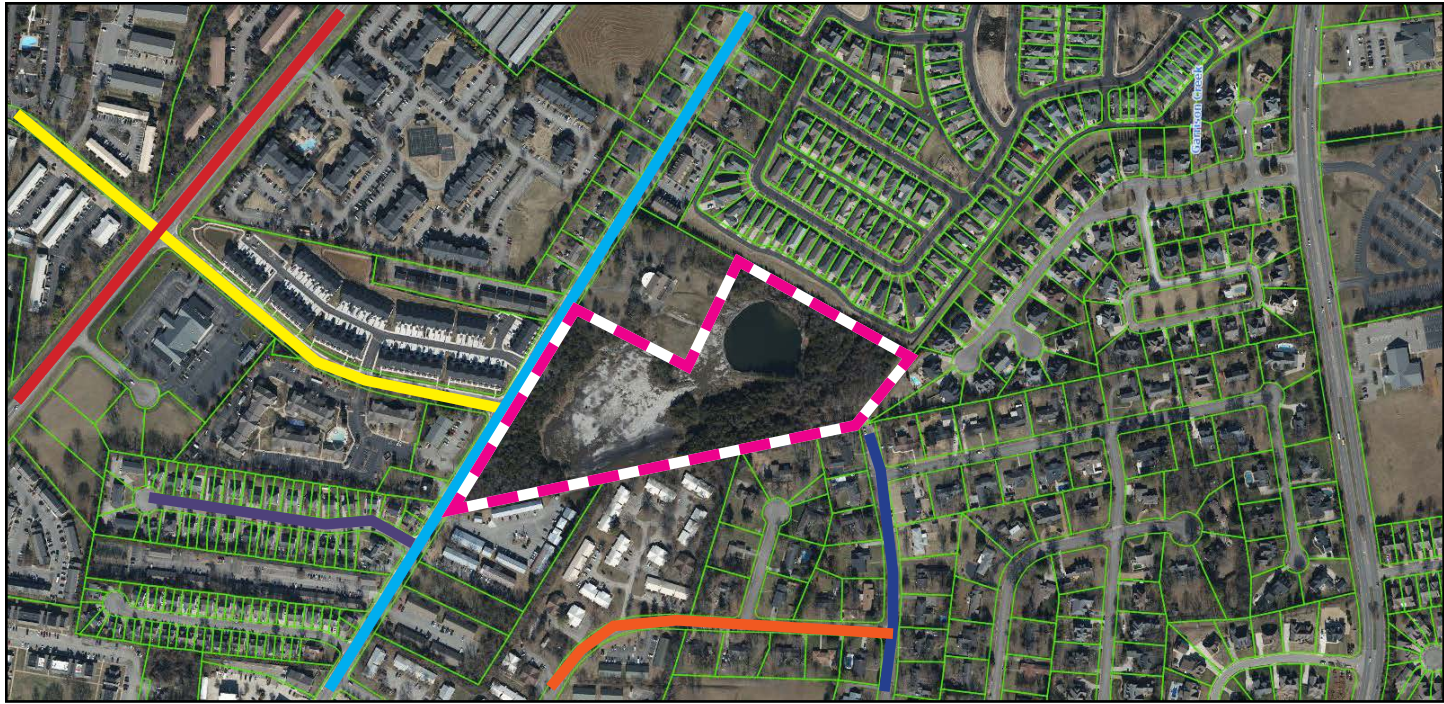
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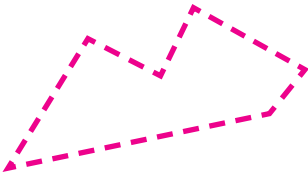
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AERIAL PHOTOGRAPH

Not To Scale

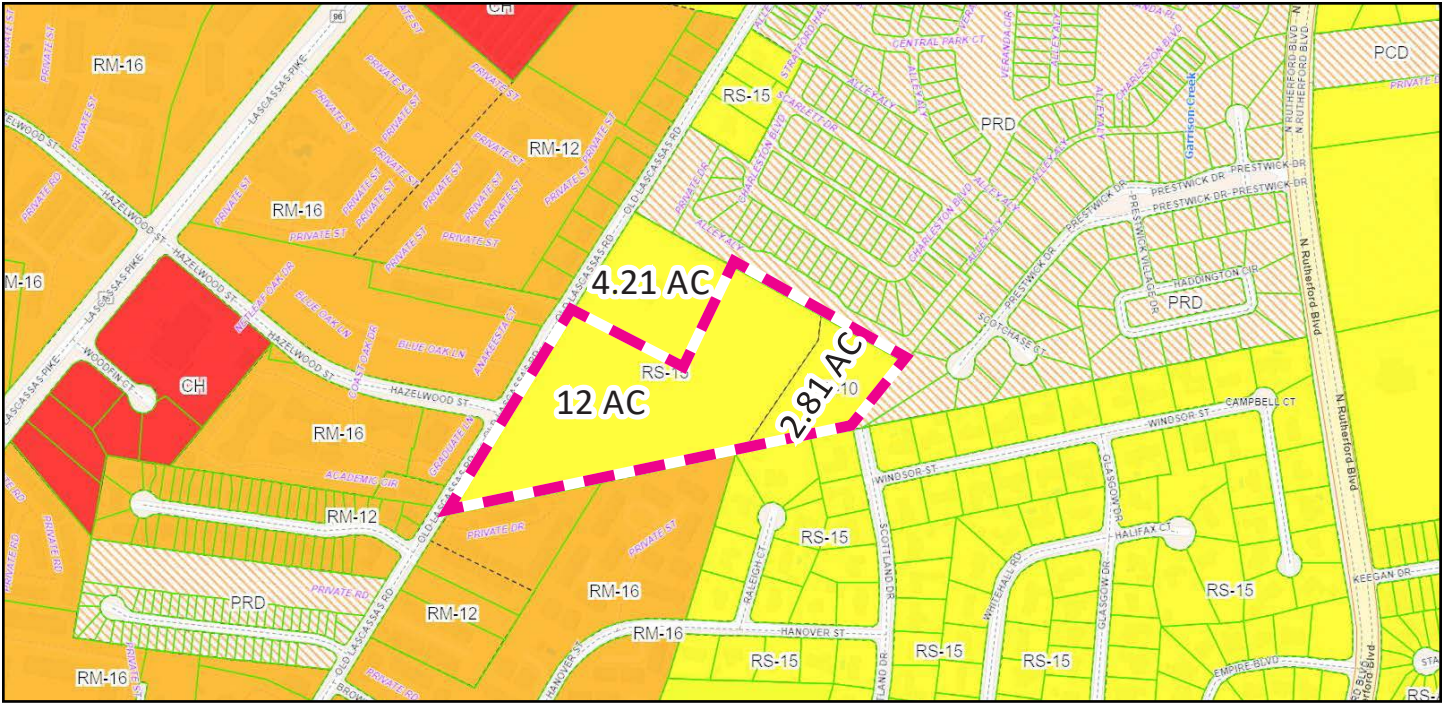
- Old Lascassas Road
- Hazelwood Street
- Lascassas Pike
- Scotland Drive
- Hanover Street
- Center Pointe Drive



Site Boundary

Patterson Company, LLC respectfully requests rezoning of the Cunningham Property at 1402 Old Lascassas Road from Single-Family Residential (RS-10 & RS-15) to Planned Commercial District (PCD) to create Lascassas Storage. The property is located along the eastern side of Old Lascassas Road (designated as a community collector) near the intersection of Hazelwood Street (designated as a commercial collector). The site is identified as Parcel 14.00 of Tax Map 90, and is approximately 19.02 acres. Of this 19.02 acres, approximately 4.21 acres at the northwestern corner of the property along Old Lascassas Road is not included with this rezoning request and shall remain zoned RS-15 for the single family residence. The remaining 14.81 acres of land shall be rezoned to PCD for this development. Of this 14.81 acres, 0.13 acres of land along Old Lascassas Road shall be parceled off to preserve the existing monument marking the geographic center of Tennessee, and shall be maintained by the development. The remaining 14.68 acres of the PCD land shall be utilized as a self-service storage facility.

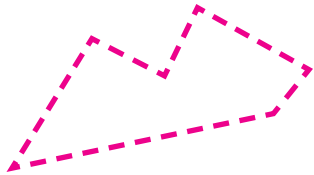
Lascassas Storage will provide self-service storage, RV and boat storage, and climate controlled storage, which caters to a variety of storage needs. Decorative fencing will enhance the entrance at the Old Lascassas Road frontage, while security fencing will secure the remainder of the site. Buildings facing Old Lascassas Road will feature stone or brick facades to ensure a visually appealing streetscape. Efforts will be made to preserve existing perimeter trees, with additional landscape buffers proposed where coverage is sparse and where a lack of proposed buildings will mitigate views into the site. The facility will also preserve the existing monument for Tennessee’s geographical center. This will be accomplished by incorporating bus parking on the storage site and providing a sidewalk for convenient public access to the monument. Security will be a key feature, with a dedicated office/living unit providing additional oversight and access control. Designed with both functionality and aesthetics in mind, this storage facility will integrate seamlessly into the surrounding area, while offering a secure and well-maintained storage solution.



ZONING MAP

Not To Scale

- RS-10 Residential Single-Family (RS-10)
- RS-15 Residential Single-Family (RS-12)
- RM-12 Residential Multi-Family (RM-12)
- RM-16 Residential Multi-Family (RM-16)
- PRD Planned Residential District (PRD)



Site Boundary

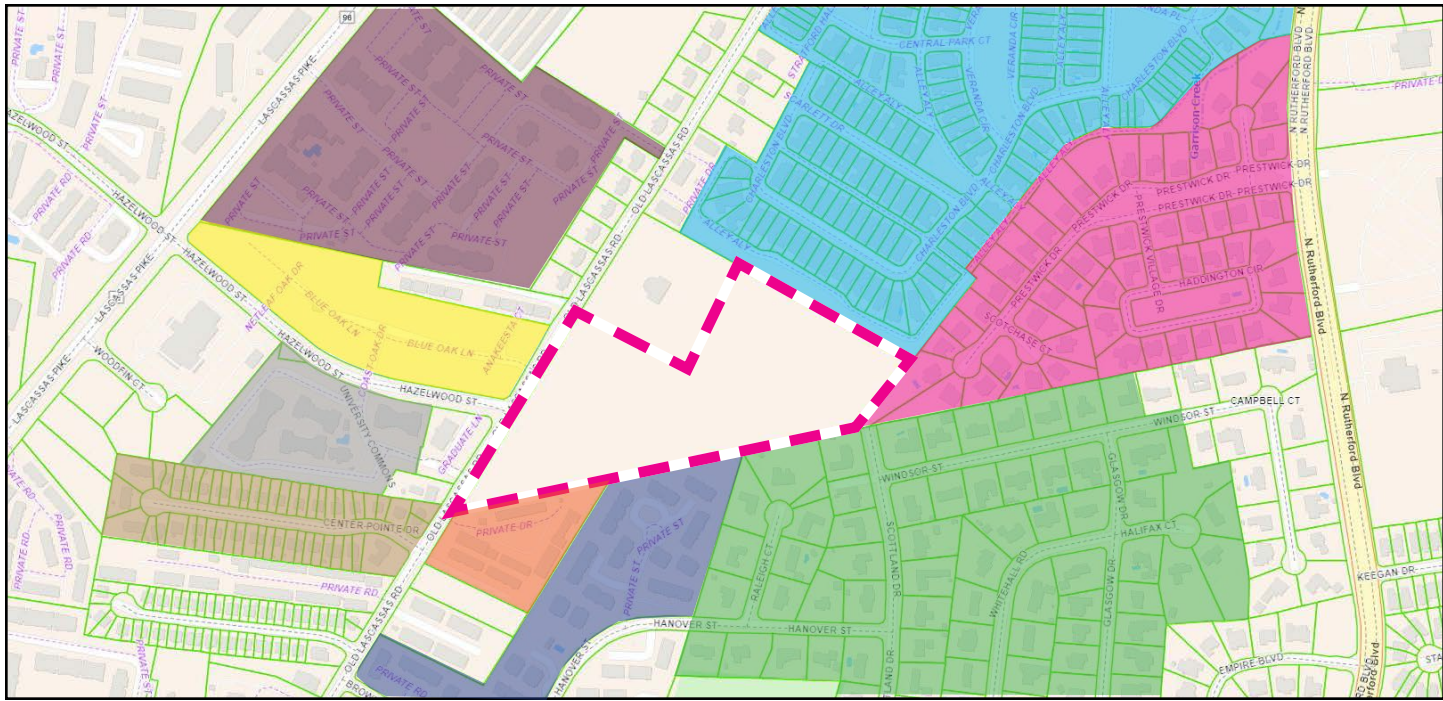
The surrounding area consists of a mixture of zoning types and land uses. The land to the north and east is zoned PRD. The land to the south and west is zoned RM-12, RM-16 and RS-12.



2035 FUTURE LAND USE PLAN

The Murfreesboro Future Land Use Map (FLUM) designates this area as Suburban Residential (SR) and Park/Open Space (PK). The character of the Suburban Residential land-use is a lower density residential. Density for this character type has a maximum of four units per acre. Generally compatible zoning districts include RS-15, RS-12, RS-10, and PRD.

Although the site does not align with the FLUM, the proposed storage facility offers several key benefits that support its consideration. Unlike residential development, which would potentially require extensive blasting due to site conditions, this project eliminates the need for such disruption, preserving the natural landscape. Additionally, the secured facility will help deter ongoing unlawful activity in the area by introducing controlled access, security measures, and regular oversight. This development also generates minimal traffic compared to residential or commercial alternatives, reducing the impact on surrounding roadways. Overall, this project provides a practical and low-impact use of the site while enhancing safety and security for the community.



SUBDIVISION MAP

Not To Scale

- | | | |
|--------------------|-------------------------------|---------------------------|
| Stratford Hall PRD | The Cove at Center Pointe | 1540 PLACE |
| Prestwick | Scotland Terrace Condominiums | Hazelwood Apartments |
| Scotland Acres | Center Pointe West | Oakwood Village Townhomes |

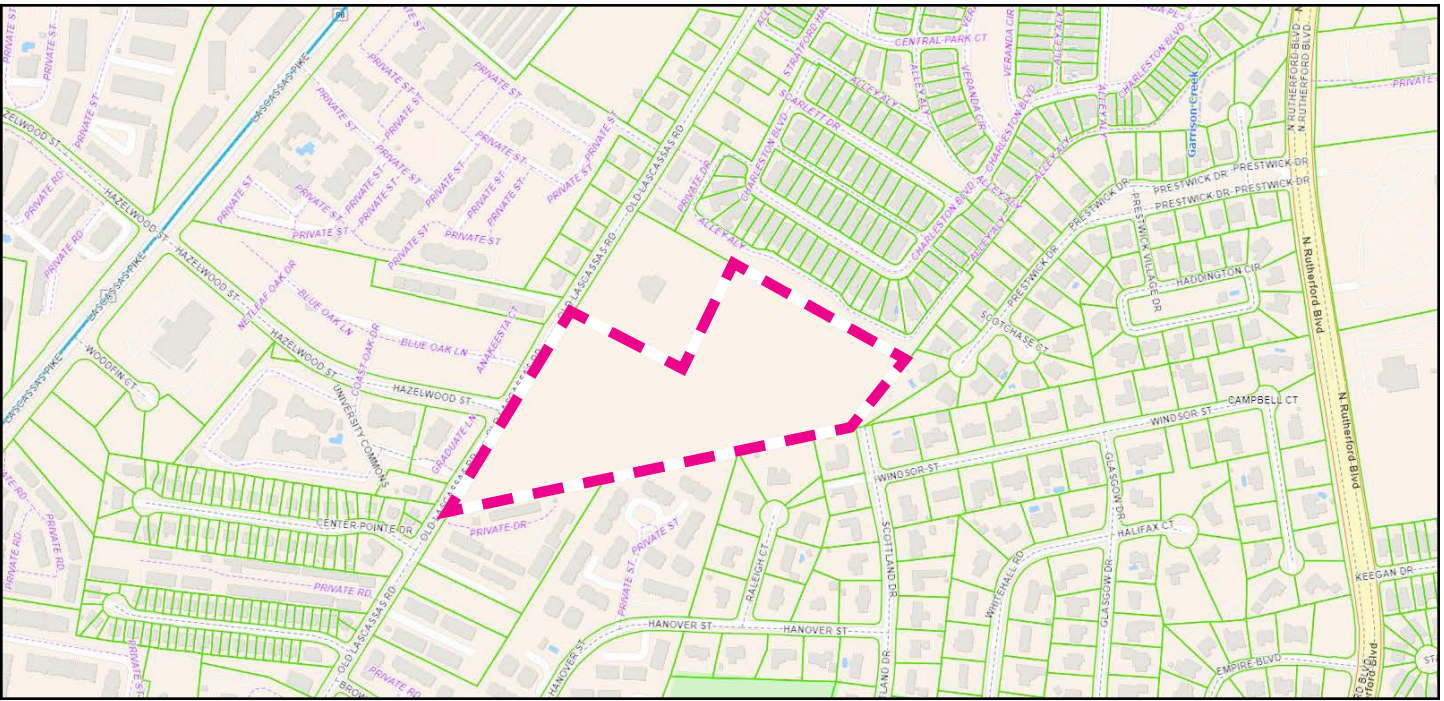
Site Boundary

Lascassas Storage is surrounded by a mixture of residential subdivisions providing both single-family and multi-family developments. Stratford Hall is a residential development to the north consisting of one to two-story single-family detached homes with front-entry garages. The exterior elevations consist of primarily of a mixture of masonry materials along the front elevations with brick and/or hardy board siding along side elevations. There is one primary point of ingress/egress to the development from Gold Valley Drive.

Scotland Acres is a residential development to the south consisting of one to two-story single-family detached homes with front-entry and side-entry garages on 15,000 sqft minimum lots. The exterior elevations consist of primarily of a mixture of masonry materials along the all elevations. There are two primary points of ingress/egress to the development; one from Greenland Drive along Scotland Drive, and one from Hanover Street via Brown street which then goes back to Lascassas Road.

Oakwood Village is a residential development to the west consisting of two-story single-family attached townhomes with front entry garages. The exterior elevations consist primarily of brick along the front and side elevations with hardy board along the rear elevations. There are three points of ingress/egress to the development; one from Old Lascassas Road, and two from Hazelwood Street.

South of the development are the multi-family developments of The Cove at Center Pointe Apartments and Scotland Terrace Condominiums. The Cove at Center Pointe contains one and two story buildings, with exteriors consisting of primarily plywood siding. The development has direct access onto Old Lascassas Road.



2040 MAJOR TRANSPORTATION PLAN

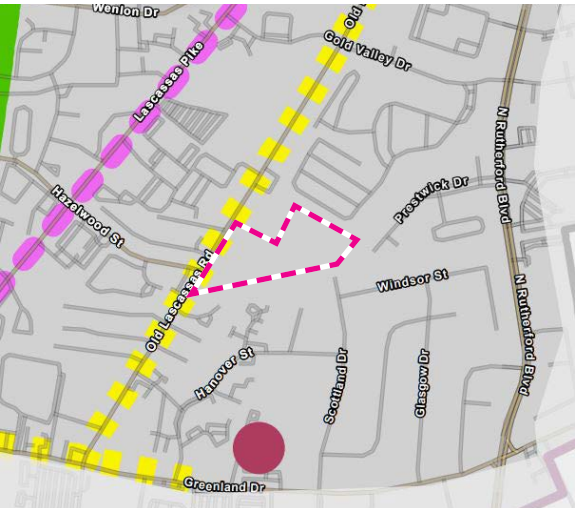
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5-Lane Roadway

Site Boundary

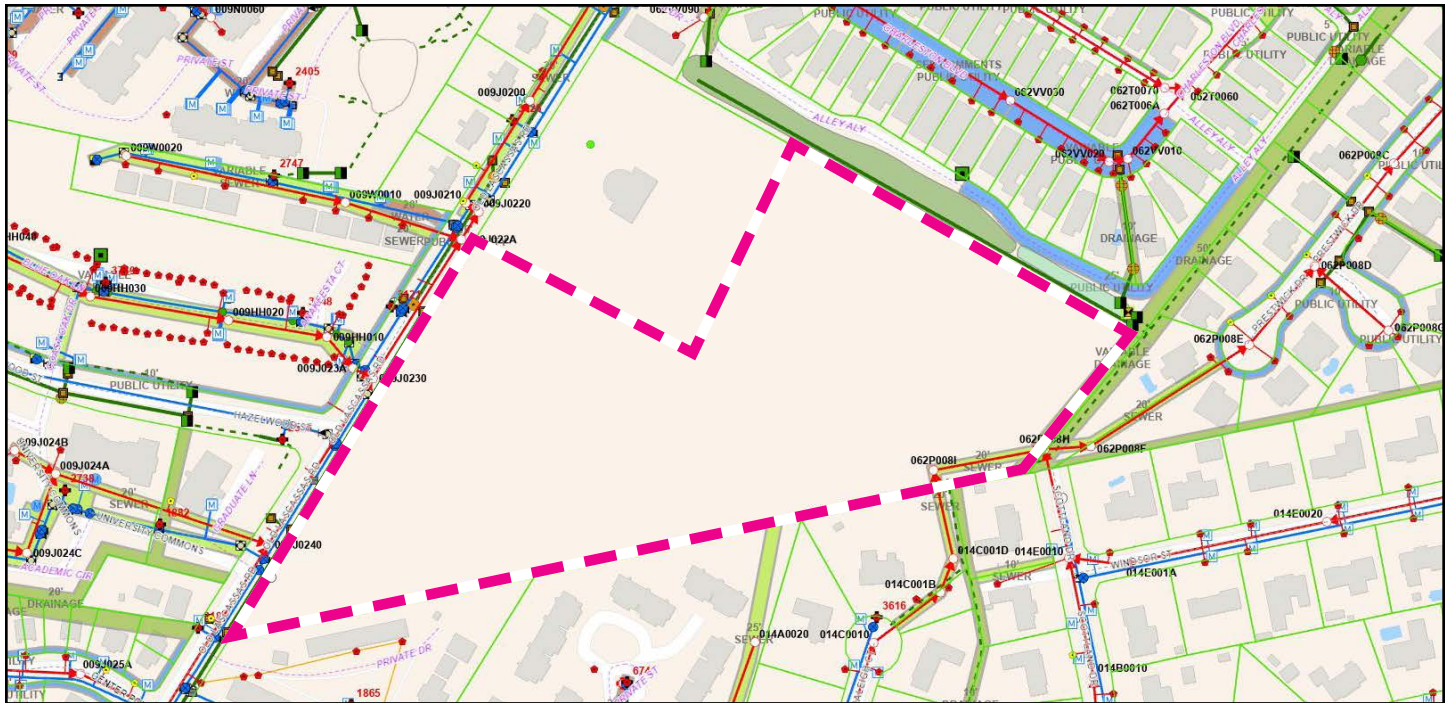
The property has/will have access to the existing public right-of-way of Old Lascassas Road through one entrance. The existing entrance to the Tennessee Geographic Center Monument shall remain generally as it is today. No roadways impacted by this development are on the Murfreesboro 2040 Major Transportation Plan. Both Old Lascassas Road and Hazelwood Drive are designated as collector roads. It is anticipated that this project at build out will generate roughly 40 trips per day with a possible 16 peak hours trips per day.

MURFREESBORO GREENWAY, BLUEWAY, AND BIKEWAY MASTER PLAN



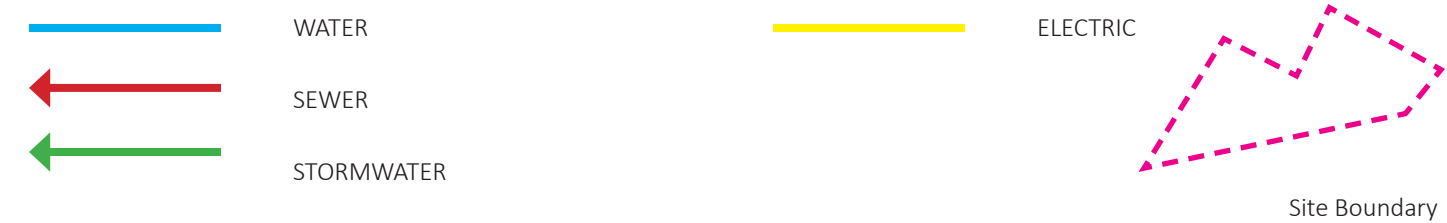
The Murfreesboro Greenway, Blueway, and Bikeway Master Plan shows this development located within Network Area C. The plan identifies an existing bike lane along Old Lascassas Road which connects to the existing bike lanes along Greenland Drive to the south, and North Rutherford Boulevard/East Rutherford Boulevard to the north.

The proposed development will not be changing the design or conditions of the existing bike lane along Old Lascassas Road except where necessary for vehicular ingress/egress to the development.



UTILITY MAP

Not To Scale

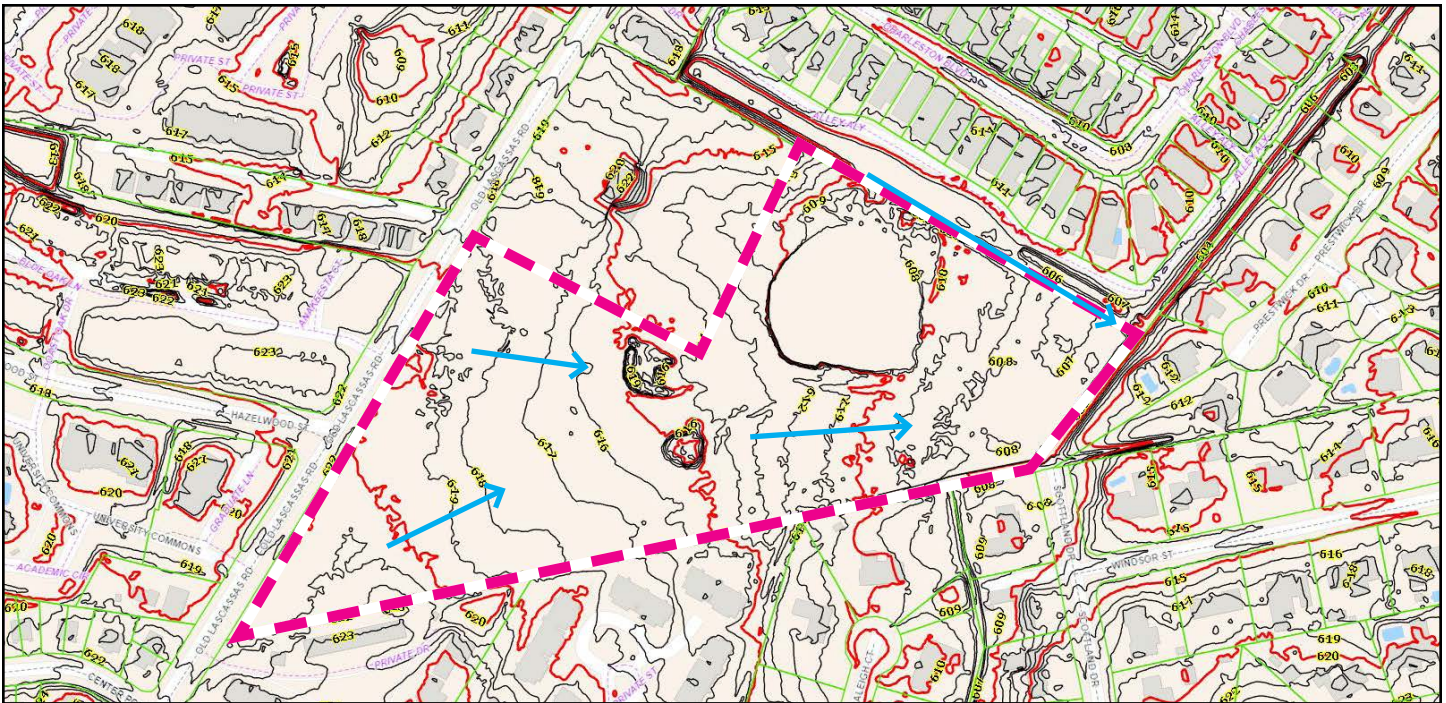


Water service will be provided by the Murfreesboro Water Resources Department. There is an existing 8 inch ductile iron water line along Old Lascassas Road for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 12" PVC gravity sewer line within the R.O.W. of Old Lascassas Road. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property.



Electric service will be provided by Middle Tennessee Electric. Electric services will be extended from Old Lascassas Road. 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 southwestern corner of the property. From this high point, the property drains towards the north and east. Stormwater on-site flows northeast towards the existing pond before turning and heading east. Stormwater from the site drains into the existing drainage easement along the eastern property line, and then flows north before draining into Garrison Creek.

No portions of this property are within a registered FEMA Floodway or Flood plain per FEMA Flood Panel 47149C0280J eff. 05/09/2023.

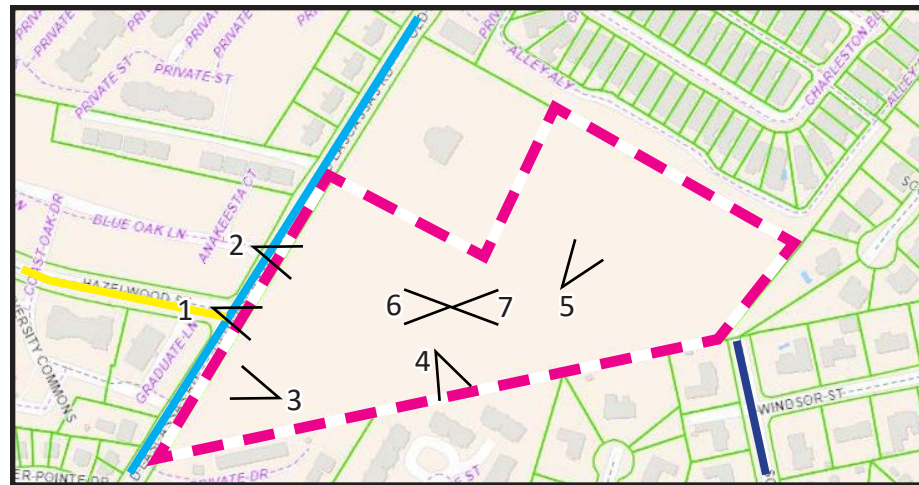
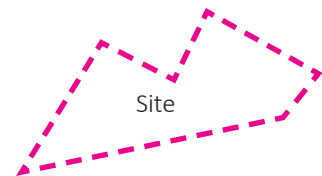


PHOTO DIRECTION MAP

Not To Scale

- Old Lascassas Road
- Hazelwood Street
- Scotland Drive



View of Intersection at Hazelwood Street and Old Lascassas Road
Looking East Towards Development Entrance



View of Existing Geographic Center Monument Looking East from Old
Lascassas Road



View of Existing Tree Canopy Along Old Lascassas Road Looking West



View of Existing Treeline Along Southern Property Line Looking South



View of Existing Gravel Quarry Looking Northeast



View from Middle of Site Looking West



View from Middle of Site Looking East

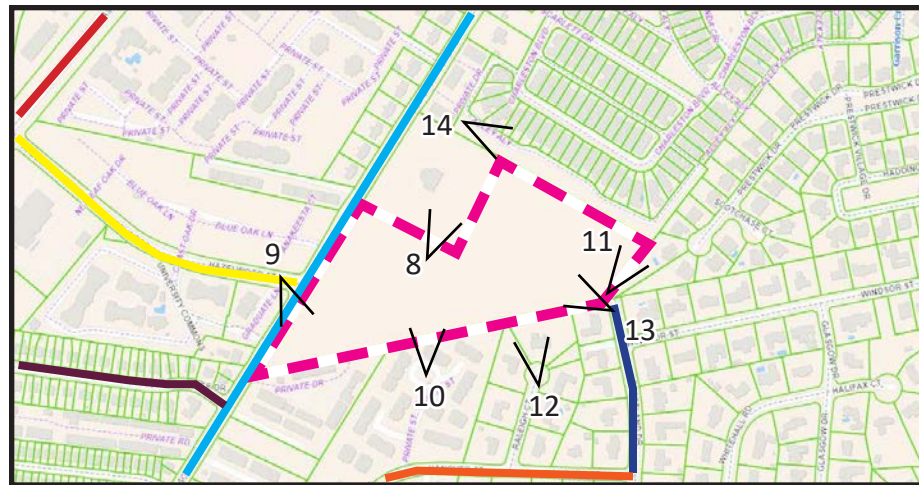
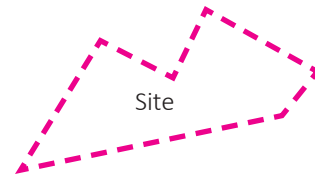


PHOTO DIRECTION MAP

Not To Scale

- Old Lascassas Road
- Hazelwood Street
- Lascassas Pike
- Scotland Drive
- Hanover Street
- Center Pointe Drive



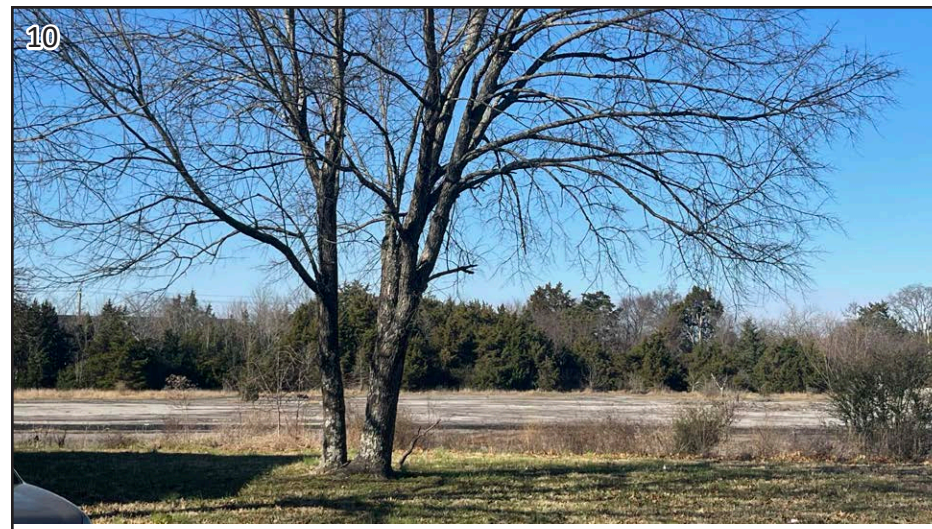
Site



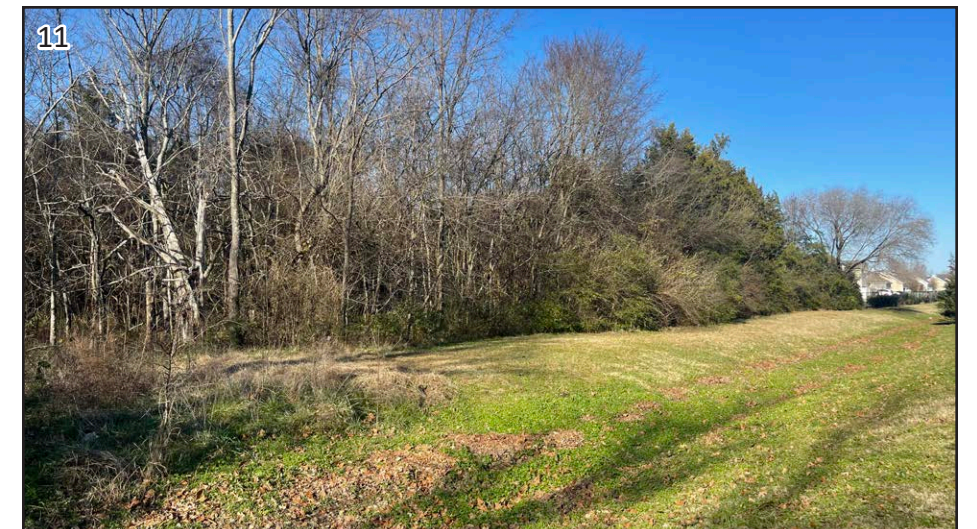
View of Intersection at Hazelwood Street and Old Lascassas Road
Looking Southeast Towards Development Entrance



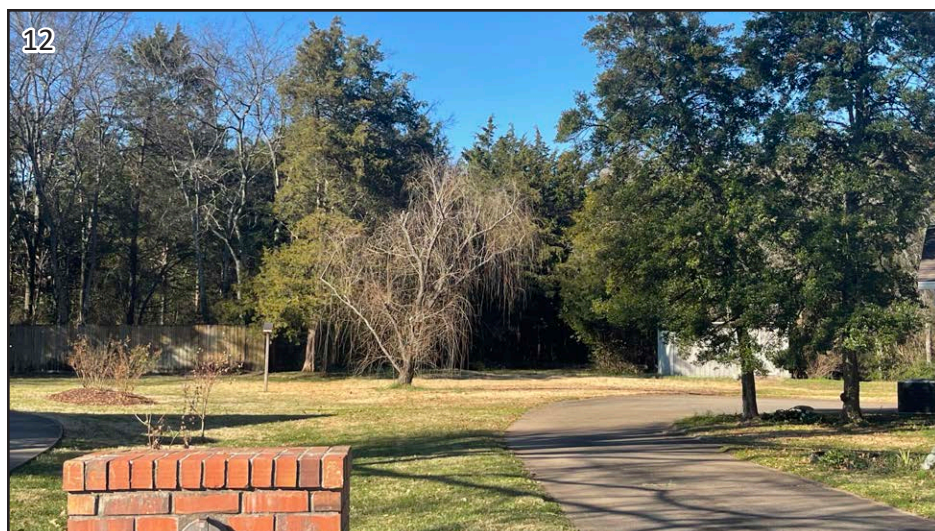
View of Existing Rock Wall Along Residential Outparcel Looking North



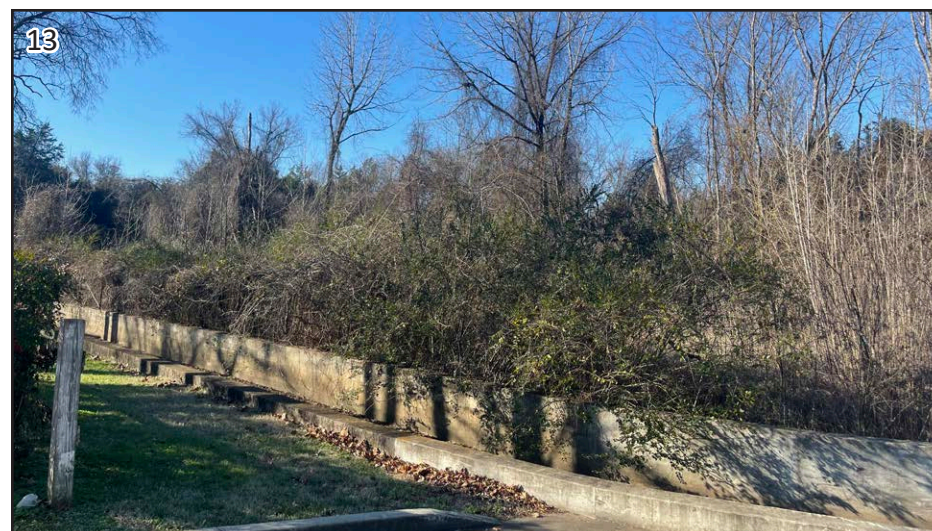
View From Scotland Terrace Condominiums Looking North Towards
Rear Elevation of Proposed Covered Parking Storage



View from Scotland Drive Dead-End Looking Northeast at Existing Grass
Drainage Swale along Eastern Perimeter



View From Raleigh Court Cul-De-Sac Looking North at Existing Tree Can-
opy to Remain



View from Scotland Drive Dead-End Looking Northwest at Existing
Concrete Drainage Swale along Southern Perimeter



View of Existing Landscape Buffer Along Northern Boundary with
Stratford Hall PRD Looking Southeast

DEVELOPMENT LAND USE DATA:







Total Land Area:	±14.81 Acres
Storage Facility	±14.68 Acres
Monument Parcel	±0.13 Acres
Climate Controlled Units:	550 units
15'x40' Storage Units Provided:	10 units
Total RV & Boat Parking Provided:	238 Spaces
Covered RV & Boat Spaces:	73 Spaces
Uncovered RV & Boat Spaces:	165 Spaces

REQUIRED PARKING:

1 Space per 5,000 sqft of floor area:	12 Spaces
Self-Storage Spaces Provided:	12 Spaces +1 HC
On Site Security Provided:	2 Spaces
Bus Parking Spaces Provided:	1 Space

Required Open Space: ±2.94 Acres (20%)

Provided Minimum Open Space: ±2.94 Acres (20%)

 Proposed Covered Parking	 Roadway
 Proposed Self-Storage	 Existing Tree Canopy
 Proposed Living Quarters and Temporary Office	 Existing Wetland
 Sidewalk	 Open Space

MONUMENT MARKING GEOGRAPHIC CENTER OF TENNESSEE TO BE ZONED (PCD) ±0.13 AC

HAZELWOOD STREET

PROPOSED BUS PARKING

PROPOSED CARETAKER/OFFICE BUILDING

PROPOSED GATE

PROPOSED OFFICE

PROPOSED 3-STORY INDOOR STORAGE BUILDING ±60,000 SQFT

WIDE TYPE 'C' BUFFER PLANTINGS

THE COVE AT CENTER POINTE ZONED: RM-16

SELF-STORAGE COVERED PARKING STORAGE

COVERED PARKING STORAGE

COVERED PARKING STORAGE

20-FT DRAINAGE EASEMENT

BUILDING ELEVATIONS & EXISTING TREES TO BE USED AS BUFFER & SUPPLEMENTED WITH PLANTINGS AS NEEDED

PROPOSED DUMPSTER

SCOTTLAND TERRACE CONDOMINIUMS ZONED: RM-16

±4.21 AC TO REMAIN ZONED RS-15

EXISTING TREES TO REMAIN & BE SUPPLEMENTED AS NEEDED

15-FT WIDE TYPE 'D' BUFFER

EXISTING WETLAND TO REMAIN

EXISTING POND TO REMAIN FOR STORMWATER PER POND ANALYSIS

EXISTING TREES TO REMAIN

EXISTING WETLAND TO REMAIN

EXISTING TREES TO REMAIN

SCOTTLAND ACRES SUBDIVISION ZONED: RS-15

TYPE 'D' BUFFER PLANTINGS

PRESTWICK SUBDIVISION ZONED: PRD

STRATFORD HALL ZONED: PRD

PRIVATE ALLEY

CHARLESTON BOULEVARD

WINDSOR STREET

SCOTTLAND DRIVE

RALIEGH COURT

*ALL PROPOSED LANDSCAPE BUFFERS SHALL STRIVE TO MAINTAIN AS MUCH OF THE EXISTING TREE CANOPY AS POSSIBLE. PROPOSED BUFFERS SHALL SUPPLEMENT THE EXISTING TREE CANOPY IN ORDER TO MEET MINIMUM REQUIRED LANDSCAPE BUFFER PERFORMANCE STANDARDS.

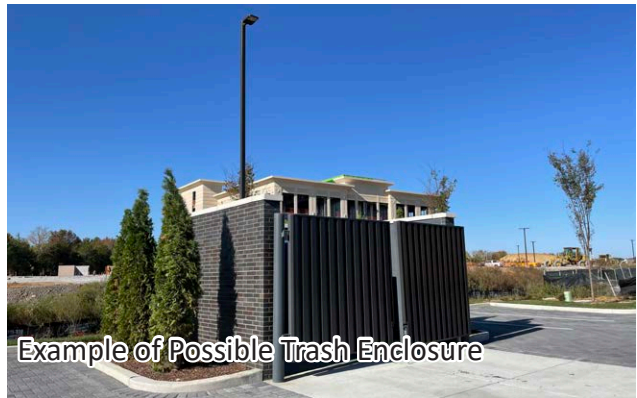


Development Standards

- The development will consist of 14.68 acres for the anticipated use of a self-storage facility and 0.13 acres for the preservation of the existing monument representing the Geographic Center of Tennessee.
- Maintenance and access easements shall be recorded on the 0.13 acres for the current owner of the proposed development to maintain the monument site.
- A maintenance agreement shall be recorded with the development requiring the upkeep of the monument site. Any improvements to the site shall be coordinated with the development.
- The 3-story climate controlled self-storage building shall have a maximum of 60,000 sqft of floor area.
- Building heights shall not exceed 40-feet in height.
- All signage shall have materials consistent with the building architecture, and be accented with landscaping.
- No banners, promotional materials, or additional signage shall be displayed in a manner that renders them visible through the glazing of the building’s exterior.
- Any solid waste enclosures shall be constructed of materials consistent with building architecture and in line with city standards. Enclosures shall be at least 8-feet tall, with opaque gates. Solid waste collection service shall be provided by a private hauler.
- All mechanical equipment located on the ground (i.e. hvac and transformers) or on the roof of buildings and shall be screened from public rights-of-way.
- All on-site utilities will be underground.
- On-site lighting will comply with Murfreesboro Zoning Ordinance performance standards to reduce light pollution while providing safety for employees and patrons.
- Parking for patrons will comply with the Murfreesboro Zoning Ordinance in surface material, number of spaces and size of spaces.
- Office areas of all buildings shall have a minimum 3’ wide planting bed along the foundation.
- All outdoor storage will be screened in accordance with the City of Murfreesboro Zoning Ordinance.
- A Type ‘D’ Landscape Buffer shall be provided between this development and all neighboring RS-15 and PRD properties.
- A Type ‘C’ Landscape Buffer shall be provided between this development and all RM-16 properties.
- Screening and buffering shall provided as seen on Page 21.
- All proposed landscape buffers shall strive to maintain as much of the existing tree canopy as possible. Proposed buffers shall supplement the existing tree canopy in order to meet buffer performance standards.
- Hours of operation shall be from 6am - 10pm, seven days a week. Access shall be via coded entry.



Example of Possible Entrance Sign



Example of Possible Trash Enclosure

Proposed Allowable Uses

The proposed developments primary use shall be that of a self-service storage facility. An accessory residential use shall be allowed to provide housing for the on-site caretaker. The proposed parcel containing the monument shall only be allowed that primary use. Any uses, other then the before mentioned, are prohibited within the storage facility portion of the proposed PCD.

Patrons of the self-storage facility shall adhere to the standards set forth in Chart 1 End Note #16(a) of the Murfreesboro Zoning Ordinance which currently prohibits the following activities within self-storage;

- Auctions; Commercial, wholesale, or retail sales; and miscellaneous or garage sales
- Servicing, repairing, and fabrication of motor vehicles, boats, trailers, lawn mowers, appliances, or other similar equipment
- Operation of power tools, spray painting equipment, table saws, lathes, compressors, welding equipment, kilns, or other similar equipment
- Establishment of a transfer or storage business
- Using, operating, or permitting to be played, used, or operated any radio receiving set, musical instrument, phonograph, live band, amplifiers, loudspeakers, or other machine or device for producing or reproducing sound in such a manner as to disturb the peace, quiet, and comfort of neighboring residents at any time with louder volume than is necessary for convenient hearing for the persons responsible for producing or reproducing such sound.
- Use of individual units for residential purposes, included by not limited to cooking or sleeping
- Any use that is noxious or offensive because of odors, dust, noise, fumes, or vibrations.
- Notwithstanding the prohibited uses, the owner or manager of the self storage facility may conduct actions, repair, and maintain the premises when reasonably required in the usual and customary operation of a self-service storage business.

PHASES	STANDARD PARKING SPACES	15'X40' COVERED SPACES	12'X45' SPACES	14'X40' SPACES	12'X30' SPACES	15'X40' STORAGE	CLIMATE CONTROLLED UNITS	ACRES
PHASE 1	15	29	88	0	12	10	0	8.47 AC
PHASE 2	0	44	39	6	20	0	0	5.76 AC
PHASE 3	0	0	0	0	0	0	550	0.45 AC
TOTAL	15	73	127	6	32	10	550	14.68 AC

■ Phase 1
 ■ Phase 2
 ■ Phase 3

- The project is anticipated to be built in 3 phases.
- Construction of Phase 1 is anticipated to begin following their permitting. No building permits shall be issued until infrastructure is installed.
- Phase 1 will include all roadway improvements proposed for this site.
- The remaining phases will be market driven

Phase 1 Package:

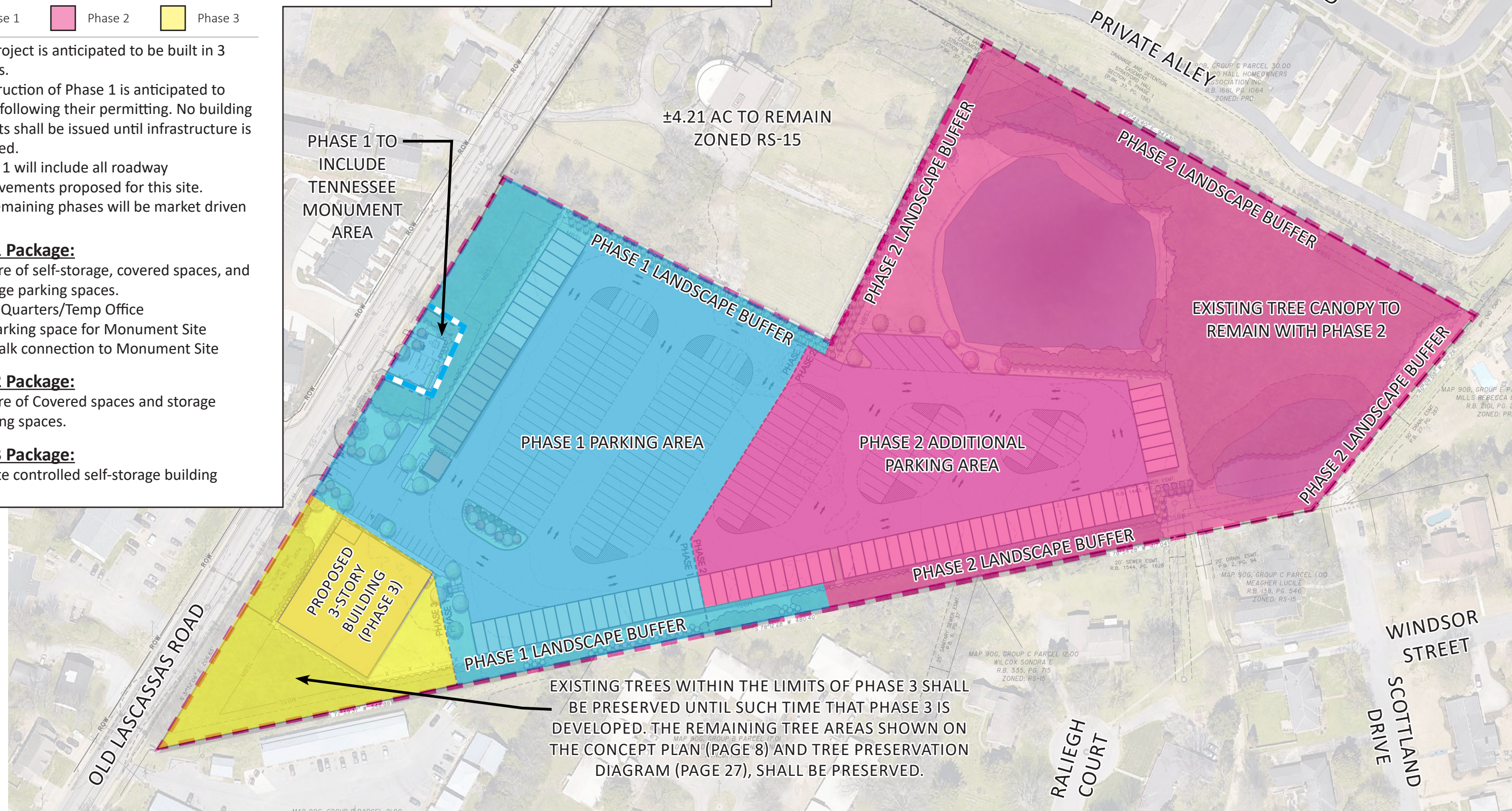
- Mixture of self-storage, covered spaces, and storage parking spaces.
- Living Quarters/Temp Office
- Bus parking space for Monument Site
- Sidewalk connection to Monument Site

Phase 2 Package:

- Mixture of Covered spaces and storage parking spaces.

Phase 3 Package:

- Climate controlled self-storage building

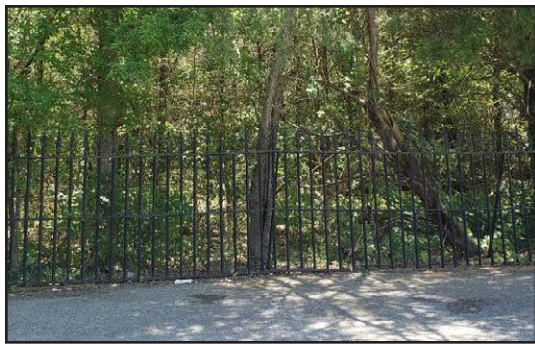




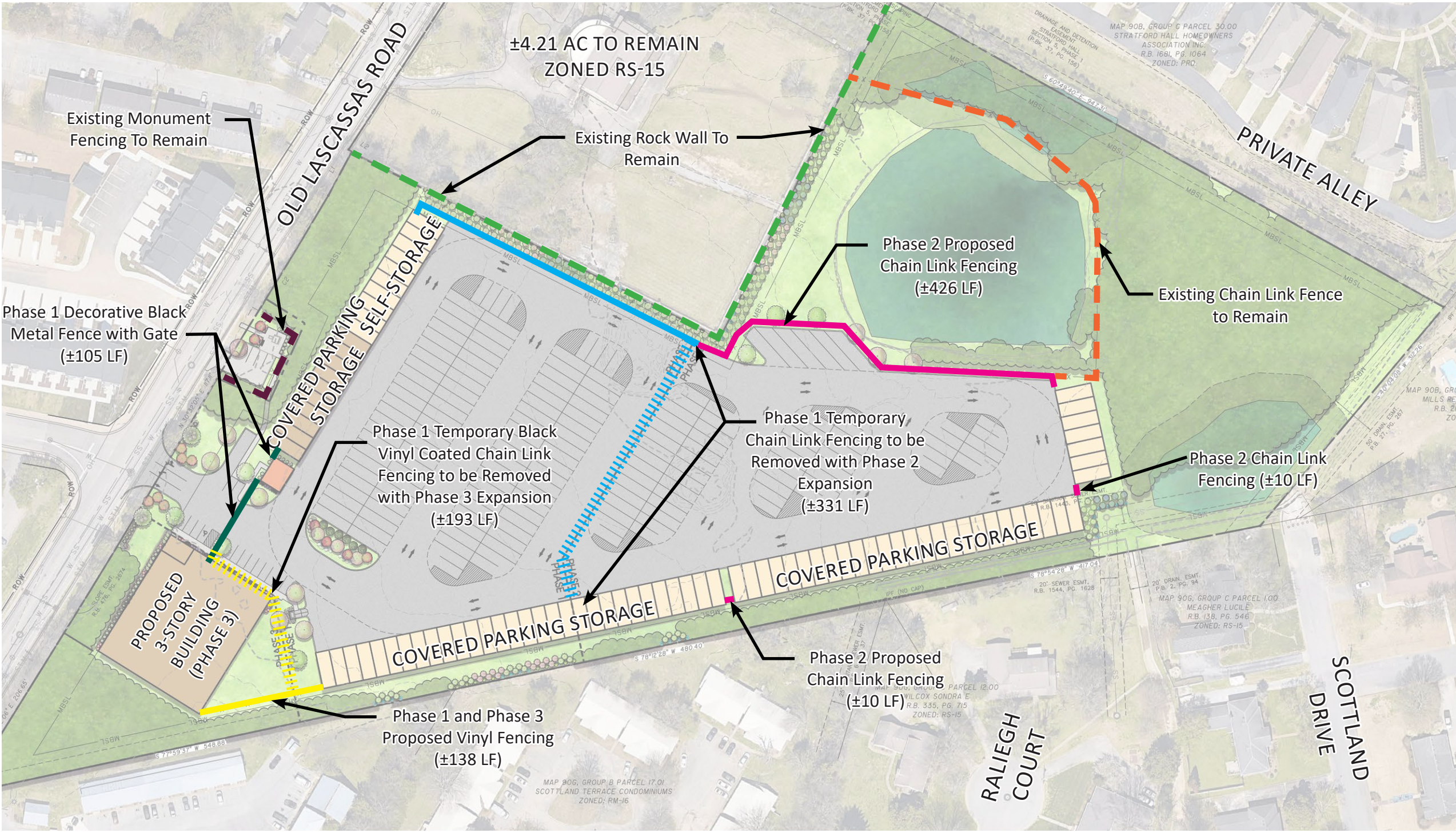
Existing Rock Wall to Remain (±890 LF)



Existing Chain Link Fence to Remain (±552 LF)



Existing Monument Fencing to Remain (±190 LF)



Example of Proposed Decorative Fencing With Gate (±105 LF)



Example of Phase 1 and Phase 3 Proposed Black Vinyl Fencing (±138 LF)



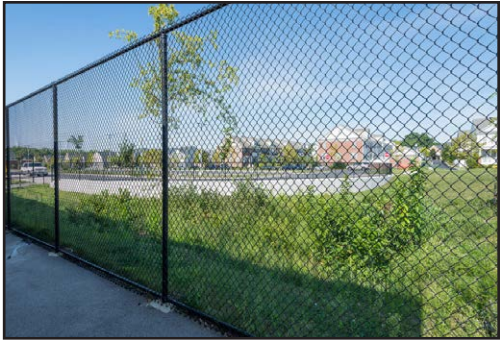
Example of Phase 1 Proposed Chain Link Security Fencing (±378 LF)



Example of Phase 1 Temporary Chain Link Security Fencing (±331 LF)



Example of Phase 2 Proposed Chain Link Security Fencing (±446 LF)














Example of Phase 1 Temporary Black Vinyl Coated Chainlink Fencing (±193 LF)

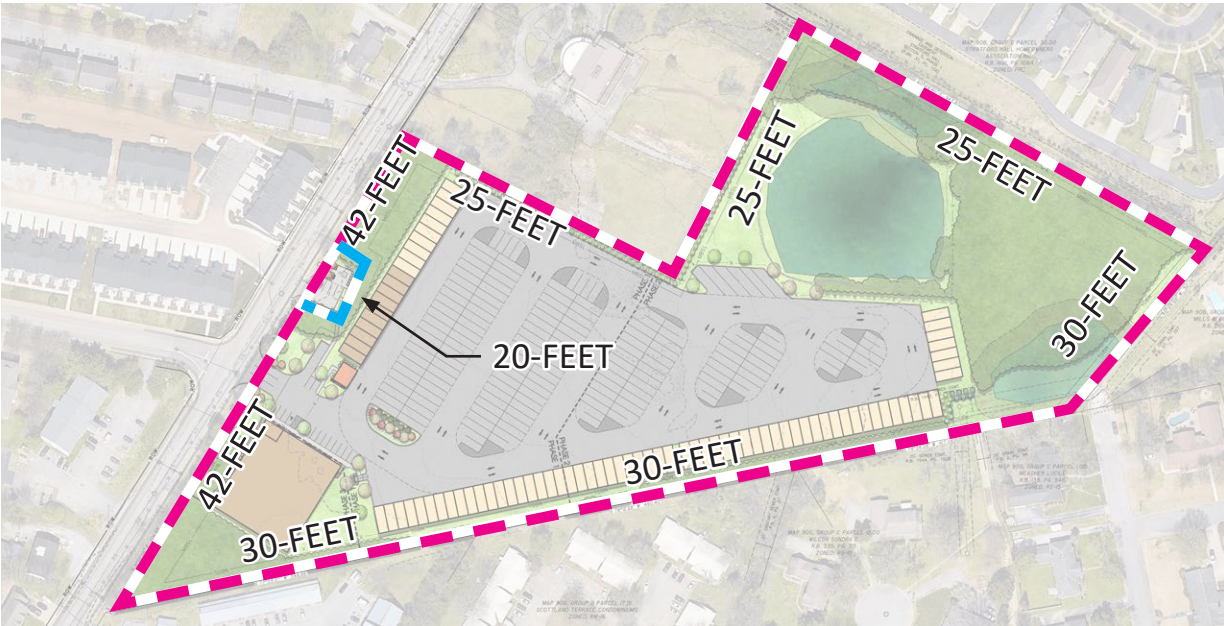


Architectural Characteristics:

- Primary climate controlled building height shall not exceed 40 feet in height
- Canopies for single story covered storage shall not exceed 16’ in height
- All buildings will be between 1 and 3 stories
- Buildings shall have a well-defined architectural base via different materials, colors, changes in pattern, or a combination of these techniques.
- Main entrances are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, change in materials, change in color, and/ or change in building planes.
- Masonry materials (brick, stone, cast stone, synthetic stone) will be the primary building materials with potential cementitious siding accents.
- All buildings shall comply with Murfreesboro Design Guidelines standards.

PROJECT MATERIAL LEGEND

PRIMARY MATERIALS				SECONDARY MATERIALS		TERTIARY MATERIALS	
METAL INFILL PANEL - LIGHT GREY				ALUMINUM STOREFRONT FRAME, PRE-ENGINEERED METAL AWNING		METAL COPING/TRIM	
HARDIE FIBER CEMENT PANEL - GREY				STANDING SEAM METAL ROOF			
BRICK (RED, LIGHT GREY, AND DARK GREY)				OVERHEAD DOORS			
GLAZING							
HARDIE FIBER CEMENT LAP SIDING - LIGHT GREY (OFFICE ONLY)							



Setbacks External to the Site

Front:	42-feet
Side: (Covered Storage)	30-feet
Side: (South)	30-feet
Side: (From Monument)	20-feet
Rear:	25-feet



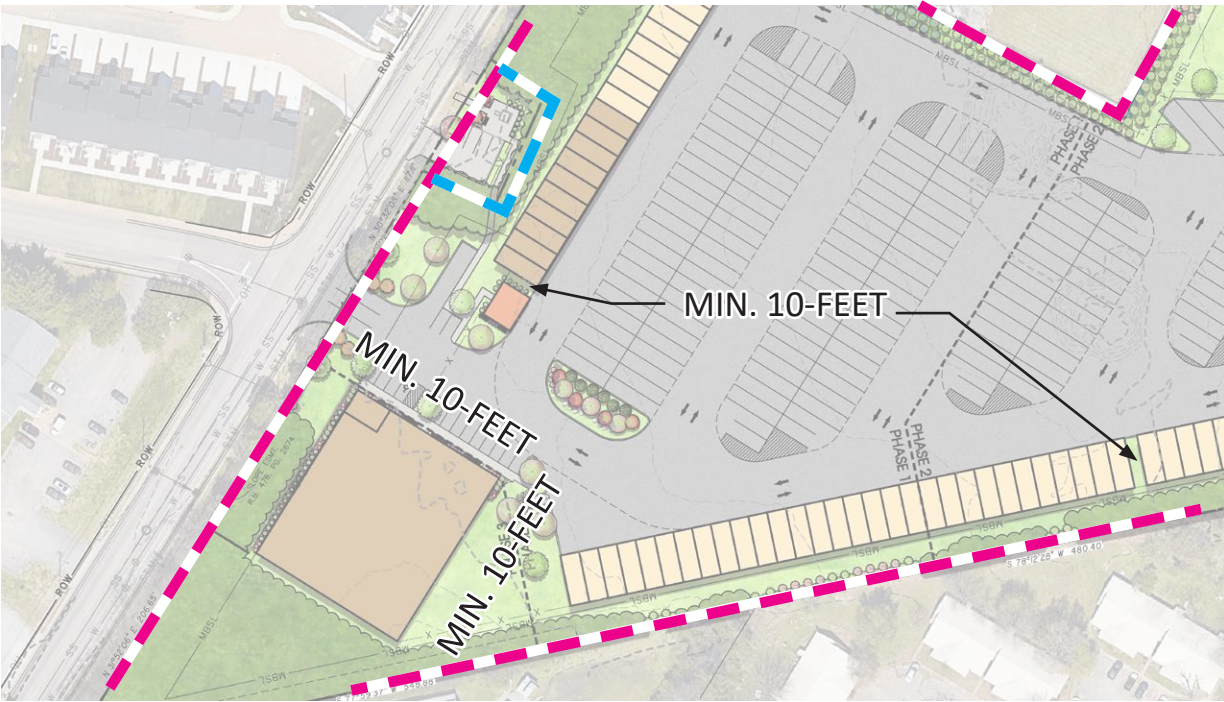
Setbacks Internal to the Site

A minimum 10-ft building separation shall be maintained for all proposed buildings.

Front: Behind monument parcel 20-feet

Setbacks from Monument to Proposed Property Lines

This diagram illustrates the approximate distance the monument will be from the proposed parcel lines. All setbacks for the monument parcel shall be 0’.





FIRST FLOOR PORTION OF COLUMN SHALL HAVE THE OPTION TO MATCH UPPER STORY BRICK COLOR. IF USED, THIS OPTION SHALL BE UTILIZED ACROSS ALL FOUR ELEVATIONS OF THE BUILDING.



3-STORY STORAGE BUILDING ELEVATION - NORTH SIDE

3-Story Storage Materials:
Brick: 50%
Hardie Fiber Cement Siding: 17%
Alucobond Metal Panel: 3%
Storefront: 30%



3-STORY STORAGE BUILDING ELEVATION - EAST SIDE

3-Story Storage Materials:
Brick: 54%
Hardie Fiber Cement Siding: 37%
Storefront: 9%



3-STORY STORAGE BUILDING ELEVATION - OLD LASCASSAS ROAD

3-Story Storage Materials:
 Brick: 59%
 Hardie Fiber Cement Siding: 15%
 Alucobond Metal Panel: 2%
 Storefront: 24%



3-STORY STORAGE BUILDING ELEVATION - SOUTH SIDE

3-Story Storage Materials:
 Brick: 58%
 Hardie Fiber Cement Siding: 35%
 Storefront: 7%



3-STORY STORAGE BUILDING ELEVATION - OLD LASCASSAS ROAD

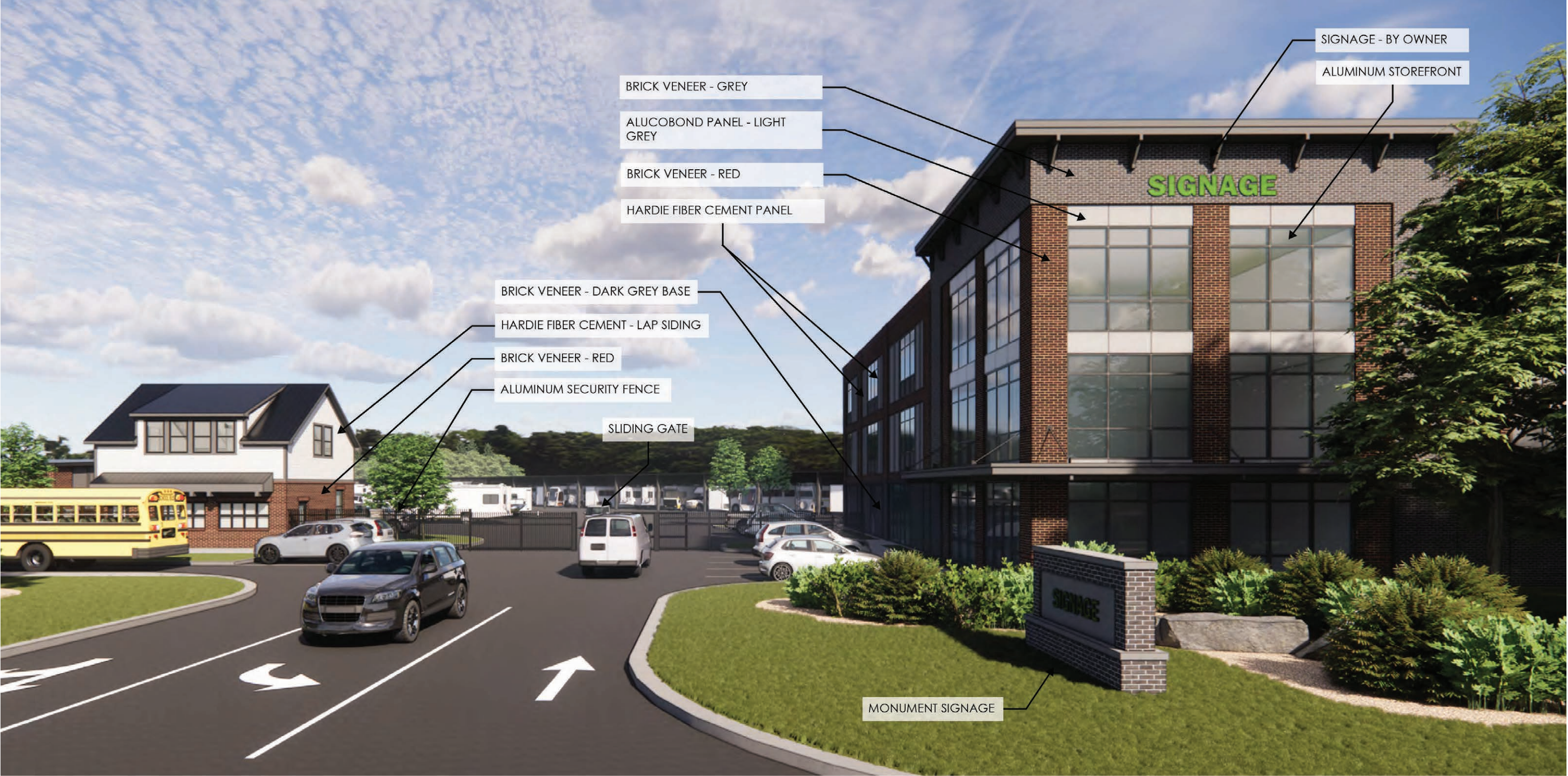
*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



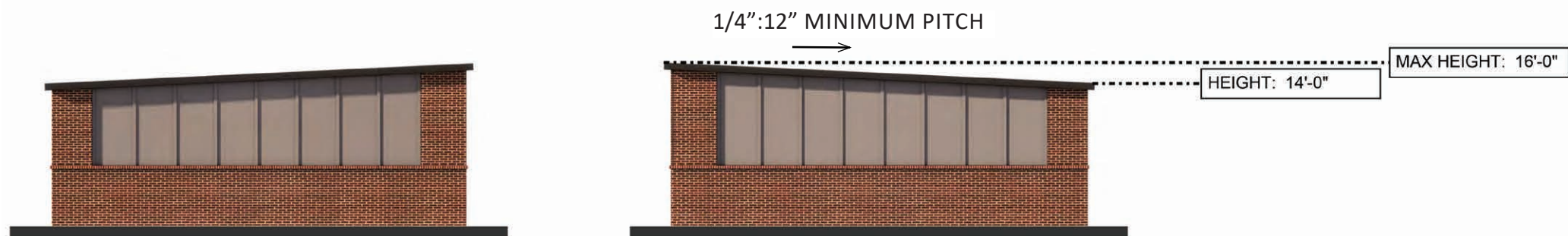
3-STORY STORAGE BUILDING ELEVATION - NORTH FACING

*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.



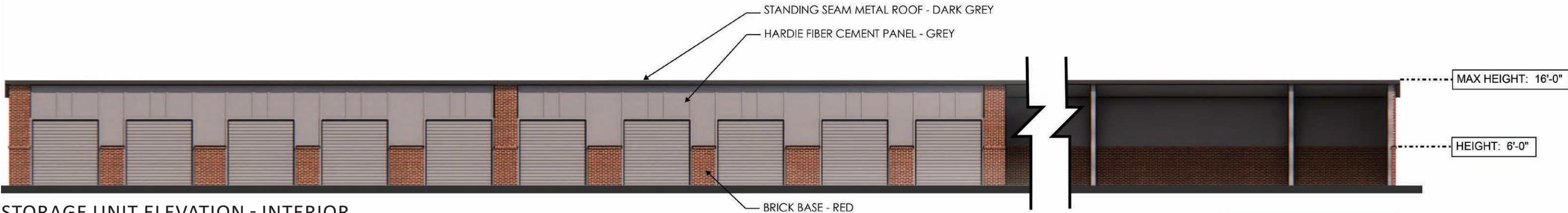


*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



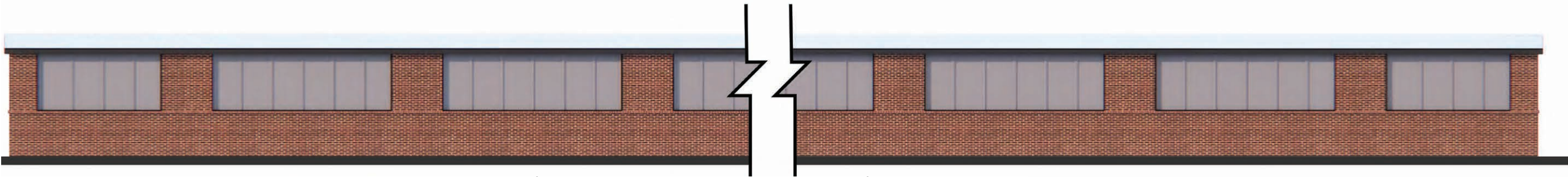
COVERED STORAGE BUILDING SIDE ELEVATIONS

Open Storage Materials:
Brick: 54%
Hardie Fiber Cement Panel: 46%



STORAGE UNIT ELEVATION - INTERIOR

Open Storage Materials:
Brick: 23%
Hardie Fiber Cement Panel: 43%
Garage Door: 20%



COVERED STORAGE BUILDINGS ELEVATION - REAR (FACING OLD LASCASSAS ROAD)

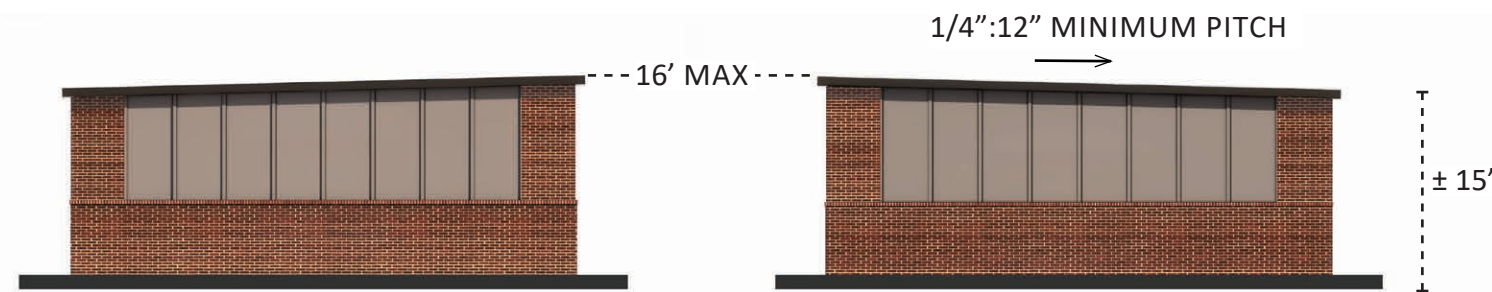
Open Storage Materials:
Brick: 56%
Hardie Fiber Cement Panel: 44%



EXAMPLE OF CARETAKER AND SINGLE-STORY STORAGE UNITS/COVERED PARKING ALONG LASCASSAS ROAD

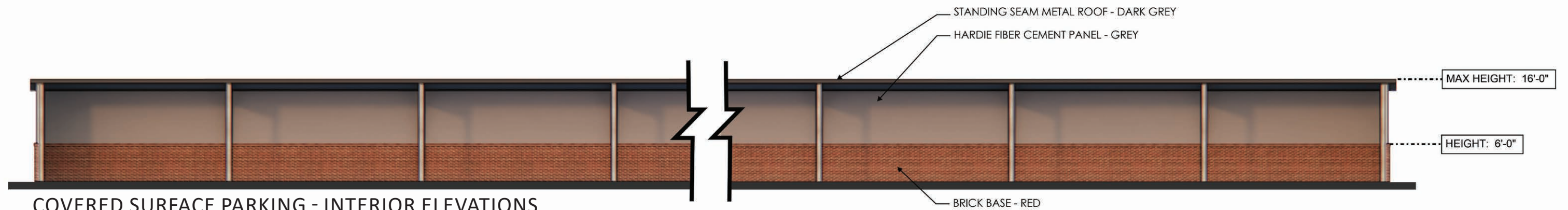


SINGLE-STORY STORAGE UNITS/COVERED PARKING ALONG LASCASSAS ROAD



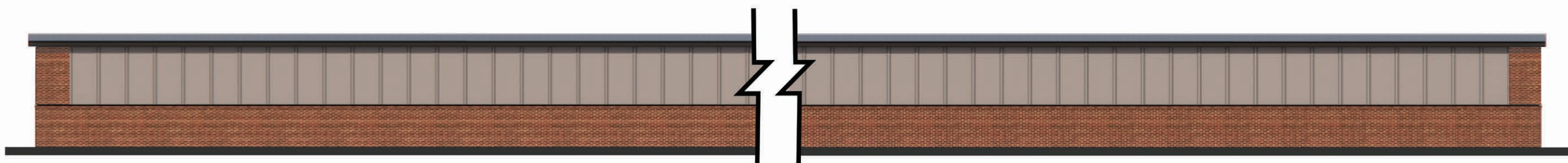
COVERED SURFACE PARKING - SIDE ELEVATIONS

One-Story Storage
Materials:
Brick: 40%
Hardie Fiber Cement
Panel: 60%



COVERED SURFACE PARKING - INTERIOR ELEVATIONS

One - Story Storage Materials:
Brick: 40%
Hardie Fiber Cement Panel: 60%



COVERED SURFACE PARKING - REAR (FACING RESIDENTIAL)

One-Story Storage Materials:
Brick: 42%
Hardie Fiber Cement Panel: 58%

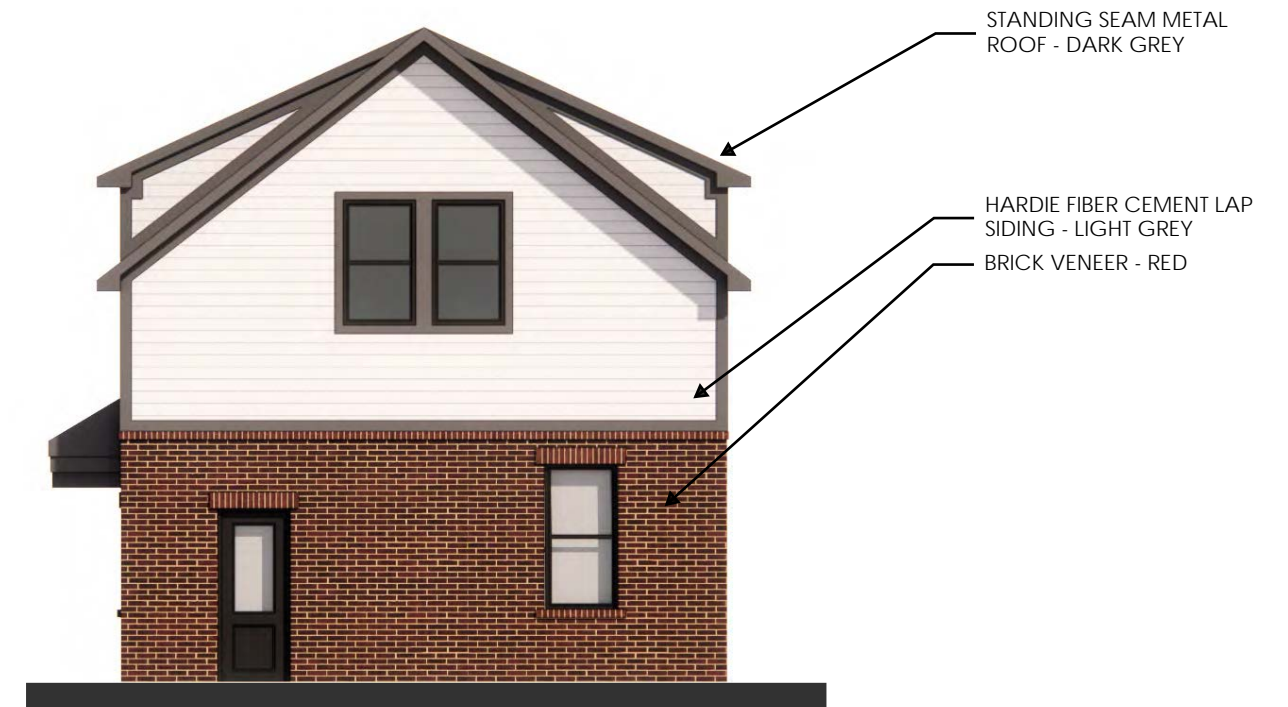


EXAMPLE OF COVERED PARKING ALONG RESIDENTIAL PROPERTY LINE

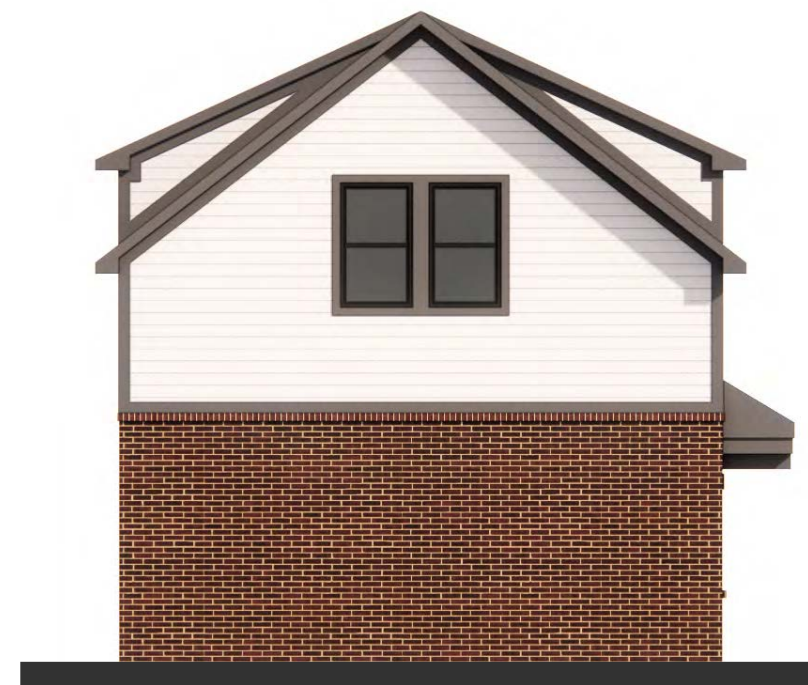


OFFICE BUILDING - WEST ELEVATION

OFFICE BUILDING
WINDOWS ON
GROUND FLOOR
SHALL PROVIDE
A MINIMUM 8"
MULLION.



OFFICE BUILDING - SOUTH ELEVATION



OFFICE BUILDING - NORTH ELEVATION



OFFICE BUILDING - EAST ELEVATION

HEIGHT: 27'-0"



Pursuant to the City of Murfreesboro’s 2040 Major Transportation Plan (MTP), none of the roadways in this development are slated for improvements. Old Lascassas Road is a community collector road where the majority of vehicular trips generated by this development will impact. It is currently built as a 3 lane cross-section with curb and gutter along with sidewalks on both sides of the roadway.

As stated above, the primary means of ingress/egress from this site will be onto Old Lascassas Road. The entrance is proposed to incorporate three travel lanes for proper circulation into and out of the development. There will be a dedicated left and right out of the development, as well as single lane for traffic entering the development. The existing entrance to the Tennessee Geographic Center Monument shall be retained at its currently location on Old Lascassas Road. The illustration below shows the proposed pedestrian circulation through the site, and the illustration to the right shows the proposed vehicular circulation through the site.



- ● ● ● PEDESTRIAN CIRCULATION
- ● ● ● SIDEWALK TO MONUMENT



- ● ● ● VEHICULAR CIRCULATION



*See Page 11 For Examples of Fencing

FINAL DEVELOPMENT FENCING PLAN



- 12-FT WIDE TYPE 'C' LANDSCAPE BUFFER UTILIZING EXISTING VEGETATION
- 15-FT WIDE TYPE 'D' LANDSCAPE BUFFER TO BE INSTALLED
- 15-FT WIDE TYPE 'D' LANDSCAPE BUFFER UTILIZING EXISTING VEGETATION
- BUILDING ELEVATION TO BE USED AS PART OF BUFFER IN CONJUNCTION WITH PRESERVED TREES AND SUPPLEMENTAL BUFFER PLANTINGS TO FILL IN GAPS IN PRESERVED TREES.



TREE PRESERVATION DIAGRAM



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

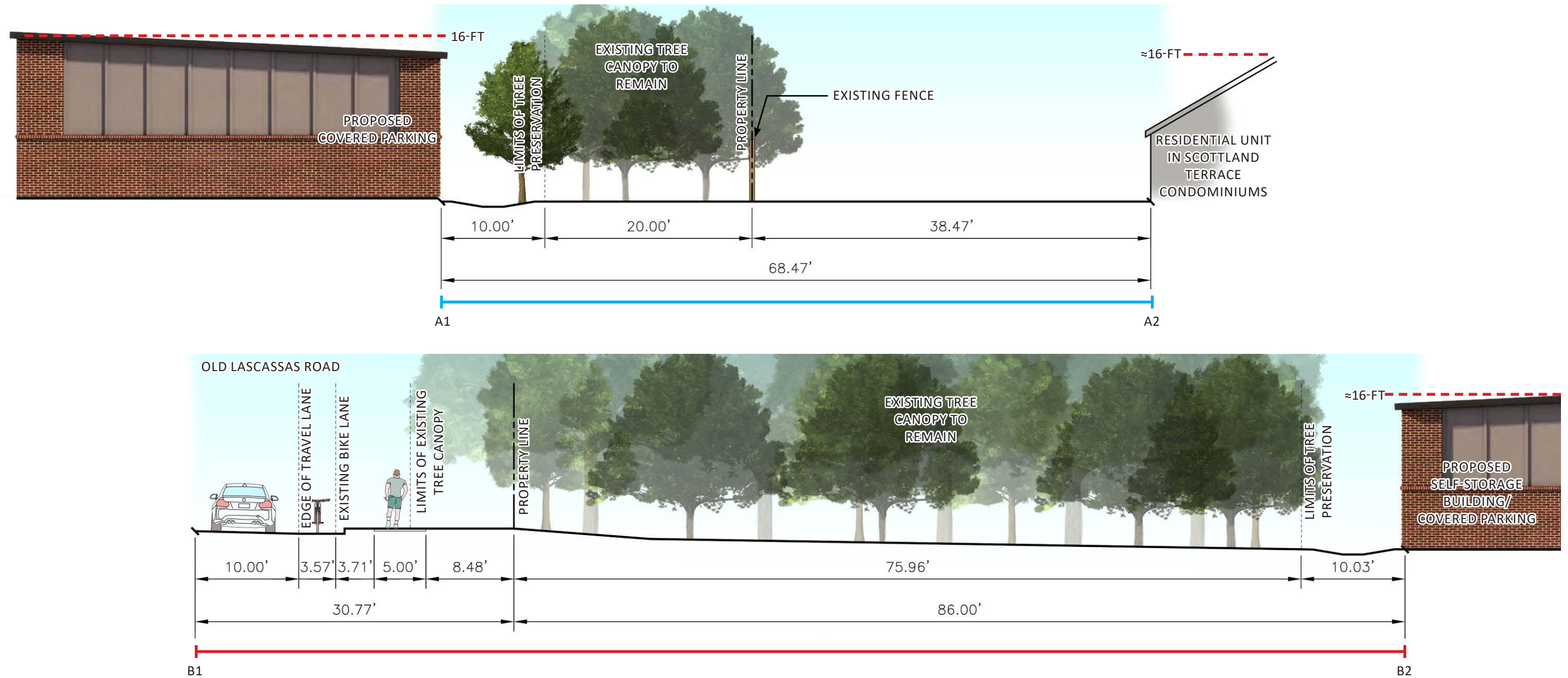
Landscaping Characteristics:

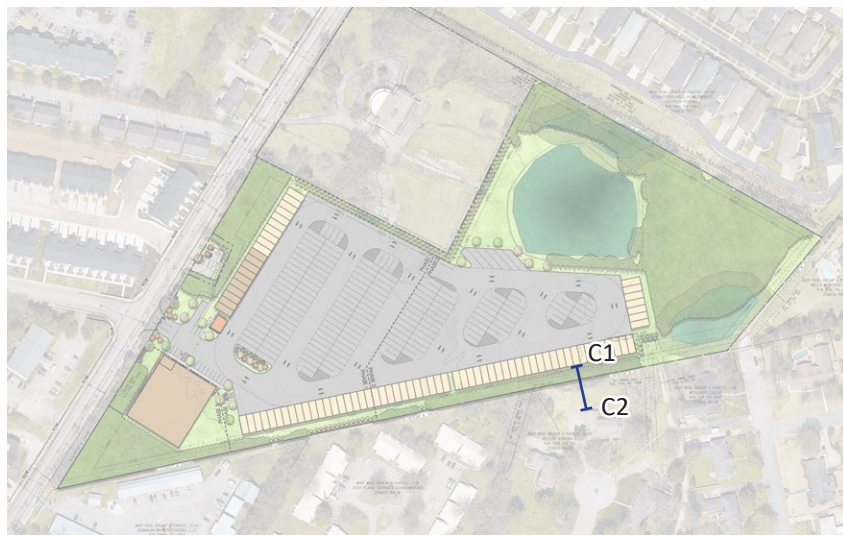
- A minimum 10 feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- A Type 'D' Landscape Buffer Planting shall be provided between this development and all RS-15 and PRD residential properties.
- A Type 'C' Landscape Buffer Planting shall be provided between this development and all RM-16 properties.
- All proposed landscape buffers shall strive to maintain as much of the existing tree canopy as possible. Proposed buffers shall supplement the existing tree canopy in order to meet minimum required landscape buffer standards.
- The proposed covered parking building elevations will be utilized, in conjunction with preserved existing trees and supplemental plantings to fill in gaps in existing trees preserved, as the buffer for portions of the site.
- All above ground utilities and mechanical equipment screened with landscaping and/or walls.
- Solid waste enclosures shall be screened with a masonry wall and enhanced with landscaping.



SITE KEY

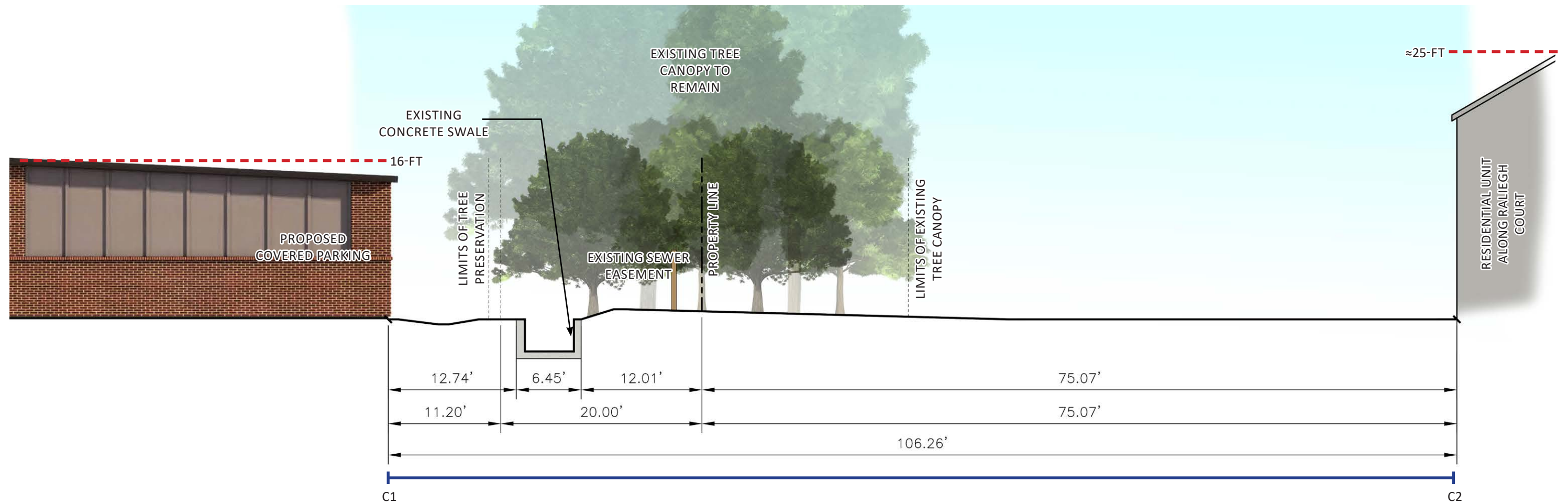
N.T.S. 





KEY MAP

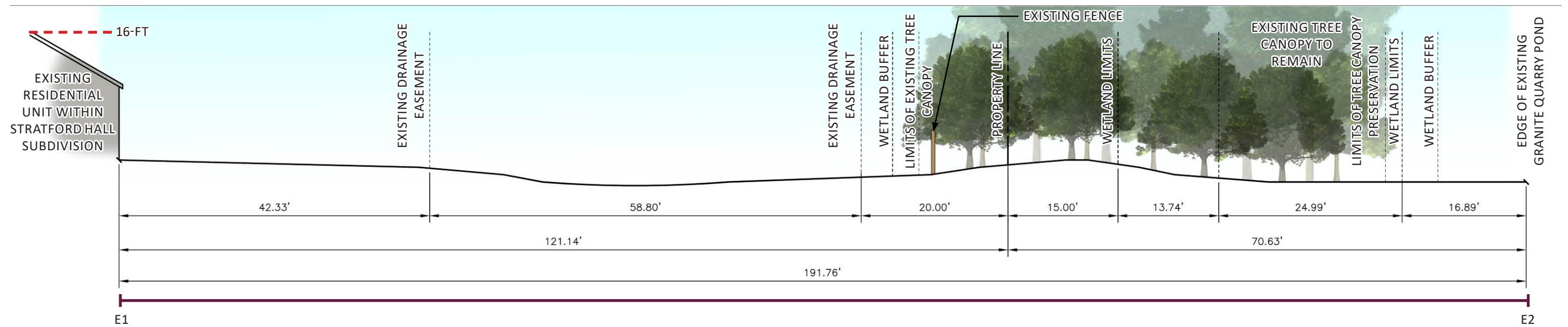
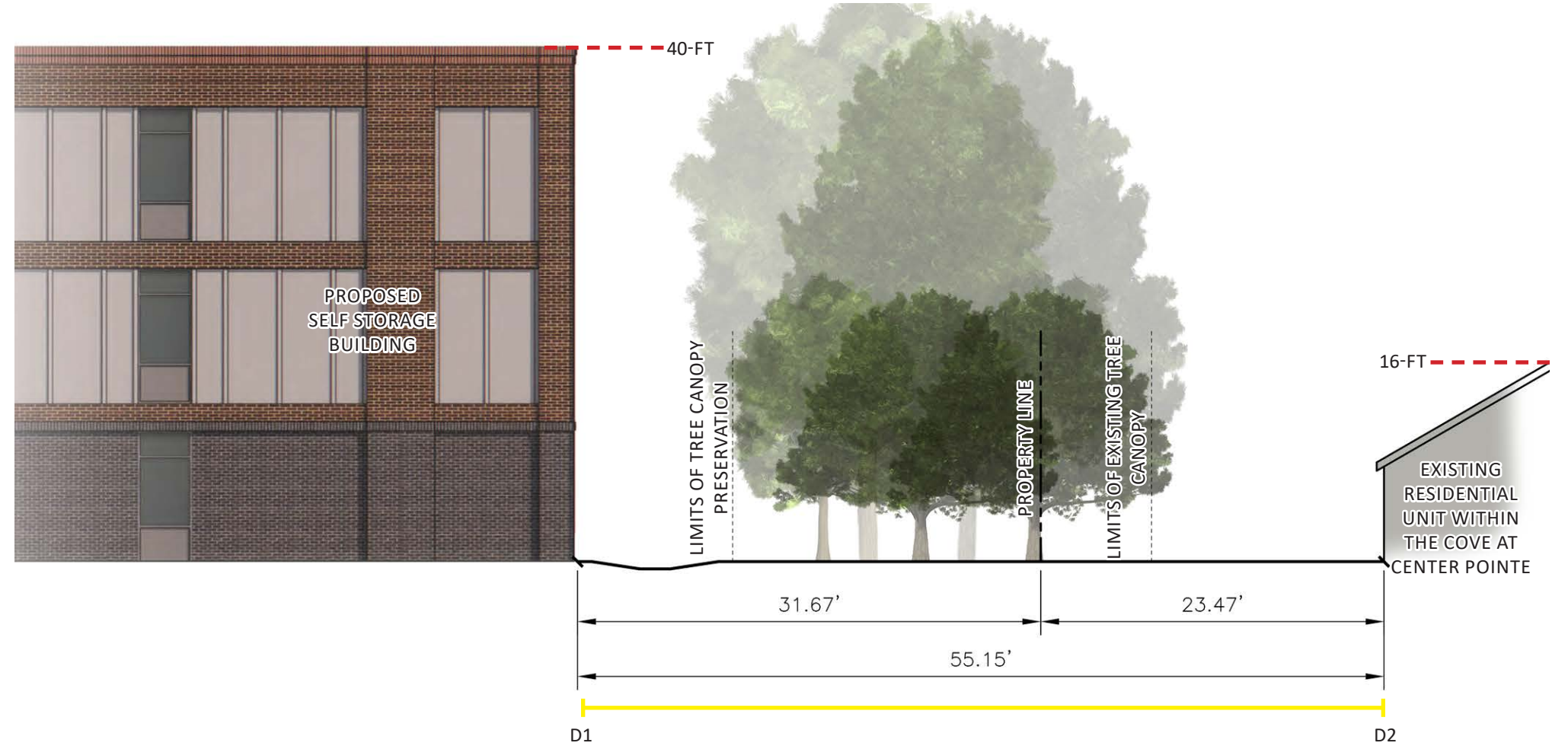
N.T.S. 





SITE KEY

N.T.S. 





MONUMENT MARKING
GEOGRAPHIC CENTER OF
TENNESSEE TO BE ZONED
(PCD)
±0.13 AC
AND PARCELED SEPARATELY

CLEANING EXISTING
VEGETATION
AROUND EXISTING
MONUMENT FENCE

PROPOSED
BENCH

RESTRIPING AND
ADDING CURBING
TO EXISTING
PARKING LOT

PROPOSED
BUS PARKING

Existing Monument Formal Open Space:

A monument marking the geographic center of the state of Tennessee resides on the property along Old Lascassas Road. The monument has an existing parking lot and is currently fenced off from the rest of the property and is approximately 0.13 acres in size. With this rezoning, a bus parking space is being provided to help remediate the current on-street bus parking. A sidewalk will be provided from the proposed bus parking space to the monument site. A Maintenance and Access Easement shall be recorded on this lot with the development owner becoming responsible for the maintenance and upkeep of the monument area. Additional signage shall be installed to direct bus traffic to the storage facility. The existing wrought iron fence shall remain, receiving proper maintenance. The development will be providing new curbs, parking striping, and parking island trees to the existing parking lot configuration at a minimum, with the final design improvements further developed during Site Plan Review. An adequate legal instrument shall be approved by City legal and recorded to ensure the long-term maintenance of the monument site concurrent with the recordation of a Final Plat Map when creating the various parcels.



EXISTING MONUMENT



VIEW OF MONUMENT SITE FROM OLD LASCASSAS ROAD



EXAMPLE OF SEATING

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 4 & 20 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 and RS-15. The surrounding area has a mixture of single-family and multi-family residential subdivisions. 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 27 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	639,823 s.f.	14.69 AC	100.00%
TOTAL MAXIMUM FLOOR AREA	66,000 s.f.	1.52 AC	10.32%
TOTAL LOT AREA	639,823 s.f.	14.69 AC	100.00%
TOTAL BUILDING COVERAGE	65,852 s.f.	1.51 AC	10.29%
TOTAL DRIVE/ PARKING AREA	280,578 s.f.	6.44 AC	43.85%
TOTAL RIGHT-OF-WAY	0 s.f.	0.00 AC	0.00%
TOTAL LIVABLE SPACE	359,245 s.f.	8.25 AC	26.15%
TOTAL OPEN SPACE	127,964 s.f.	2.94 AC	20.00%
TOTAL FORMAL OPEN SPACE	5,663 s.f.	0.13 AC	0.89%
FLOOR AREA RATIO (F.A.R.)	N/A	N/A	N/A
LIVABILITY SPACE RATIO (L.S.R.)	N/A	N/A	N/A
OPEN SPACE RATIO (O.S.R.)	N/A	N/A	N/A

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 & 20 discusses the 2040 Major Transportation Plan.

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

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is The Parks Group Commercial Real Estate. 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: Pages 12-18 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)	RS-15 (Existing)	CF (Most Relevant)	Proposed PCD	Difference
Residential Density				
Maximum Dwelling Units Multi-Family	2.9 D.U./Acre	None	None	N/A
Minimum Lot Area	15,000 SF	None	None	N/A
Minimum Lot Width	75'	None	None	N/A
Storage Facility Minimum Setback Requirements				
Minimum Front Setback (From Old Lascassas Road)	40'	42'	42'	0'
Minimum Front Setback (From Monument Property)	40'	42'	20'	-22'
Minimum Side Setback (3 - Story Building)	12.5'	*(10') 25'	30'	+5'
Minimum Side Setback (From Monument Property Line)	12.5'	*(10') 25'	20'	+10'
Minimum Side Setback (Covered Storage -Single Story)	12.5'	*(10') 25'	30'	+5'
Minimum Rear Setback	30'	*(20') 25'	30'	+5'
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%	20%	20%	0%
Minimum Formal Open Space Requirement	None	19,166 SF (3%)	Limits of Monument Parcel: 5,663 SF (.13AC)	-13,503 SF
Max Height	35'	45'	40'	-5

*Murfreesboro Zoning Ordinance Chart 2 Footnote #15: In the CF district, the minimum side yard or rear yard setback shall be as specified in Chart 2 unless the property abuts property in the RS, RD, RS-A, or PRD classification or the residential portion of land zoned in the PUD classification, in which case, the minimum setback shall be twenty-five feet from the common property line of the property in the RS, RD, RS-A, or PRD classification or the residential portion of land zoned in the PUD classification.

REQUESTED EXCEPTIONS:

1. Requesting an exception to Chart 1 End Note 16(e) to allow for self-service storage within 0-ft of a major intersection, a 300-ft reduction.
2. Requesting an exception to the shared property lines of the monument parcel to be a 20’ front setback to storage building behind monument parcel.
3. Requesting an exception to the requirement for formal open space be recognized at the preserved monument space (5,663 SF) in lieu of the required 19,166 SF on site, with site improvements determined at site plan review.
4. Requesting an exception to the tree island requirements in the parking storage areas. Trees typically required for these islands will be planted in an alternate locations on site.
5. Requesting an exception to the Architectural Design Guidelines to allow the buildings to have less than 35% window or void area on building’s facade surface area.
6. Requesting an exception to allow outdoor storage of Rv’s, trailers, cars, and boats in Phases 1 and 2 that exceeds 50% of all units in each phase.

MINUTES
OF THE CITY OF MURFREESBORO
PLANNING COMMISSION
City Hall, 111 W. Vine Street, Council Chambers
May 7, 2025, 6:00 PM

Members Present:

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

Staff Present:

Darren Gore, City Manager
Sam Huddleston, Asst. City Manager
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. Of Land Mgmt.& Plan.
Matthew Blomeley, Asst. Planning Dir.
Holly Smyth, Principal Planner
Brad Barbee, Principal Planner
Richard Donovan, Principal Planner
Marc Shackelford-Rowell, Planner
Adam Tucker, City Attorney
John Tully, Assistant City Attorney

1. Call to Order.

Chair Kathy Jones called the meeting to order at 6:00pm.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

None.

4. Approve Minutes of the April 16, 2025 Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the April 16, 2025 Planning Commission meeting; the motion was seconded by Mr. Tristan Carroll and carried by the following vote:

Aye: Jami Averwater
Tristan Carroll

MURFREESBORO PLANNING COMMISSION MINUTES

MAY 7, 2025

Ken Halliburton

Reggie Harris

Shawn Wright

Kathy Jones

Nay: None

5. Old Business:

a. Proposed amendment to the Zoning Ordinance [2025-802] related to regulations for institutional group assembly uses, including school uses, and pertaining to the following sections:

-Section 7: Site Plan Review

-Section 9: Standards for Special Permit Uses

-Section 19: Residential Districts

-Section 27: Landscaping and Screening

-Chart 1: Uses Permitted by Zoning District (and its endnotes); and

-Endnotes for Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios

City of Murfreesboro Planning Department applicant.

Mr. Matthew Blomeley and Mr. Darren Gore 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.

Vice-Chairman Ken Halliburton moved to approve the amendment subject to all staff comments; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Jami Averwater

Tristan Carroll

Ken Halliburton

Reggie Harris

Shawn Wright

Kathy Jones

Nay: None

6. Public Hearings and Recommendations to Council:

Zoning application [2025-406] for approximately 14.81 acres located along Old Lascassas Road to be rezoned from RS-15 (12 acres) and RS-10 (2.81 acres) to PCD (Lascassas Storage PCD), Patterson Company, LLC applicant.

Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of

MURFREESBORO PLANNING COMMISSION MINUTES

MAY 7, 2025

which is maintained in the permanent files of the Planning Department and is incorporated into these minutes by reference.

Mr. Brian Grover (landscape architect), Mr. Matt Taylor (design engineer), and Mr. Jackson Nichols (developer) were in attendance representing the application. Mr. Grover gave a presentation regarding the project.

Chair Kathy Jones opened the public hearing.

1. **Mr. Richard Richard of 1316 Charleston Boulevard** spoke about concerns over drainage and the development of the wetlands area.
2. **Mr. Mike Johnston of 2010 Windsor Street** spoke in opposition to the request. He brought up concerns over lighting and landscaping.
3. **Mr. Larry Gilliland of 1911 and 2007 Windsor Street** spoke about restrictions on open space and fencing.
4. **Ms. Donna Tackaberry of 1250 Charleston Boulevard** spoke about concerns over drainage.
5. **Ms. Claudia Sherer of 1907 Windsor Street** spoke about concerns over potential damage from blasting and hours of operation.
6. **Mr. Mike Hughes of 2003 Windsor Street** spoke in opposition to the request. He does not believe that the proposal is consistent with the future land use map. He asked several questions regarding blasting for underground utilities, the elevation of the site, the request for exemptions, drainage and a separate parcel being created for the monument.

There being no one else to speak for or against the request, Chair Kathy Jones closed the public hearing.

Mr. Taylor addressed questions regarding the stormwater plan, undeveloped land, lighting, hours of operation, the addition of buildings in the future, blasting, underground utilities, park use, widening the buffer, landscaping, and the second lot of record for the monument.

Chair Jones asked Mr. Taylor to elaborate on elevating the site. Mr. Taylor explained that by raising the buildings they could prevent blasting.

Mr. Carroll inquired about the existing pond. Mr. Taylor explained where the water would go if the pond overflowed.

MURFREESBORO PLANNING COMMISSION MINUTES

MAY 7, 2025

Mr. Carroll inquired about blasting. Mr. Taylor explained the State regulations.

Ms. Jami Averwater moved to approve the rezoning subject to all staff comments; the motion was seconded by Mr. Reggie Harris and carried by the following vote:

Aye: Jami Averwater

Tristan Carroll

Reggie Harris

Shawn Wright

Kathy Jones

Nay: None

Abstain: Ken Halliburton

Annexation petition and plan of services [2025-501] for approximately 13.74 acres located along Yeargan Road, Shane and Dewayne Beard applicants.

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

Mr. Brian Grover (landscape architect) was in attendance representing the application.

Chair Kathy Jones opened the public hearing.

There being no one to speak for or against the request, Chair Jones closed the public hearing.

Mr. Shawn Wright moved to approve the annexation and plan of services subject to all staff comments; the motion was seconded by Mr. Tristan Carroll and carried by the following vote:

Aye: Jami Averwater

Tristan Carroll

Ken Halliburton

Reggie Harris

Shawn Wright

Kathy Jones

Nay: None

Zoning application [2025-405] for approximately 13.26 acres located along Yeargan Road to be zoned RS-10 simultaneous with annexation, Shane and Dewayne Beard applicants.

Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent

ORDINANCE 25-OZ-21 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 14.81 acres located along Old Lascassas Road from Single-Family Residential Fifteen (RS-15) District and Single-Family Residential Ten (RS-10) District to Planned Commercial Development (PCD) District (Lascassas Storage PCD); Patterson Company, LLC, applicant, [2025-406].

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

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

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

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

Passed:

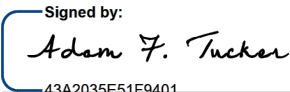
1st reading _____
2nd reading _____

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

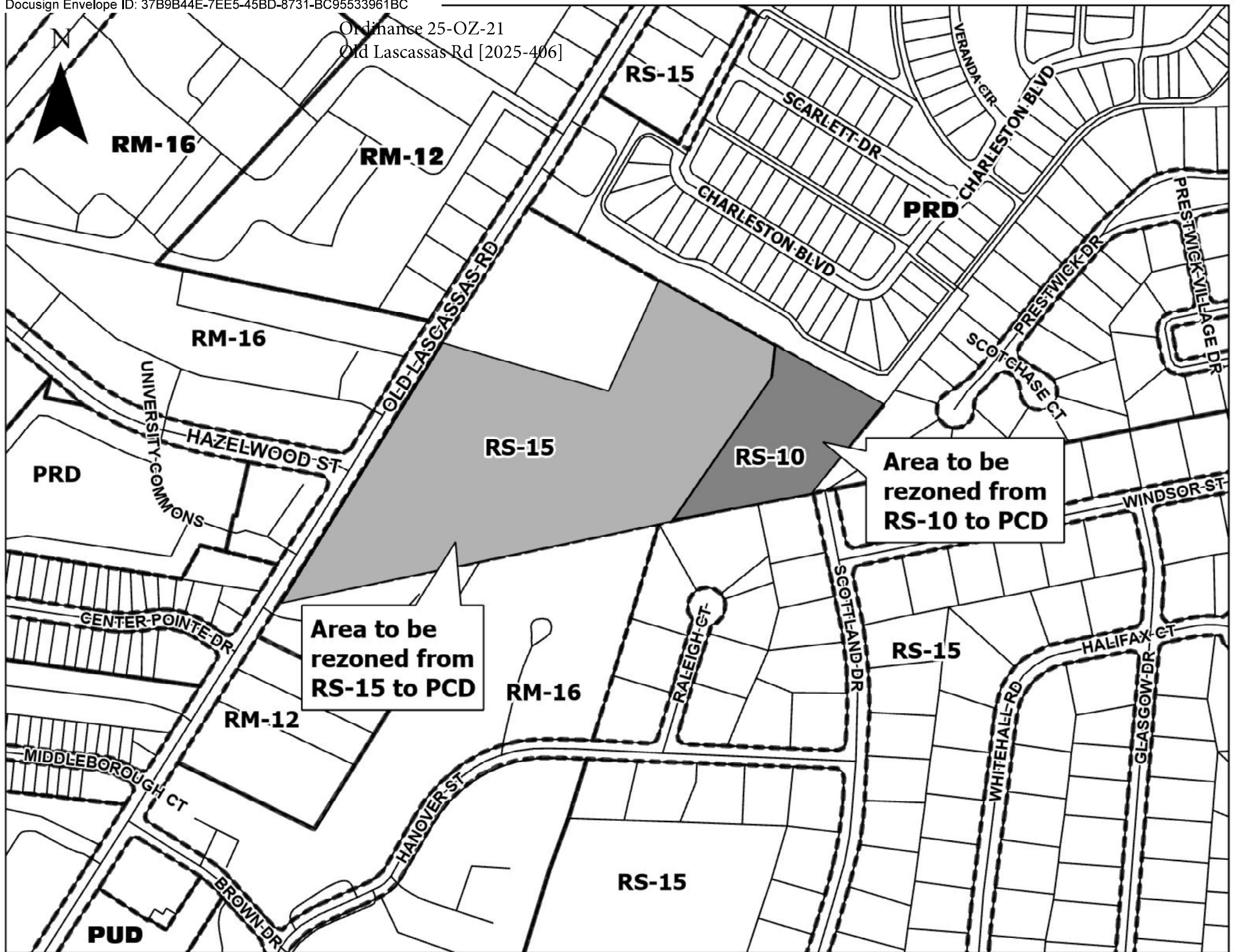
APPROVED AS TO FORM:

Signed by:


43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

Ordinance 25-OZ-21
Old Lascassas Rd [2025-406]



COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Amending the Zoning Ordinance – School and Institutional Group Assembly Uses
[First Reading]

Department: Administration

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Ordinance amending the Zoning Ordinance Sections 7, 9, 19, and 27 and Chart 1 (including Chart 1 endnotes) primarily regarding school and institutional group assembly uses.

Staff Recommendation

Enact the ordinance amendment.

The Planning Commission recommended approval of this ordinance amendment on May 7, 2025.

Background Information

The Planning Department presented an ordinance amendment [2025-802] regarding revisions to Sections 7, 9, 19, and 27 and Chart 1 (including Chart 1 endnotes) and pertaining primarily to school and institutional group assembly uses. During its regular meeting on April 9, 2025, the Planning Commission conducted a public hearing on this matter and then voted to defer action. At its regular meeting on May 7, 2025, the Planning Commission considered this matter under Old Business and then voted to recommend approval at that time.

On June 26, 2025, Council held a public hearing and voted to defer action because only four Council members were present.

Council Priorities Served

Establish Strong City Brand

This amendment will make the school approval process easier and more predictable to navigate and will strengthen the relationship between Rutherford County School Board ("RCS"), private school organizations, and the City.

Expand Infrastructure

This amendment allows the timelier approval of physical improvements to schools which will allow for the school systems and private schools to expand facilities in order to meet the educational needs of the community.

Attachments:

1. Ordinance 25-O-20
2. Planning Commission staff comments from 05/07/2025 meeting
3. Planning Commission minutes from 05/07/2025 meeting
4. Planning Commission staff comments from 04/09/2025 meeting
5. Planning Commission minutes from 04/09/2025 meeting

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 7, 2025
PROJECT PLANNER: MATTHEW BLOMELEY**

5.a. Proposed amendment to the Zoning Ordinance [2025-802] related to regulations for institutional group assembly uses, including school uses, and pertaining to the following sections:

- **Section 7: Site Plan Review;**
- **Section 9: Standards for Special Permit Uses;**
- **Section 19: Residential Districts;**
- **Section 27: Landscaping and Screening;**
- **Chart 1: Uses Permitted by Zoning District (and its endnotes); and**
- **Endnotes for Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios**

City of Murfreesboro Planning Department applicant.

The Planning Commission conducted a public hearing on this matter on April 9th, after which it voted to defer action. The April 9th Planning Commission staff comments have been included in the agenda packet for reference.

Based on the feedback provided by the Planning Commission at that meeting, Staff added to the draft ordinance amendment the following design standard for all school uses, whether allowed by right or via the planned development process:

Accessory uses to any school where machinery that generates noise is involved (e.g., certain trade classes, "shop" classes, auto repair classes, etc...) shall only be conducted indoors and inside of a building located at least 150' from any property line.

Also, at the April 9th meeting, Staff provided the Planning Commission with a list of school uses that were approved from 2021 to present. In order to provide additional context, Staff has done additional research and is providing a list of approved school uses dating back to 2015. This updated list follows this report.

Action Needed:

A draft of the language for the proposed ordinance amendment is included in the agenda packet for the Planning Commission's review. Because a public hearing has already been conducted, no additional public hearing before the Planning Commission is required. City Manager Darren Gore will be making a presentation on this proposed ordinance amendment. After the City Manager's presentation, the Planning Commission should discuss and then formulate a recommendation for City Council.

<u>Year</u>	<u>Project</u>	<u>Square-footage</u>	<u>Require rezoning to a PND under proposed ordinance?</u>
2015	Hobgood Elementary Building Addition	33,864	No
2016	Black Fox Elementary Building Addition	14,830	No
2017	Central Magnet Parking Addition	N/A	No
2017	Siegel High School Softball Building	5,000	No
2017	Siegel High School Building Addition	27,334	No
2017	Oakland Middle Bldg Addition/Athletic Fields	72,294	Yes
2018	PCA Building Additions	73,909	Yes
2019	Franklin Rd Athletic Fields (No Lights or Sound)	N/A	No
2022	MTCS Building Addition	23,551	No
2023	Oakland High School Building Addition	102,000	Yes
2023	Riverdale High School Building Addition	102,000	Yes
2023	MTCS Early Learning Center Building Addition	16,000	No
2023	Mitchell-Neilson Playground	N/A	No
2024	Reeves Rogers Building Addition	3,800	No
2024	Oakland High School Ag Barn	3,800	No
2024	Holloway High School Greenhouse	1,800	No
2024	Riverdale High School Ag Barn	2,280	No
2024	PCA Pre-K/Kindergarten Building	13,552	No

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
APRIL 9, 2025
PROJECT PLANNER: MATTHEW BLOMELEY**

5.c. Proposed amendment to the Zoning Ordinance [2025-802] related to regulations for institutional group assembly uses, including school uses, and pertaining to the following sections:

- **Section 7: Site Plan Review;**
- **Section 9: Standards for Special Permit Uses;**
- **Section 19: Residential Districts;**
- **Section 27: Landscaping and Screening;**
- **Chart 1: Uses Permitted by Zoning District (and its endnotes); and**
- **Endnotes for Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios**

City of Murfreesboro Planning Department applicant.

The Planning Department was tasked with studying the City's review and approval process for new school facilities and expansions thereto in order to determine whether improvements could be made to the regulations and approval process. Staff determined that there were some efficiencies that could be achieved in the approval process via a Zoning Ordinance amendment. In addition, the Zoning Ordinance amendment could address other current gaps in the ordinance pertaining to school uses and institutional group assembly uses. This potential amendment seeks to streamline the school use approval process and create more predictability for the school systems.

Significant changes, as proposed, are identified below:

- 1) Eliminates the special use permit process for all school uses, which effectively eliminates submitting new school facilities and expansions to the Board of Zoning Appeals for review and approval.
- 2) Allows existing school uses and expansions thereto by right in all zoning districts, except P (Park), and sets forth clear design standards to create predictability for all involved, including a Type C buffer when the school use is adjacent to existing single-family residential uses or zoning.
- 3) However, there are several instances where rezoning to a PND (Planned Institutional Development) would be required. Rezoning process is governed by the Planning Commission and City Council, rather than the Board of Zoning Appeals. Such instances are as follows:

April 9th Planning Commission Staff Comments for Reference

- a) The use has never previously been established on the subject property;
 - b) A building expansion or an accessory structure with a gross floor area of 50,000 ft² or greater is proposed; or
 - c) One or more athletic or recreation fields with lighting or amplified sound are proposed.
- 4) Sets forth design requirements for school uses in the PND zone that are consistent with those for school uses in traditional bulk zoning districts, including a Type C buffer when the school use is adjacent to existing single-family residential uses or zoning; however, as with all planned developments, allows the Planning Commission and City Council the flexibility to grant exceptions to the requirements during the planned development review and approval process when warranted and to place any additional conditions on the approval needed to ensure that the use is compatible with the surrounding area.
 - 5) Site plan approval for school uses would predominantly follow an administrative review procedure. However, Planning Commission site plan review and approval would be required in the same instances identified in 3a-3c above.
 - 6) Modifies requirements for other types of institutional group assembly uses to exclude school uses but generally aligns the design standards for such uses with the design standards for school uses.
 - 7) Recommends but does not require irrigation for school uses.
 - 8) Creates additional flexibility for building height for school and church uses after having observed the need for such over the last several years.

This amendment is intended to make the school approval process easier and more predictable to navigate. It is also intended to allow the timelier approval of physical improvements to schools, which will allow for the school systems and private schools to expand facilities in order to meet the educational needs of the community.

As requested at the March 19th Planning Commission meeting, Staff will have additional information at the meeting pertaining to sizes of recent school additions.

Action Needed:

A draft of the language for the proposed ordinance amendment is included in the agenda packet for the Planning Commission's review. The Planning Commission should conduct a public hearing and then formulate a recommendation for City Council.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 9, 2025

6:00 P.M.

CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Sloane Lewis, Planner
Marc Shackelford-Rowell, Planner
Carolyn Jaco, Recording Assistant
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 March 19, 2025 Planning Commission meeting.

The minutes from the March 19, 2025 Planning Commission meeting were withdrawn from the Agenda by Staff.

5. Public Hearings and Recommendations to Council:

Zoning application [2025-404] to amend the Parkway Place PID on approximately 151 acres located on along Joe B Jackson Parkway, Richard Reeves Drive, and Logistics Way, Swanson Developments, LP applicant. Ms.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 9, 2025

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

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

Proposed amendment to the Zoning Ordinance [2025-802] related to regulations for institutional group assembly uses, including school uses, and pertaining to the following sections:

☐ Section 7: Site Plan Review;

☐ Section 9: Standards for Special Permit Uses;

☐ Section 19: Residential Districts;

☐ Section 27: Landscaping and Screening;

☐ Chart 1: Uses Permitted by Zoning District (and its endnotes); and

☐ Endnotes for Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios

City of Murfreesboro Planning Department applicant.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 9, 2025

Mr. Matthew Blomeley 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.

- 1. Dr. Andrew Sheets, Head of School at Providence Chrisitan Academy –**
stated he was in favor of this proposal.

Chair Kathy Jones closed the public hearing.

The Planning Commission began discussing the square-footage threshold, different type of educational accessory uses, and portable buildings at schools.

Regarding conditions of approval for previously-approved special use permits for schools, Mr. John Tully stated this amendment provides a process to revisit those conditions. If a school wants to revisit any BZA requirements previously required, they can apply to rezone the school as a planned development.

There being no further discussion, Vice-Chairman Ken Halliburton made a motion to defer the proposed ordinance amendment; the motion was seconded by Mr. Reggie Harris and carried by the following vote:

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

Nay: None

MINUTES
OF THE CITY OF MURFREESBORO
PLANNING COMMISSION
City Hall, 111 W. Vine Street, Council Chambers
May 7, 2025, 6:00 PM

Members Present:

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

Staff Present:

Darren Gore, City Manager
Sam Huddleston, Asst. City Manager
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. Of Land Mgmt.& Plan.
Matthew Blomeley, Asst. Planning Dir.
Holly Smyth, Principal Planner
Brad Barbee, Principal Planner
Richard Donovan, Principal Planner
Marc Shackelford-Rowell, Planner
Adam Tucker, City Attorney
John Tully, Assistant City Attorney

1. Call to Order.

Chair Kathy Jones called the meeting to order at 6:00pm.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

None.

4. Approve Minutes of the April 16, 2025 Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the April 16, 2025 Planning Commission meeting; the motion was seconded by Mr. Tristan Carroll and carried by the following vote:

Aye: Jami Averwater
Tristan Carroll

MURFREESBORO PLANNING COMMISSION MINUTES

MAY 7, 2025

Ken Halliburton

Reggie Harris

Shawn Wright

Kathy Jones

Nay: None

5. Old Business:

a. Proposed amendment to the Zoning Ordinance [2025-802] related to regulations for institutional group assembly uses, including school uses, and pertaining to the following sections:

-Section 7: Site Plan Review

-Section 9: Standards for Special Permit Uses

-Section 19: Residential Districts

-Section 27: Landscaping and Screening

-Chart 1: Uses Permitted by Zoning District (and its endnotes); and

-Endnotes for Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios

City of Murfreesboro Planning Department applicant.

Mr. Matthew Blomeley and Mr. Darren Gore 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.

Vice-Chairman Ken Halliburton moved to approve the amendment subject to all staff comments; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Jami Averwater

Tristan Carroll

Ken Halliburton

Reggie Harris

Shawn Wright

Kathy Jones

Nay: None

6. Public Hearings and Recommendations to Council:

Zoning application [2025-406] for approximately 14.81 acres located along Old Lascassas Road to be rezoned from RS-15 (12 acres) and RS-10 (2.81 acres) to PCD (Lascassas Storage PCD), Patterson Company, LLC applicant.

Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of

ORDINANCE 25-O-20 amending Murfreesboro City Code Appendix A, Zoning, Sections 7, 9, 19, 27, Chart 1, Chart 1 Endnotes and Chart 2 Endnotes, pertaining to school uses, City of Murfreesboro Planning Staff, applicant [2025-802]

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

SECTION 1. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended at subsection (D)(2), by adding the following new subsection (e) as follows:

- (e) all site plans for the use “public or private schools, grades K-12” only when:
 - [1] such use has never previously been established on the subject property;
 - [2] a building expansion or an accessory structure with a gross floor area of 50,000 square feet or greater is proposed;
 - [3] one or more athletic fields with lighting or amplified sound are proposed;
 - [4] there are off-site transportation, traffic, or drainage improvements associated with such site plan either required by the City or offered by the applicant; or
 - [5] new sanitary sewer connections are proposed, in which case the Planning Director shall have the authority to require Planning Commission review of a site plan if he/she determines that the public interest would be served thereby.

SECTION 2. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended at subsection (D)(4), by changing the existing subsection (g) to (h) and adding a new subsection (g) as follows:

- (g) all site plans for the use “public or private schools, grades K-12” involving building additions or accessory structures of less than 50,000 square feet and/or other miscellaneous site modifications (e.g. parking lot additions, on-site drainage improvements, athletic fields with no lighting or sound amplification, etc.).

SECTION 3. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended by deleting subsection (J) Period of Validity, in its entirety and substituting in lieu thereof:

- (J) *Period of Validity.* The State law regarding vested property rights (T.C.A. 13-4-310, effective June 1, 2024), as it may be amended from time to time, shall govern the period of validity for both Planning Commission and administrative site plan approvals.

SECTION 4. Appendix A, Section 9, Standards for Special Permit Uses, of the Murfreesboro City Code is hereby amended by deleting subsection (D)(2)(zz) in its entirety and substituting in lieu thereof the following:

- (zz) Institutional group assembly uses, including recreational fields, public buildings, lodges, country clubs, clubs, churches, and other places of worship,

but excluding public or private schools grades K-12, shall be subject to the following additional standards:

- [1] Parking areas shall be designed and arranged so that backing from the site onto a public right-of-way will not be necessary and adequate space will be available for vehicles to turn around on-site. An on-site off-street area shall be provided for vehicles to load and unload passengers. Parking areas shall not be permitted in the required front yard;
- [2] In all residential districts an institutional group assembly use shall have a lot size not less than three times the minimum lot size permitted in the zoning district where the institutional group assembly use is proposed to be located. In the event the institutional group assembly use is proposed to be located on land that has two or more different zoning classifications, the minimum lot size shall be calculated by applying the larger required minimum lot size;

<u>Examples:</u>				
<u>MINIMUM ZONING DISTRICT</u>	<u>MINIMUM LOT SIZE (SQ. FT.)</u>	<u>LOT SIZE ACRES</u>	<u>X 3</u>	<u>ACRES</u>
RS-15	15,000	0.34	45,000	1.03
RS-12	12,000	0.28	36,000	0.83
RS-10	10,000	0.22	30,000	0.69
RS-8	8,000	0.18	24,000	0.55
RS-4	4,000	0.09	12,000	0.28
R-D	4,000	0.09	12,000	0.28
R-MO	4,000	0.09	12,000	0.28

- [3] On-site lighting for parking areas, fields for athletics, scoreboards, and grounds shall be arranged in such a manner as to minimize intrusion of lighting into areas zoned or used for residential or medical purposes. To this end, a plan depicting the proposed location of on-site exterior lighting fixtures shall be submitted for review by staff and the BZA. Such plan shall depict the arrangement of the lighting fixtures, their height, their specifications, the direction in which lighting will be oriented, and photometrics. Additional information may be required by the staff or the BZA in order to verify whether the lighting will be intrusive into areas zoned or used for residential or medical purposes;
- [4] Applications for an institutional group assembly use shall indicate the proposed locations of garbage dumpsters or receptacles. These facilities shall be located in such a manner as to minimize adverse effects upon neighboring properties and aesthetics from the public right-of-way. The use of dumpsters may be prohibited in the event the BZA determines that such would have a detrimental effect upon the adjacent property;
- [5] A Type C landscape buffer shall be required to screen the proposed use from any property zoned or used for single-family residential purposes (including single-family residential portions of an approved PUD), regardless of the zoning of the institutional group assembly use property. In the event of new building expansions, accessory structures, or other miscellaneous site improvements, the Type C buffer shall only be required in the area of such expansions or improvements. However, the BZA may require additional screening requirements if necessary to mitigate adverse impacts on adjacent residential properties;
- [6] The number of required parking spaces provided on-site shall be in accordance with Chart 4 of this article, provided, however, if the applicant can present evidence satisfactory to the BZA that a substantial portion of the expected users will arrive at the institutional

- group assembly use by bus, bicycle, walking, or by carpooling or that off-street parking areas on adjacent or nearby properties will be available on a long-term basis, the BZA shall have authority to determine the number of required parking spaces to be provided on-site. The BZA may require that a reserve area be retained on-site for future expansions of the parking area;
- [7] An application for a special use permit for an institutional group assembly use shall be accompanied by a description of uses or activities proposed for the facility which may be subject to separate regulation or which may result in unusual traffic patterns, traffic volumes, or other detrimental impacts upon adjacent properties, including but not necessarily limited to those uses which would require a special permit if not a part of the institutional group assembly use;
 - [8] The BZA shall have authority to approve an on-site location with water, sewer, and electric utility connections for accommodations for travel trailers or R.V.s (recreational vehicles) for use by visiting or traveling speakers or guests associated with the institutional group assembly use. Provided, however, such location for travel trailers or R.V.s shall not be permitted for use as a permanent residential dwelling unit;
 - [9] The BZA shall have the authority to grant variances to the standards imposed by this subsection for temporary or short-term uses of property for the institutional group assembly use purposes. In such cases, the BZA may impose conditions of approval to ensure the compatibility of the short-term land use with other property in the vicinity of the proposed use;
 - [10] The application for a special use permit for an institutional group assembly use shall indicate any intentions for the use of systems for the external broadcast or amplification of speech, music, or other sounds. If such are proposed, the applicant shall indicate the times of day and duration of their proposed use. The BZA shall have the authority to place restrictions upon their use in order to minimize excessive noise from intruding upon neighboring properties especially those zoned or used for residential purposes. In no event shall the BZA approve the use of such which would be in violation of the City Code or ordinances regulating noise. BZA approval does not constitute a waiver of any City Code or ordinances regulating noise;
 - [11] The building height of all principal and accessory buildings shall be limited to what is permitted by Chart 2 of the Zoning Ordinance and its endnotes. However, the BZA may approve building height that exceeds the above noted standards as a function of the special use permit, provided it finds that the use will still comply with the Standards of General Applicability in Section 9 of this article. Regardless, no special use permit shall grant authority for such a structure to exceed the maximum height requirements denoted in the Airport Overlay District;
 - [12] The development plans for such use shall comply with any requirements set forth by the State Fire Marshal and/or the City Fire Marshal, as applicable; and
 - [13] Where existing development on the subject property has failed to comply with conditions set forth in a prior approval or where there are current zoning or code violations on the subject property, such violation shall be grounds for denial of the application for said use.

SECTION 5. Appendix A, Section 19, Residential Districts, of the Murfreesboro City Code is hereby amended by removing all references to “schools”.

SECTION 6. Appendix A, Section 27, Landscaping and Screening, of the Murfreesboro City Code is hereby amended at subsection (M) by adding subsection (3) as follows:

- (3) Irrigation is recommended but not required to ensure the viability of required plantings at uses identified in Chart 1 of this article as “public or private schools, grades K-12.” However, the property owner and successor property owners for such uses shall be responsible for maintaining all required landscaping in perpetuity.

SECTION 7. Appendix A, Chart 1, Uses Permitted, of the Murfreesboro City Code is hereby amended within the “Institutions” section by deleting the line for “School, Public or Private, Grades K-12” in its entirety and substituting in lieu thereof line identified in the attached Exhibit A.

SECTION 8. Appendix A, Chart 1 Endnotes, Uses Permitted, of the Murfreesboro City Code is hereby amended by deleting Endnote 13 in its entirety and substituting in lieu thereof the following:

- 13. Institutional group assembly uses, including recreational fields, public buildings, lodges, country clubs, clubs, churches, and other places of worship but excluding public or private schools grades K-12, and expansions/additions thereto, where permitted by right, shall meet the following standards:
 - (a) Parking areas shall be designed and arranged so that backing from the site onto a public right-of-way will not be necessary and adequate space will be available for vehicles to turn around on-site. An on-site off-street area shall be provided for vehicles to load and unload passengers. Parking areas shall not be permitted in the required front yard.
 - (b) In all residential districts, institutional group assembly uses shall have a lot size not less than three times the minimum lot size permitted in the zoning district where the institutional group assembly use is proposed to be located. In the event the institutional group assembly use is proposed to be located on land that has two or more different zoning classifications, the minimum lot size shall be calculated by applying the larger required minimum lot size.

<u>Examples:</u>				
<u>ZONING</u>	<u>MINIMUM LOT SIZE</u>	<u>MINIMUM LOT SIZE</u>	<u>X 3</u>	<u>ACRES</u>
RM-12	7,500	0.17	22,500	0.52
RM-16	6,000	0.14	18,000	0.41

- (c) An institutional group assembly use may:
 - (1) conduct a use that is subject to separate definition under this Zoning Ordinance or regulation, e.g., childcare facility or mission for the homeless;
 - (2) use equipment producing noise audible upon residential property, e.g., outdoor speaker system, carillon, chimes, bells; or,
 - (3) construct exterior water, sewer, and electric utility connections for trailers or recreational vehicles only after a special use permit to that affect has been granted by the Board of Zoning Appeals.
- (d) A Type C landscape buffer shall be required to screen the proposed use from any property zoned or used for single-family residential purposes (including single-family residential portions of an approved PUD),

- regardless of the zoning of the institutional group assembly property. In the event of new building expansions, accessory structures, or other miscellaneous site improvements at the institutional group assembly use, the Type C buffer shall only be required in the area of such improvements.
- (e) The development plans for such use shall comply with any requirements set forth by the State Fire Marshal and/or the City Fire Marshal, as applicable.
 - (f) Where existing development on the subject property has failed to comply with conditions set forth in a prior approval or where there are current zoning or code violations on the subject property, such violation shall be grounds for denial of the application for said use.
 - (g) The building height of all principal and accessory buildings shall be limited to what is permitted by Chart 2 of the Zoning Ordinance and its endnotes and Section 25 of the Zoning Ordinance, respectively. Regardless, no structure shall exceed the maximum height requirements denoted in the Airport Overlay District.

SECTION 9. Appendix A, Chart 1 Endnotes, Uses Permitted, of the Murfreesboro City Code is hereby amended by adding new Endnotes 34 and 35 as follows:

34-1. Rezoning to PND or PUD (whichever is more appropriate for the respective situation, as determined by the Zoning Administrator) for the use “public or private schools, grades K-12” shall be required in the following circumstances; otherwise, the use shall be permitted by right:

- (a) The use has never previously been established on the subject property;
- (b) A building expansion or an accessory structure with a gross floor area of 50,000 square feet or greater is proposed; or
- (c) One or more athletic or recreation fields with lighting or amplified sound are proposed.

34-2. PND and PUD zoning applications for the use “public or private schools, grades K-12”, shall meet the following standards, in addition to all other applicable standards found elsewhere in this article (but excluding any exceptions to such regulations noted as a part of the approved PND or PUD zoning):

- (a) Parking areas shall be designed and arranged so that backing from the site onto a public right-of-way will not be necessary and adequate space will be available for vehicles to turn around on-site. An on-site off-street area shall be provided for vehicles to load and unload passengers. Parking areas shall not be permitted in the required front yard.
- (b) A Type C landscape buffer shall be required to screen the proposed use from any property zoned or used for single-family residential purposes (including single-family residential portions of an approved PUD). In the event of new building expansions, accessory structures, or other miscellaneous site improvements, the Type C buffer shall only be required in the area of such improvements.
- (c) An on-site location with water, sewer, and electric utility connections for accommodations for travel trailers or R.V.s (recreational vehicles) for use by visiting or traveling speakers or guests associated with the public and private school, grades K-12 use may be provided. However, such location for travel trailers or R.V.s shall not be permitted for use as a permanent residential dwelling unit.
- (d) The development plans for such use shall comply with any requirements set forth by the State Fire Marshal and/or the City Fire Marshal, as applicable.

- (e) Where existing development on the subject property has failed to comply with conditions set forth in a prior approval or where there are current zoning or code violations on the subject property, such violation shall be grounds for denial of the application for said use.
 - (f) The building height of all principal and accessory buildings, excluding light fixtures accessory to recreation fields, shall be limited to what is permitted by Chart 2 of the Zoning Ordinance and its endnotes and Section 25 of the Zoning Ordinance, respectively. However, exceptions to the maximum building height may be granted as part of the approval of the PND or PUD zoning. Regardless, no approval shall grant authority for such a structure to exceed the maximum height requirements denoted in the Airport Overlay District.
 - (g) Light fixtures associated with recreation fields that are accessory to a public or private school, grades K-12 shall not exceed eighty (80) feet in height. However, the maximum height for such light fixtures may be less than eighty (80) feet in height if further restricted by the maximum height requirements of the Airport Overlay District.
 - (h) The minimum yard requirements shall be as follows:
 - Front = 40 feet;
 - Sides = 12.5 feet; and
 - Rear = 30 feet.
 - (i) If the use has previously been granted a special use permit by the Board of Zoning Appeals on the site, then any conditions placed on the approval of the special use permit shall remain in effect unless the approved PND or PUD contains an exception to such conditions, but only (where applicable) in the area(s) specified in the special use permit. Unless the approved PND or PUD contains an exception, any subsequent development on the property must comply with any such conditions that apply to the entirety of the site, and any other conditions in the special use permit may be extended to the subsequent development area at the discretion of the Planning Commission and/or City Council.
 - (j) Prior to the approval of any site plan, the applicant shall enter into a development agreement with the City for any off-site public infrastructure improvements required in conjunction with the application.
 - (k) Accessory uses to any school where machinery that generates noise is involved (e.g., certain trade classes, "shop" classes, auto repair classes, etc...) shall only be conducted indoors and inside of a building located at least 150' from any property line.
35. Expansions, building additions, accessory structures, site modifications, and the like for the use "public or private schools, grades K-12", where permitted by right, shall meet the following standards, in addition to all other applicable standards found elsewhere in this article:
- (a) Parking areas shall be designed and arranged so that backing from the site onto a public right-of-way will not be necessary and adequate space will be available for vehicles to turn around on-site. An on-site off-street area shall be provided for vehicles to load and unload passengers. Parking areas shall not be permitted in the required front yard.
 - (b) A Type C landscape buffer shall be required to screen the proposed use from any property zoned or used for single-family residential purposes (including single-family residential portions of an approved PUD) regardless of the zoning of the school property. In the event of new building expansions, accessory structures, or other miscellaneous site improvements, the Type C buffer shall only be required in the area of such improvements.
 - (c) An on-site location with water, sewer, and electric utility connections for accommodations for travel trailers or R.V.s (recreational vehicles) for use by visiting or traveling speakers or guests associated with the public and

private school, grades K-12 use may be provided. However, such location for travel trailers or R.V.s shall not be permitted for use as a permanent residential dwelling unit.

- (d) The development plans for such use shall comply with any requirements set forth by the State Fire Marshal and/or the City Fire Marshal, as applicable.
- (e) Where existing development on the subject property has failed to comply with conditions set forth in a prior approval or where there are current zoning or code violations on the subject property, such violation shall be grounds for denial of the application for said use.
- (f) The building height of all principal and accessory buildings shall be limited to what is permitted by Chart 2 of the Zoning Ordinance and its endnotes and Section 25 of the Zoning Ordinance, respectively. Regardless, no structure shall exceed the maximum height requirements denoted in the Airport Overlay District.
- (g) If the use has previously been granted a special use permit by the Board of Zoning Appeals on the site, then any such conditions placed on the approval of the special use permit shall remain in effect and any subsequent development on the property must comply with those conditions.
- (h) Prior to the approval of the site plan, the applicant shall enter into a development agreement with the City for any off-site public infrastructure improvements required in conjunction with the application.
- (i) Accessory uses to any school where machinery that generates noise is involved (e.g., certain trade classes, "shop" classes, auto repair classes, etc...) shall only be conducted indoors and inside of a building located at least 150' from any property line.

SECTION 10. Appendix A, Chart 2 Endnotes, Minimum Lot Requirements, Minimum Yard Requirements and Land Use Intensity Ratios, of the Murfreesboro City Code is hereby amended by deleting subsection Endnote 16 in its entirety and substituting in lieu thereof the following:

- 16. Principal buildings associated with the uses identified in Chart 1 of this article as "church" or "public or private school, grades K-12" in the RS-15, RS-12, RS-10, RS-8, RS-6, RS-4, RS-A, R-D, RM-12, RM-16, R-MO, OG, OG-R, CL, and CF zones shall be permitted up to a maximum height of fifty (50) feet, provided that the use is located on a lot of at least five (5) acres and that any part of such building that exceeds thirty-five (35) feet in height is located at least one-hundred (100) feet from the nearest property zoned or used for single-family residential purposes (including single-family residential portions of an approved PUD). Provided, furthermore, however, that ornamental towers for churches in the RS-15, RS-12, RS-10, RS-8, RS-6, RS-4, RS-A, R-D, RM-12, RM-16, R-MO, CM, CM-R, OG, CL, CF, and CU zones shall be permitted up to a maximum height of seventy (70) feet. Plans for ornamental towers shall be prepared by an engineer registered in the State of Tennessee and designed in accordance with the currently adopted building codes set forth in Murfreesboro City Code Chapter 7.

SECTION 11. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____


ATTEST:

Erin Tucker
City Recorder

SEAL

Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:


43A2035E61F0401...
Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Plan of Services, Annexation, and Zoning for property along
Yeargan Road
[First Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Annexation and zoning of approximately 13.74 acres located along the north side of Yeargan Road east of its intersection with Ashley Drive.

Staff Recommendation

Approve the Plan of Services and annexation.

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the plan of services, annexation, and the zoning request on May 7, 2025.

Background Information

Shane and Dewayne Beard initiated a petition of annexation [2025-501] for approximately 13.74 acres located along the north side of Yeargan Road. The City developed its plan of services for this area. Additionally, Shane and Dewayne Beard presented to the City a zoning application [2025-405] for the same 13.74 acres to be zoned RS-10 (Single-Family Residential District 10) simultaneous with annexation. During its regular meeting on May 7, 2025, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

On June 26, 2025, Council held public hearings and voted to defer action because only four Council members were present.

Council Priorities Served

Improve Economic Development

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

Attachments:

1. Resolution 25-R-PSA-22
2. Ordinance 25-OZ-22
3. Maps of the area
4. Planning Commission staff comments from the 05/07/2025 meeting
5. Planning Commission minutes from 05/07/2025 meeting
6. Plan of Services
7. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 7, 2025
PROJECT PLANNER: RICHARD DONOVAN**

6.b. Annexation petition and plan of services [2025-501] for approximately 13.74 acres located along Yeargan Road, Shane and Dewayne Beard applicants.

Shane and Dewayne Beard have submitted a petition requesting annexation of their property into the City of Murfreesboro. The annexation area includes one parcel located on the north side of Yeargan Road. The annexation area also includes approximately 610 linear feet of Yeargan Road right-of-way. The Rutherford County Highway Commission reviewed and consented to the annexation of the right-of-way segment of Yeargan Road at its March 3, 2025 meeting. The parcel is currently vacant. The total annexation study area is approximately 13.74 acres.

The annexation study area includes the following areas:

- Tax Map 124, Parcel 035.08 (13.26 acres)
- Yeargan Road right-of-way (0.48 acres)

The applicant has submitted a companion zoning application to rezone the subject property to an RS-10 designation. This rezoning would permit the 13.26 acres to be subdivided further potentially into twenty-one lots as shown on the provided concept plan. It should be noted that the concept plan submitted is for illustrative purposes only and approval of the annexation and zoning does not convey any type of approval of the concept plan.

The annexation study area is located within the City of Murfreesboro's Urban Growth Boundary. The annexation area is contiguous with the City Limits along its northern and western boundaries. The Murfreesboro 2035 Comprehensive Plan, Chapter 4: Future Land Use Map identifies a "Service Infill Line"; this line is to help facilitate growth and development in the City in an orderly, planned, and sustainable manner and to help plan for future City services. This annexation study area is located within the Service Infill area.

Staff has drafted a plan of services, which is included in the agenda packet. It details how and when services can be extended to the property, if annexed. Due to its close proximity to the existing City limits, it will be relatively easy to extend services to the subject property, except for sanitary sewer service. The property seeking annexation will need to work with neighboring developments, Magnolia Grove or Prater Farms, to extend sanitary sewer to the subject property. The timeline for the gravity sewer

to reach the proposed development is currently unknown, and all main line extensions are the financial responsibility of the developer.

Staff recommendation:

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

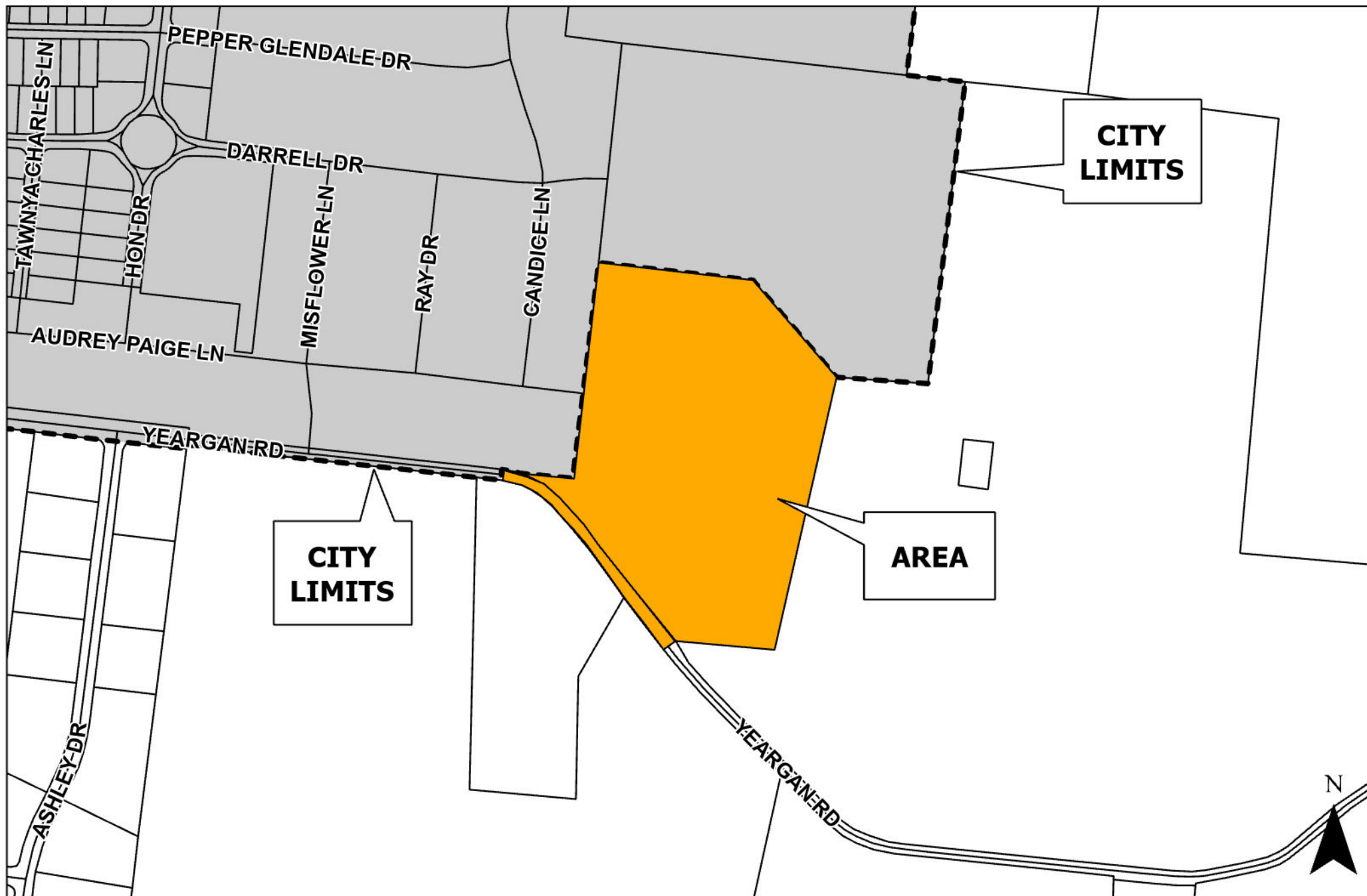
- 1) The subject property is contiguous with the existing City Limits.
- 2) It is located within the Urban Growth Boundary and within the Service Infill Area.
- 3) Services can be extended to the subject property upon annexation.

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:

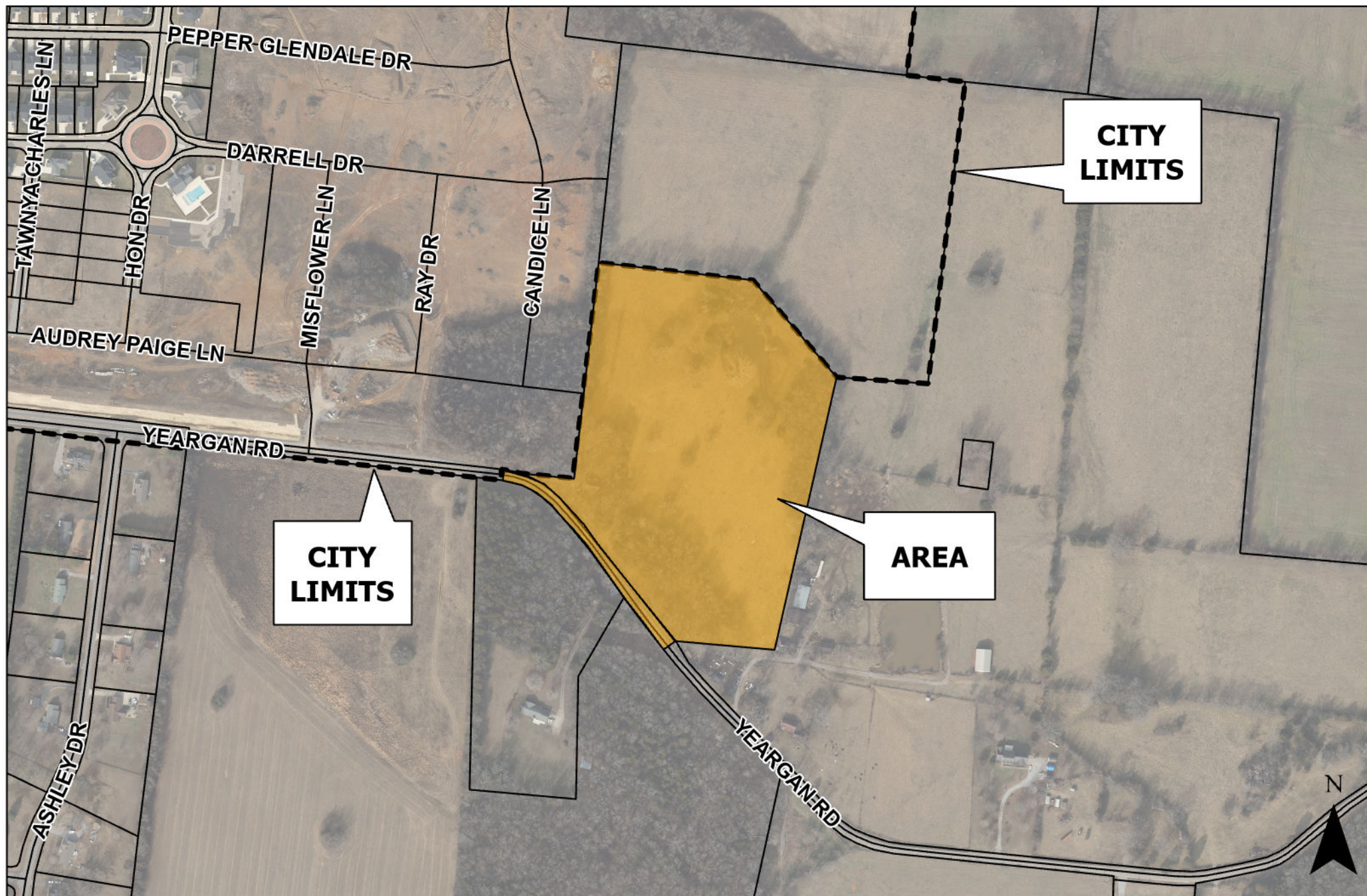
Ortho Map
Non-ortho maps
Annexation Petition
Plan of Services



Annexation Request for property along Yeargan Road

0 240 480 960 1,440 1,920 US Feet

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



Annexation Request for property along Yeargan Road

0 240 480 960 1,440 1,920 US Feet

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

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. DONALD DWAYNE BEARD OWNER

Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: [Signature] Status: _____ Date: 2-12-25

2434 MEADOWHILL DR, Murfreesboro, TN
Mailing Address (if not address of property to be annexed)

2. DONALD SHANE BEARD OWNER

Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: [Signature] Status: _____ Date: 2-12-25

308 PARAGON DR, Bull Buckle, TN
Mailing Address (if not address of property to be annexed)

3.

Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

4.

Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: ✓ Yes

Power of Attorney applies and is attached: _____ Yes ✓ No

Consent for Annexation of Public Right-of-Way by the City of Murfreesboro

The City of Murfreesboro, Tennessee has initiated an annexation study of public right-of-way as shown on the attached Exhibit, which specifically includes that segment of Yeargan Road directly in front of Tax Map 124, Parcel 03508 (i.e., from the eastern boundary of the Magnolia Grove Subdivision tract to the western boundary of the property identified as 3650 Yeargan Road) totaling approximately 610 linear feet ("County Right-of-Way"), such section being a portion of the prescriptive/platted right-of-way for Yeargan Road shown in the current Rutherford County Highway Department Road Book. The undersigned, a duly authorized official of Rutherford County, Tennessee, hereby certifies that, at a public meeting held on March 3, 2025 and in furtherance of the requirements set forth in Tenn.Code Ann. § 6-51-1014, the Rutherford County Highway Commission consented to the annexation of the County Right-of-Way by the City of Murfreesboro, Tennessee.

WITNESS MY HAND this 3 day of March 2025.



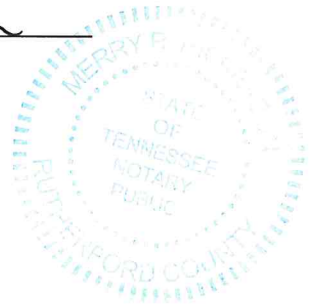
Greg Brooks

Rutherford County Road Superintendent

Sworn to and subscribed before me, a notary public in and for said county and state in Murfreesboro, Tennessee on the 3 day of March 2025.


NOTARY PUBLIC

My Commission Expires: 4-15-2028





ELKINS SURVEYING COMPANY

520 WEST LYTTLE ST. SUITE B
MURFREESBORO, TN 37130

Legal Description

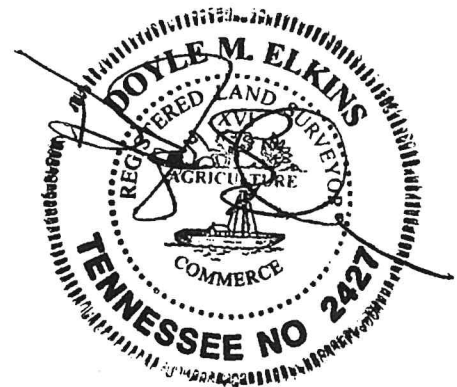
Part of RUTHERFORD COUNTY TAX MAP 124, PARCEL 035.02

Yeargan Road, Murfreesboro, TN 37128

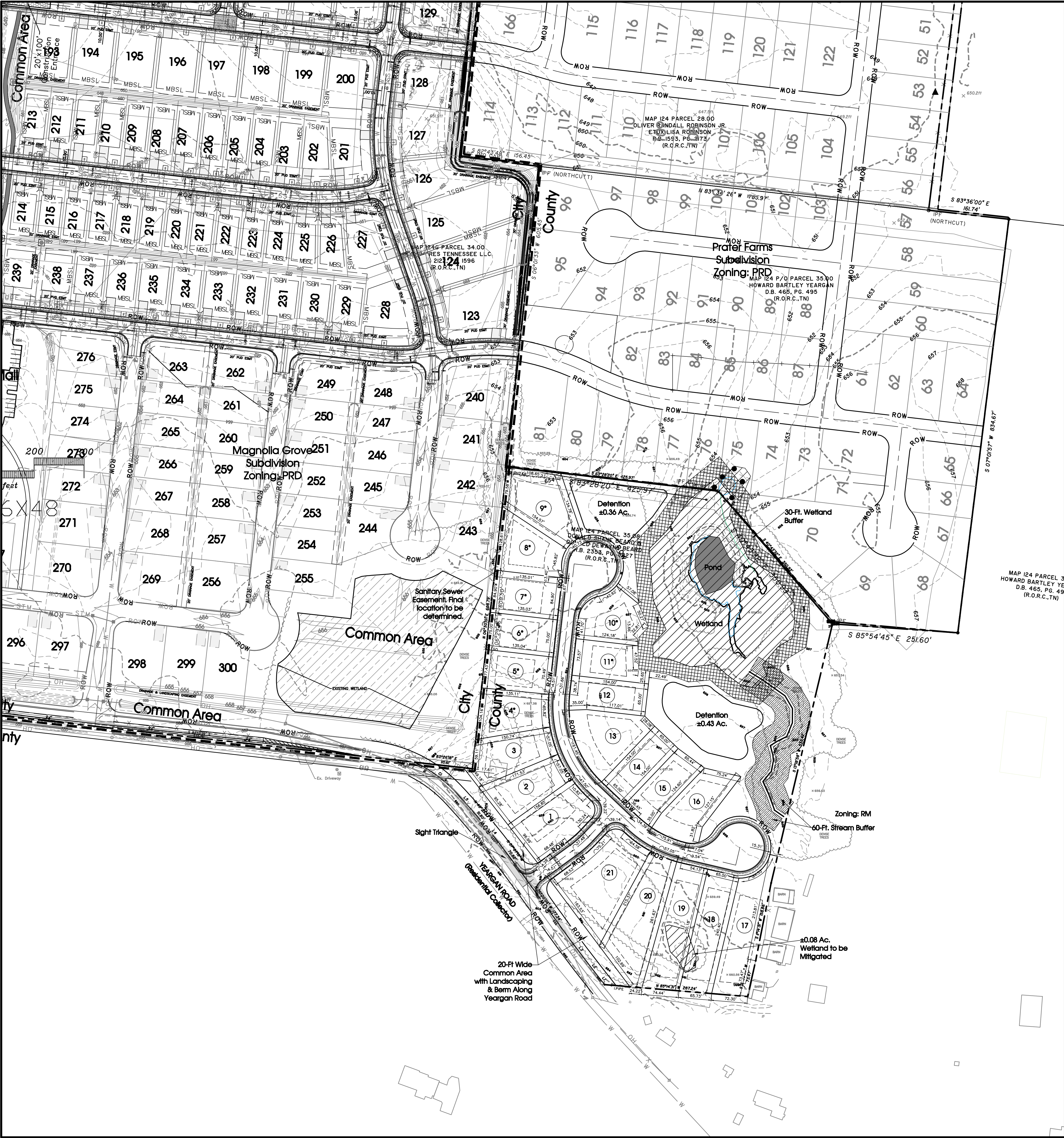
13.26 ACRES +/-

THIS CERTAIN PARCEL OF REAL ESTATE SITUATED AND LOCATED IN RUTHERFORD COUNTY, STATE OF TENNESSEE, AND BEING DESCRIBED AS FOLLOWS TO-WIT:

Beginning at a IPS Elkins RLS #2427, being the farthest Western point of this property, ~15' from the C/L of Yeargan Road and a point in line with Dalmar Homes, LLC M/P: 124 034.00, DB: 1660/3216. Then following Dalmar Homes, LLC for the next two (2) calls - S 84°30'02" E a distance of 144.06' to an IPS - Elkins RLS #2427; thence N 06°31'03" E a distance of 596.98' to an IPF - NO CAP, being the NWC of this property and a SWC of YEARGAN - M/P: 124 035.00, DB: 1072/2573. Then leaving DALMAR HOMES, LLC and following YEARGAN for the next four (4) call - S 83°27'29" E a distance of 425.78' to an IPF - NO CAP, being a NEC of this property; thence S 40°45'37" E a distance of 351.69' to an IPS - Elkins RLS #2427, being a NEC of this property; thence S 12°49'46" W a distance of 767.28' to an IPS - Elkins RLS #2427, being the SEC of this property; thence ON 84°56'57" W a distance of 271.96' to an IPS - Elkins RLS #2427, being a SWC of this property, a NWC of YEARGAN and ~25' from the C/L of YEARGAN ROAD. Then leaving YEARGAN and following YEARGAN ROAD for the next two (2) calls - N 39°01'20" W a distance of 503.81' to an IPS - Elkins RLS #2427; thence with a curve turning to the left with an arc length of 126.65', with a radius of 274.24', with a chord bearing of N 57°00'24" W, with a chord length of 125.53', to an IPS - Elkins RLS #2427 which is the point of beginning, having an area of 577488 square feet, 13.257 acres more or less according to a survey performed by Elkins Surveying Company, dated May 17, 2023.



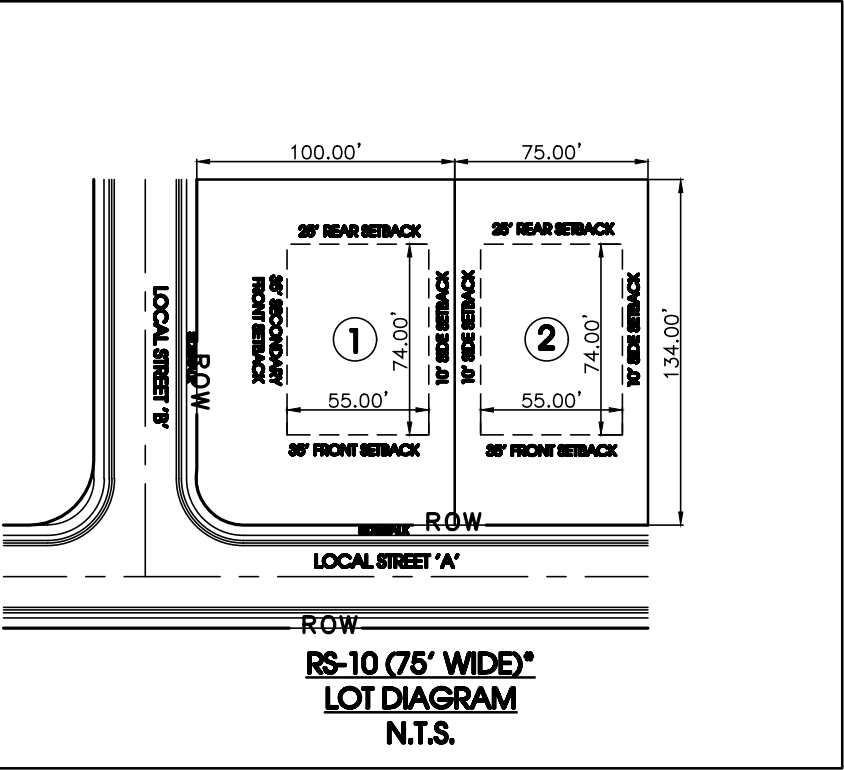
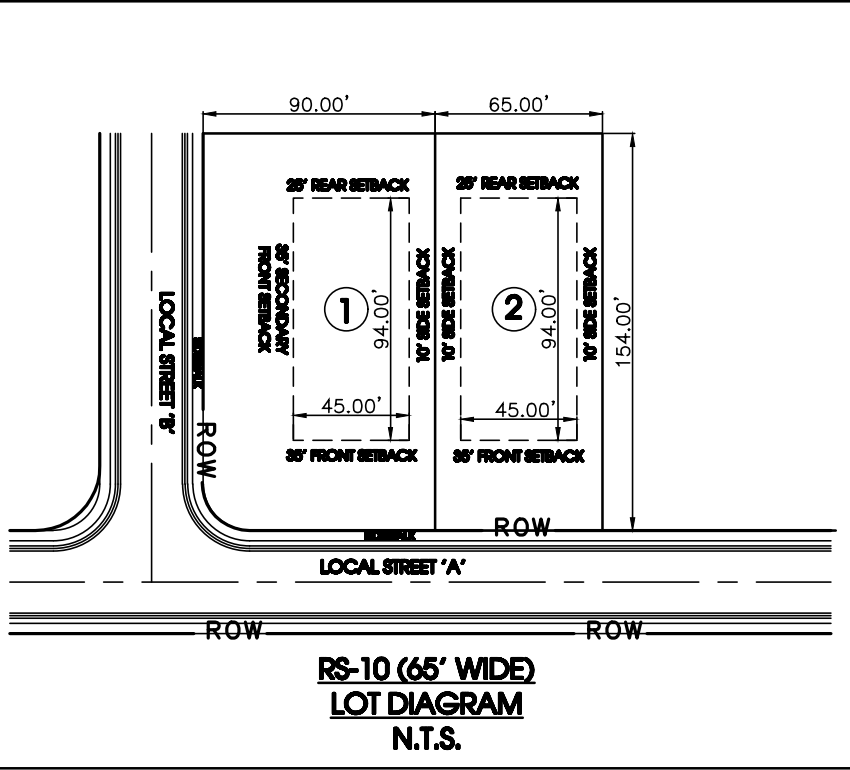
DOYLE ELKINS
6/12/2023



YEARGAN ROAD PROPERTY
CONCEPTUAL SITE PLAN

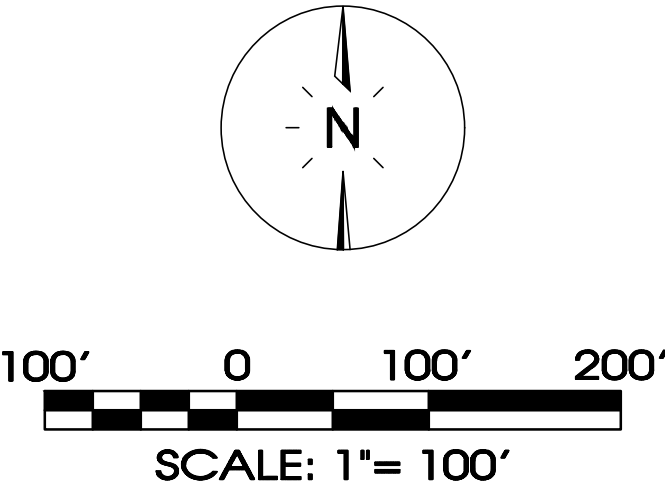
LAND USE DATA:
EXISTING ZONING: RM (COUNTY)
PROPOSED ZONING: RS-10
TOTAL LAND AREA: ±13.21 ACRES
TOTAL NUMBER OF LOTS: 21 LOTS
DENSITY: 21 LOTS/13.21 ACRES= 1.59 UNITS/ACRES

STORMWATER: ±0.79 AC (5.98%)
MINIMUM LOT SIZE: 10,000 SF
MINIMUM LOT WIDTH AT FRONT SETBACK: 65 FEET
LENGTH OF NEW ROADWAY: ±1,100 LF

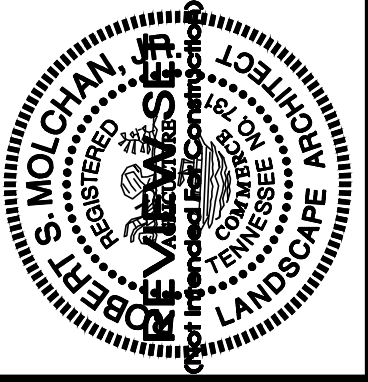


LOT TABLE DATA:

Lot #	Lot Sq. Ft.
1	14,797 SF
2	12,256 SF
3	12,772 SF
4	11,846 SF
5	10,292 SF
6	10,128 SF
7	11,463 SF
8	12,613 SF
9	16,073 SF
10	11,770 SF
11	10,091 SF
12	10,089 SF
13	14,563 SF
14	10,010 SF
15	10,345 SF
16	12,865 SF
17	17,860 SF
18	15,840 SF
19	17,531 SF
20	20,705 SF
21	22,619 SF



SEC, Inc.
SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BOULEVARD
MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890-7901 WWW.SEC-CIVIL.COM FAX: (615) 895-2567
NO PORTION OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF SEC, INC.
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 indicated on these drawings. The site is constructed in accordance with the construction plans.



Beard Property
Yeargan Road
Murfreesboro, TN

Concept Plan
CP 'E'
REVISIONS:
DRAWN: KMG
DATE: 01-31-2025
CHECKED: RSM
FILE NAME: 24066Yeargan Rd_CP E
SCALE: 1" = 100'
JOB NO. 24066
SHEET:

MINUTES
OF THE CITY OF MURFREESBORO
PLANNING COMMISSION
City Hall, 111 W. Vine Street, Council Chambers
May 7, 2025, 6:00 PM

Members Present:

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

Staff Present:

Darren Gore, City Manager
Sam Huddleston, Asst. City Manager
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. Of Land Mgmt.& Plan.
Matthew Blomeley, Asst. Planning Dir.
Holly Smyth, Principal Planner
Brad Barbee, Principal Planner
Richard Donovan, Principal Planner
Marc Shackelford-Rowell, Planner
Adam Tucker, City Attorney
John Tully, Assistant City Attorney

1. Call to Order.

Chair Kathy Jones called the meeting to order at 6:00pm.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

None.

4. Approve Minutes of the April 16, 2025 Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the April 16, 2025 Planning Commission meeting; the motion was seconded by Mr. Tristan Carroll and carried by the following vote:

Aye: Jami Averwater
Tristan Carroll

MURFREESBORO PLANNING COMMISSION MINUTES

MAY 7, 2025

Mr. Carroll inquired about blasting. Mr. Taylor explained the State regulations.

Ms. Jami Averwater moved to approve the rezoning subject to all staff comments; the motion was seconded by Mr. Reggie Harris and carried by the following vote:

Aye: Jami Averwater

Tristan Carroll

Reggie Harris

Shawn Wright

Kathy Jones

Nay: None

Abstain: Ken Halliburton

Annexation petition and plan of services [2025-501] for approximately 13.74 acres located along Yeargan Road, Shane and Dewayne Beard applicants.

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

Mr. Brian Grover (landscape architect) was in attendance representing the application.

Chair Kathy Jones opened the public hearing.

There being no one to speak for or against the request, Chair Jones closed the public hearing.

Mr. Shawn Wright moved to approve the annexation and plan of services subject to all staff comments; the motion was seconded by Mr. Tristan Carroll and carried by the following vote:

Aye: Jami Averwater

Tristan Carroll

Ken Halliburton

Reggie Harris

Shawn Wright

Kathy Jones

Nay: None

Zoning application [2025-405] for approximately 13.26 acres located along Yeargan Road to be zoned RS-10 simultaneous with annexation, Shane and Dewayne Beard applicants.

Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent

RESOLUTION 25-R-PSA-22 to adopt a Plan of Services for and to annex approximately 13.74 acres located along Yeargan Road (Tax Map 124, Parcel 03508), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Shane Dewayne Beard, applicant(s) [2025-501].

WHEREAS, the Owner(s) of all property within the territory identified on the attached map as the “Area to be zoned RS-10 simultaneous with annexation” have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a plan of services for the area proposed for annexation is attached hereto, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated (“TCA”) § 6-51-102; and

WHEREAS, the proposed annexation and plan of services were submitted to the Murfreesboro Planning Commission for study, and it has recommended the same following a public hearing on May 7, 2025, notice of which was published in a newspaper of general circulation in the City of Murfreesboro not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing, pursuant to TCA §6-51-102; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Murfreesboro to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than twenty-one (21) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent, and copies of this resolution were published in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Murfreesboro on or about the same time, pursuant to TCA § 6-51-104; and

WHEREAS, this resolution and notice of the time, place and purpose of a public hearing on the proposed annexation and the plan of services was published on June 3, 2025 in the *Murfreesboro Post*, a newspaper of general circulation in such territory and the City of Murfreesboro, pursuant to TCA § 6-51-104;

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the City Council of the City of Murfreesboro on June 26, 2025.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the following territory is hereby annexed and incorporated into boundaries of the City of Murfreesboro: ax Map 124, Parcel 03508, identified on the attached map as the “Area to be zoned RS-10 simultaneous with annexation.”

SECTION 2. That the plan of services for this territory, attached hereto, is approved and the same is hereby adopted.

SECTION 3. That the City Manager shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Rutherford County Mayor.

SECTION 4. That a signed copy of this resolution shall be recorded with the Rutherford County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Rutherford County Assessor of Property.

SECTION 5. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.

SECTION 6. That the Rutherford County Election Commission shall be notified that the annexation took place, so that a revised map of the voting precincts may be sent to the Office of Local Government and to the Office of Management Information Services for the Tennessee General Assembly, following adoption of this resolution.

SECTION 7. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

SECTION 8. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 25-OZ-22**, which was _____, the public welfare and the welfare of the City requiring it.

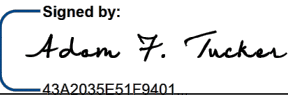
Passed: _____

Shane McFarland, Mayor

ATTEST:

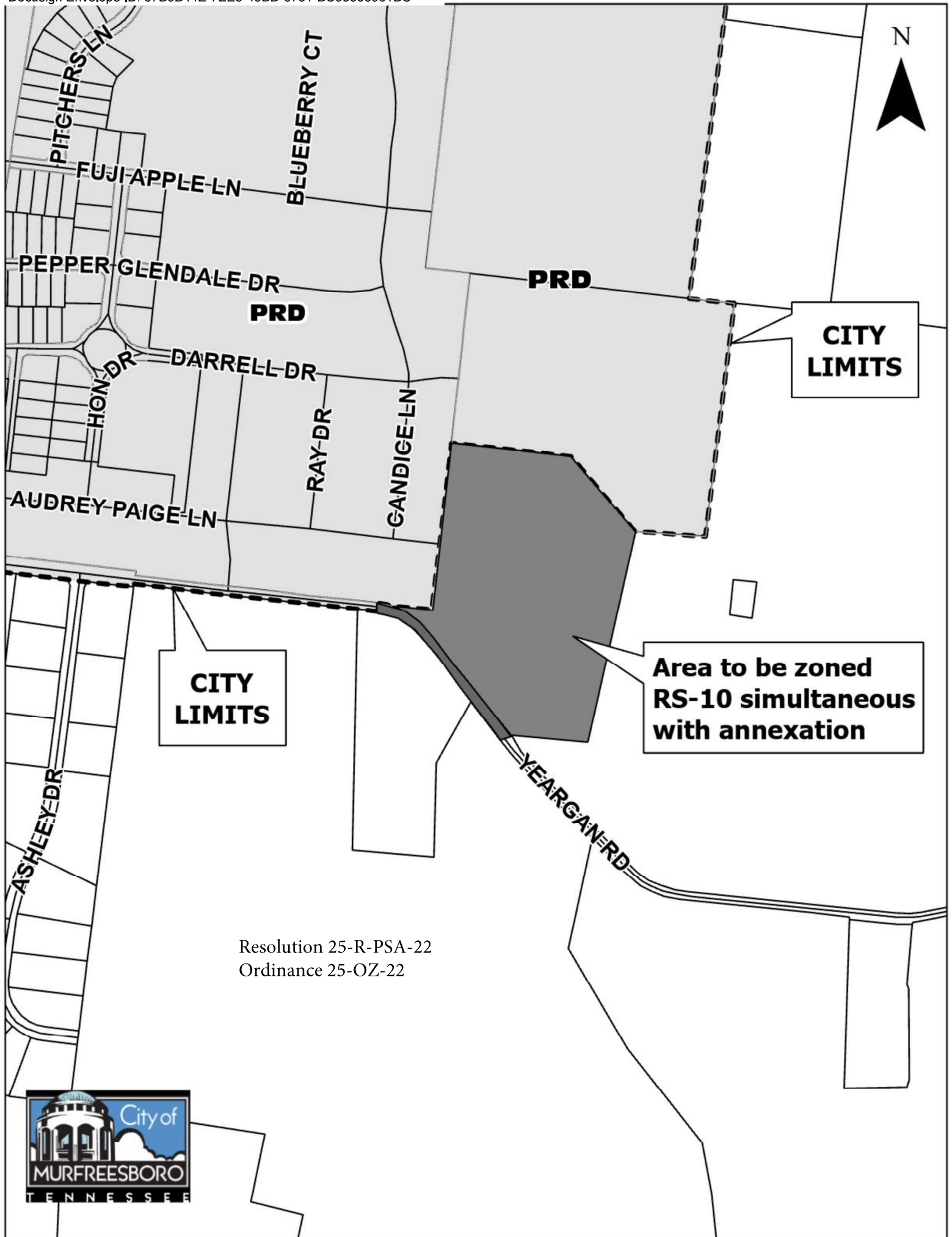
APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:


Adam F. Tucker
City Attorney

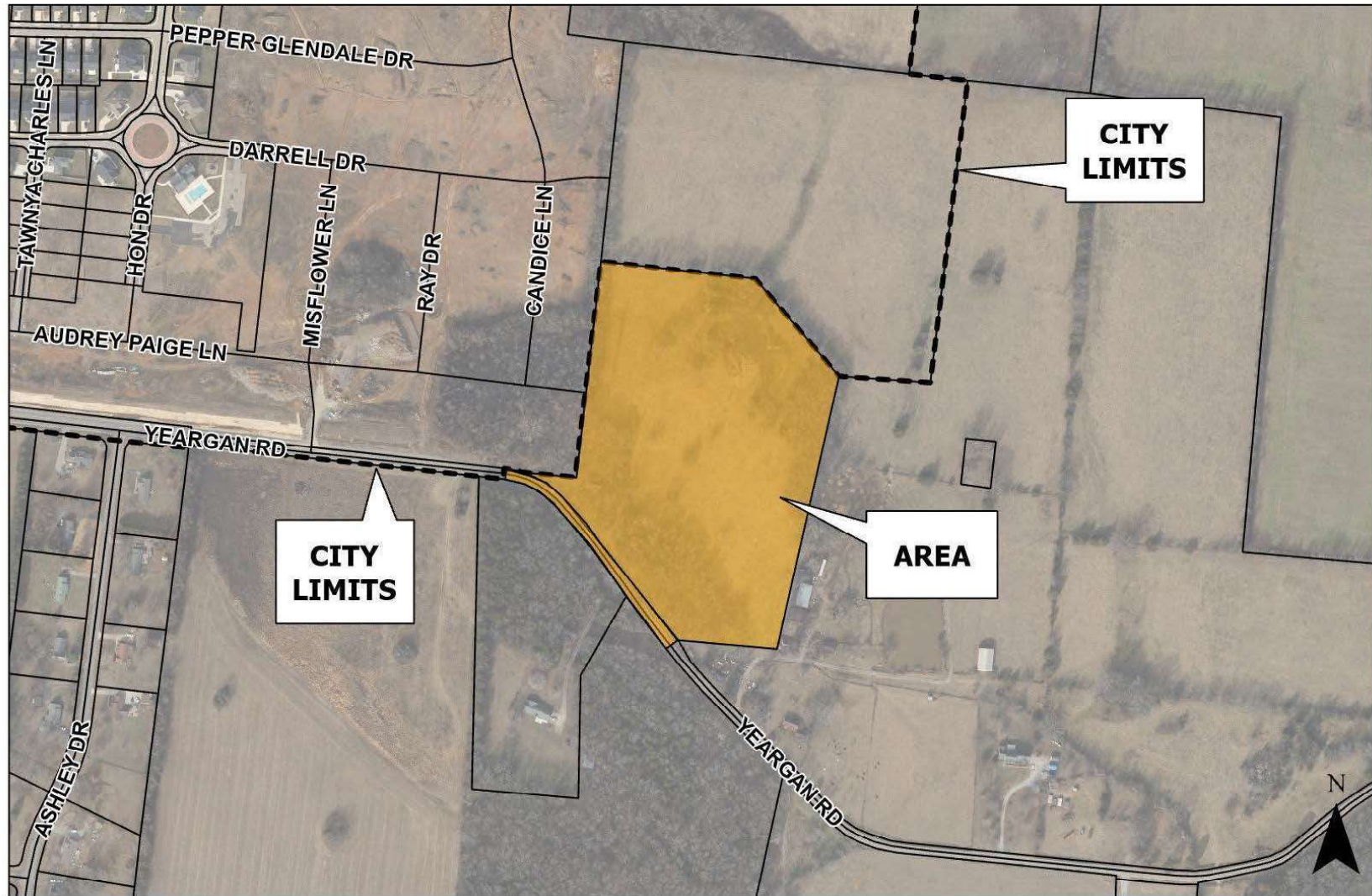
SEAL



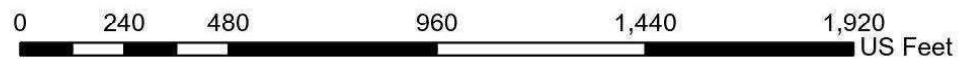
**ANNEXATION REPORT FOR PROPERTY
LOCATED ALONG YEARGAN ROAD
INCLUDING PLAN OF SERVICES
(FILE 2025-501)**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
May 7, 2025**



Annexation Request for property along Yeargan Road



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

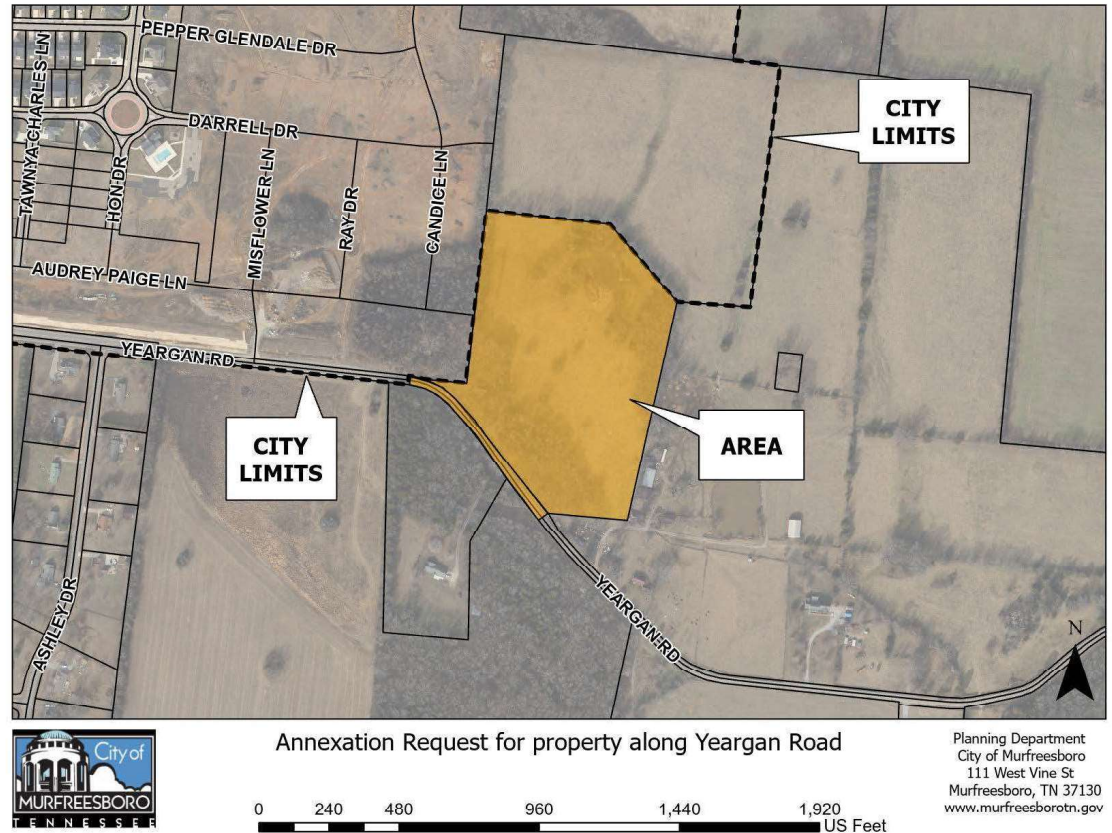
INTRODUCTION

OVERVIEW

The property owners, Shane and Dewayne Beard, submitted a petition requesting their property be annexed into the City of Murfreesboro. Their property totals approximately 13.26 acres and is located along the north side of Yeargan Road. In addition, included in the annexation study area is approximately 675 linear feet of Yeargan Road right-of-way (ROW) (or approximately 0.48 acres). At its March 3, 2025 regular meeting, the Rutherford County Road Board voted to grant consent to the City to annex this segment of ROW. The total annexation study area is approximately 13.74 acres. The annexation study area includes the following properties:

- Tax Map 124, Parcel 35.08 (13.26 acres)
- Yeargan Road right-of-way (0.48 acres)

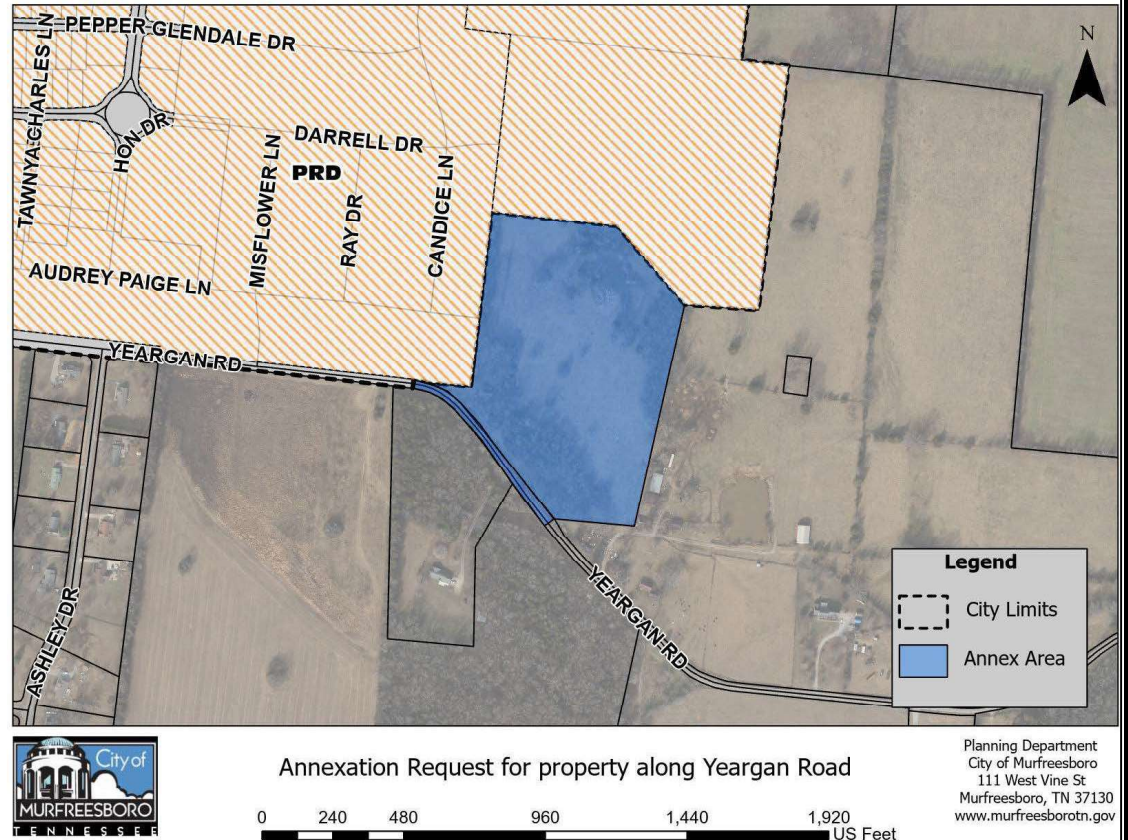
The annexation study area is located within the City's Urban Growth Boundary and is contiguous to the existing City limits along its northern and western boundaries, as depicted on the adjacent map.



SURROUNDING ZONING

The study area consists of one parcel located on the north side of Yeargan Road. The subject parcel is currently vacant. The annexation petition has a companion zoning application for Residential Single Family with a 10,000 ft² minimum lot size (RS-10).

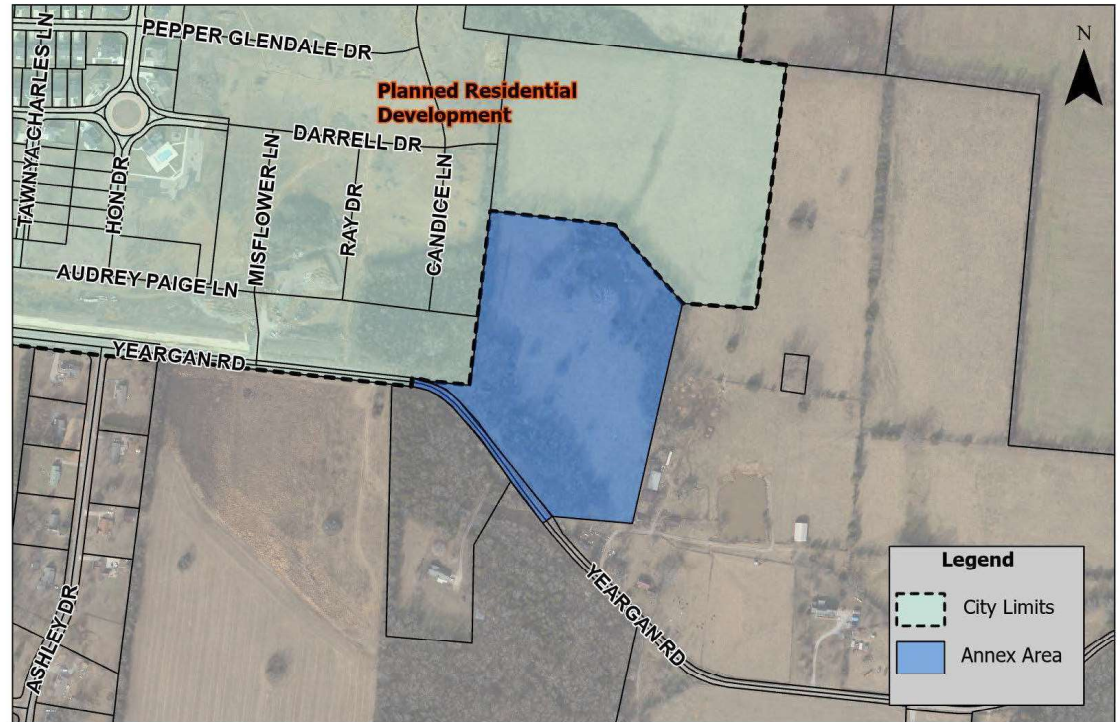
The properties surrounding the annexation study area consists exclusively of residential zoning types. The property to the north is in the City and part of the Prater Farms PRD (Planned Residential District), to the east and south is zoned RM (Residential Medium Density) in unincorporated Rutherford County, and to the west is the Magnolia Grove PRD. Prater Farms and Magnolia Grove both consist of single-family residential detached homes on individual lots with lot sizes ranging from 6,000ft² to 10,000ft².



SURROUNDING LAND USE

The area being considered for annexation consists of a single parcel totaling 13.26 acres and approximately 610 linear feet of Yeargan Road right-of-way. The subject parcel is currently vacant.

The surrounding area consists exclusively of residential uses. The property to the north is in the City and part of the Prater Farms PRD which is under construction, to the east and south is large lot single family residential, and to the west is the Magnolia Grove single-family residential subdivision, which is under construction.



Annexation Request for property along Yeargan Road

0 240 480 960 1,440 1,920 US Feet

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

TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2025 will be due on December 31, 2026. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$0.9526/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

Table I
Estimated Taxes from Site

Owner of Record	Tax Map and Parcel	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Dewayne & Shane Beard	125-035.08	13.26	\$318,000	\$0	\$79,500	\$757.32

These figures are for the property in its current state and assessed at the residential rate of 25 percent.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department could begin providing services that include patrol-related functions, criminal investigations, and community engagement initiatives. These services would be provided immediately upon the effective date of annexation. The current police zone that borders the study area is Zone 7.

Police staffing numbers are assessed based upon residential population numbers cumulatively. This development should be assessed with future population projections for the City for staffing considerations in the future.

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric (MTE). MTE has existing overhead electric lines along Yeargan Road to serve the study area.

STREET LIGHTING

Streetlights do not currently exist along the Yeargan Road right-of-way. Streetlights will be installed within the development if new public streets are constructed. If the City of Murfreesboro wishes to add streetlights along the Yeargan Road public right-of-way, the Transportation Department would need to make the request to MTE.

SOLID WASTE COLLECTION

The Solid Waste Department can provide services to the study area. In its current state, no additional equipment or manpower will be needed to serve the study area. Upon development as a residential subdivision, a solid waste cart for each dwelling (\$69.66 each) will be needed to serve the study area.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

According to Murfreesboro City Schools (MCS), this parcel of land currently resides outside of the **Salem Elementary School** zone, and it would become part of this school's zoned area. Any elementary school-aged children residing on the property once developed will be eligible to attend Murfreesboro City Schools. In the property's present state, it would have no impact on the school system, since it is currently undeveloped. If the land were developed to include approximately 21 single-family residential homes, MCS would anticipate this would add between 5 and 7 students to the school population. The capacity for Salem Elementary is 960 and the current school enrollment is 955. MCS and the City will continue to monitor new growth in the district, including the Salem school zone, in order to evaluate the need for a new elementary school in the future.

BUILDING AND CODES

The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

STREETS AND ACCESS

The annexation study area includes approximately 610 linear feet of Yeargan Road ROW. Upon annexation, the roadway will become the responsibility of the City of Murfreesboro, including all routine maintenance. Based on an estimated 15-year repavement cycle the annualized roadway maintenance costs are estimated at \$1,000 for this roadway. Capital cost for the annexation of the portion of roadway are estimated to be \$200. As a substandard street, any development along Yeargan Road will need to dedicate appropriate ROW and participate in the upgrade of the roadway to current City standards. Any new connections must be approved by the City Engineer.

No additional public roadways are included in the study area. Any future public roadway facilities to serve the study area must be constructed to City standards.

REGIONAL TRAFFIC & TRANSPORTATION

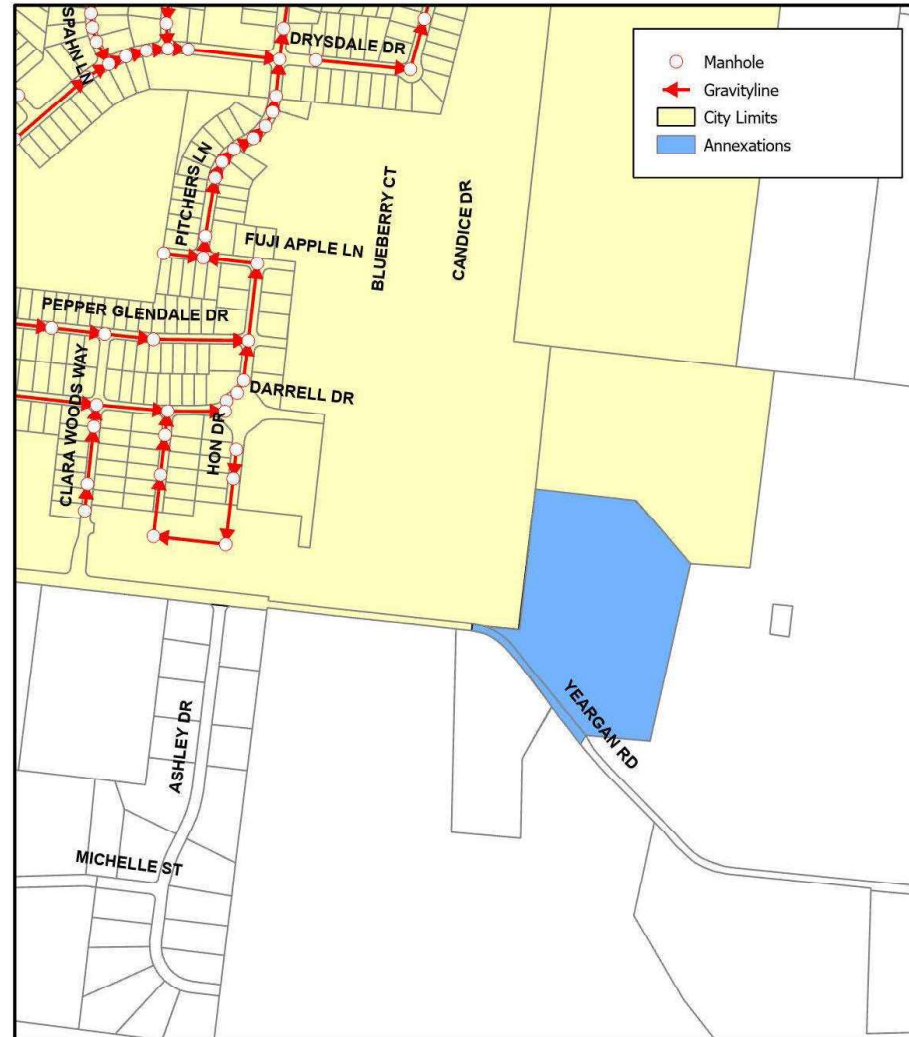
The study area is served by Yeargan Road as the major roadway facility. The 2014 Level of Service Model in the 2040 Major Transportation Plan shows Yeargan Road to be operating at a Level of Service A in the study area using average daily traffic (ADT) counts. Without the recommended improvements in the 2040 Major Transportation Plan, Level of Service on Yeargan Road becomes LOS D.

SANITARY SEWER SERVICE

Currently sewer is not available to the property. This development would connect to gravity sewer through either the Magnolia Grove or the Prater Farms Subdivisions currently under construction. The timeline that the gravity sewer will reach the proposed development is unknown.

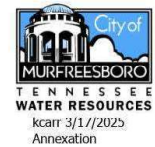
This property is within the Salem Barfield and Basin "D" Sanitary Sewer Assessment Districts and will be charged \$3,150 and \$925 per single-family unit (sfu) respectively in addition to the standard connection fee of \$2550 per sfu.

All main line extensions are the financial responsibility of the developer and must be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.



MURFREESBORO WATER RESOURCES DEPARTMENT

Annexation Request for Yeargan Road

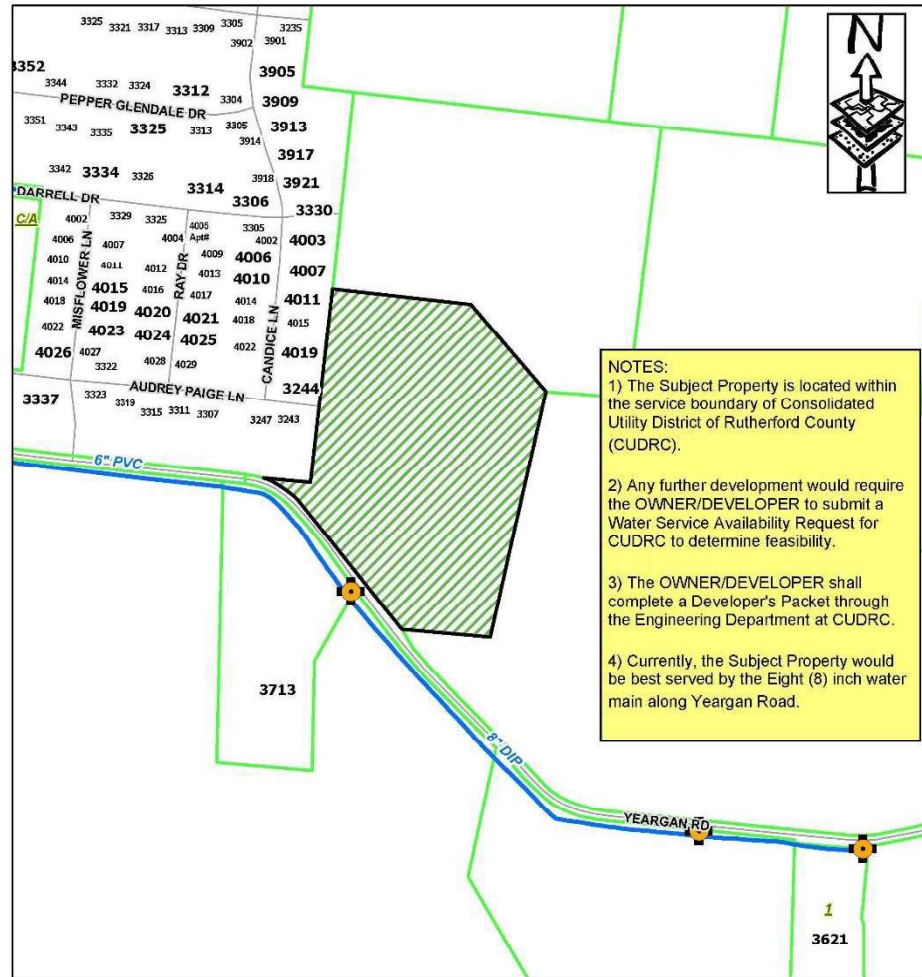


WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. Currently, the subject property would be best served by the Eight (8)-inch water main along Yeargan Road.

Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUDRC's Developer Packet through CUDRC's Engineering Department prior to entering the construction phase. Any new water line development must be done in accordance with CUDRC's development policies and procedures.

Rezoning Request Yeargan Road Tax Map 124 Parcel 35.08



- NOTES:**
- 1) The Subject Property is located within the service boundary of Consolidated Utility District of Rutherford County (CUDRC).
 - 2) Any further development would require the OWNER/DEVELOPER to submit a Water Service Availability Request for CUDRC to determine feasibility.
 - 3) The OWNER/DEVELOPER shall complete a Developer's Packet through the Engineering Department at CUDRC.
 - 4) Currently, the Subject Property would be best served by the Eight (8) inch water main along Yeargan Road.

SUBJECT PROPERTY
CUD HYDRANT
CUD WATER MAIN

February 26, 2025

TAX MAP: 124
PARCEL: 35.08

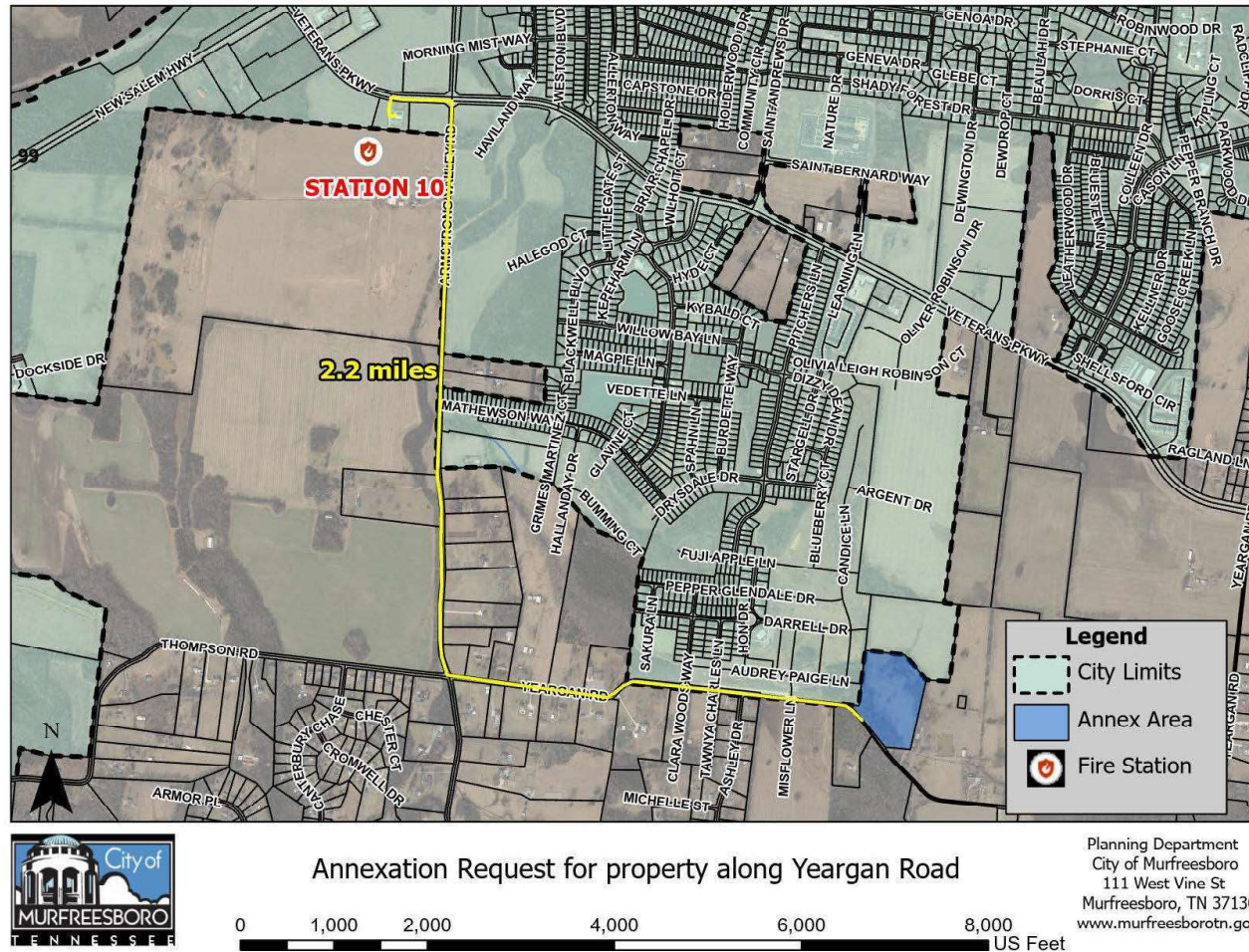


0 250 500 750 1,000
Feet

FIRE AND EMERGENCY SERVICE

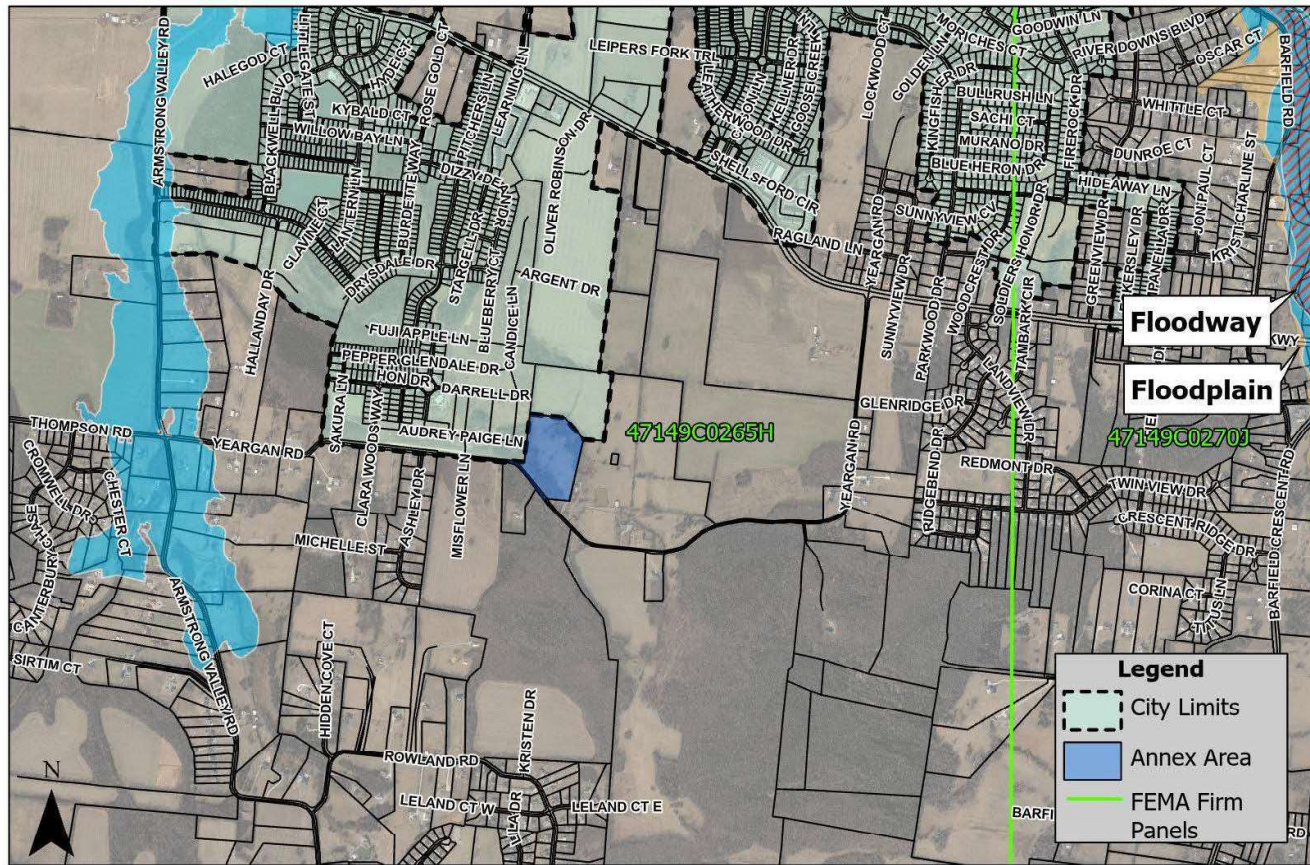
The study area contains vacant land. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services and fire protection to the study area immediately upon the effective date of annexation at no additional expense.

Currently the study area is located 2.2 miles from Fire Station #10 (2563 Veterans Parkway). The yellow line on the adjacent map represents the linear distance range from the nearest fire station.

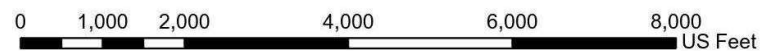


FLOODWAY

The study area is not located within the 100-year floodplain nor within the regulatory floodway as delineated on the Flood Insurance Rate Map (FIRM) developed by the Federal Emergency Management Agency (FEMA).



Annexation Request for property along Yeargan Road



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

DRAINAGE

Public Drainage System

Public drainage facilities available to the study area are located within the ROW of Yeargan Road. The drainage facility within Yeargan Road will be the responsibility of the City, if the ROW is annexed.

No additional public drainage facilities are included in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards. New connections to the public drainage system must be approved by the City Engineer.

Regional Drainage Conditions

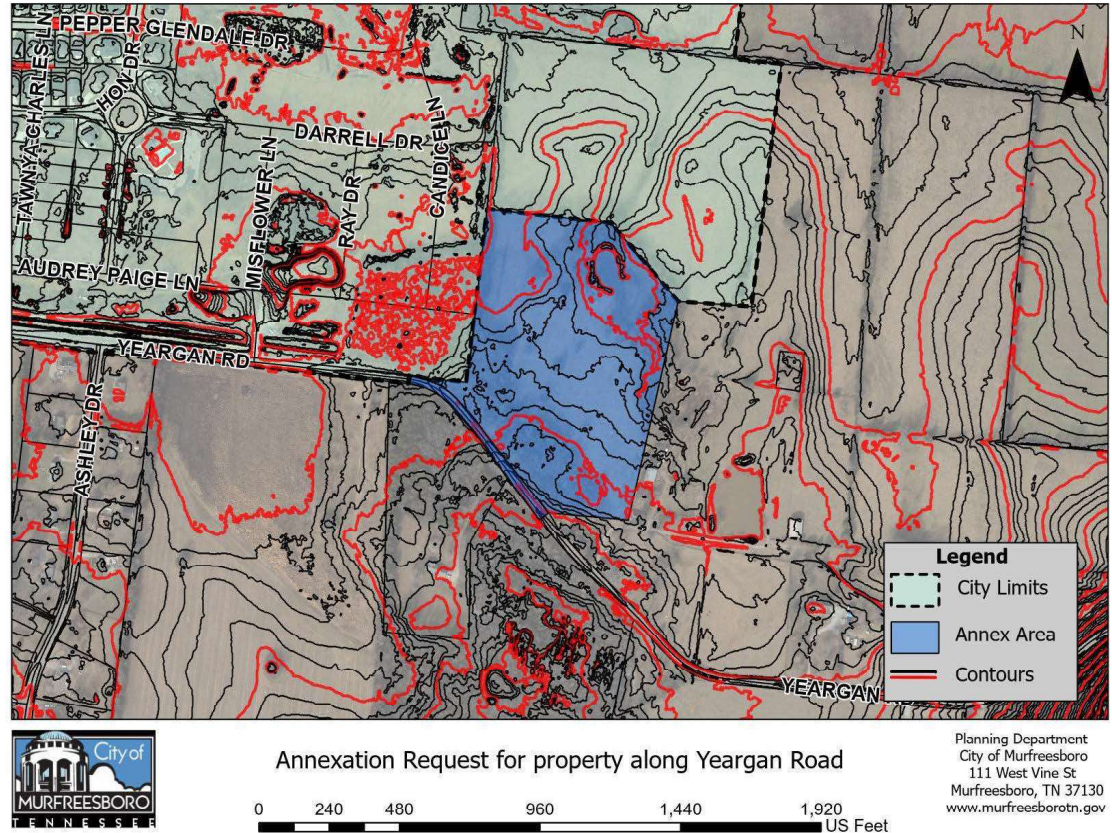
The study area drains to closed depressions at rear of property. It is possible there could be wetlands located within the study area.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area currently is vacant and will not generate any revenue for the Stormwater Utility Fee.

The subject property is proposed to be developed with 21 dwelling units. Based on

this development scenario, it is anticipated that the site will generate approximately \$800 annually in revenue for the Stormwater Utility Fund upon full build-out.



PROPERTY AND DEVELOPMENT

New development should comply with the City's Stormwater Quality Regulations by providing stormwater quality, streambank protection, and detention.

Receiving closed depressions and sinkholes may be subject to flooding which could impact function of potential stormwater controls.

Yeargan Road is a substandard roadway. Developments along Yeargan Road will be required to dedicate appropriate ROW and participate in the upgrade of the roadway to current City standards.

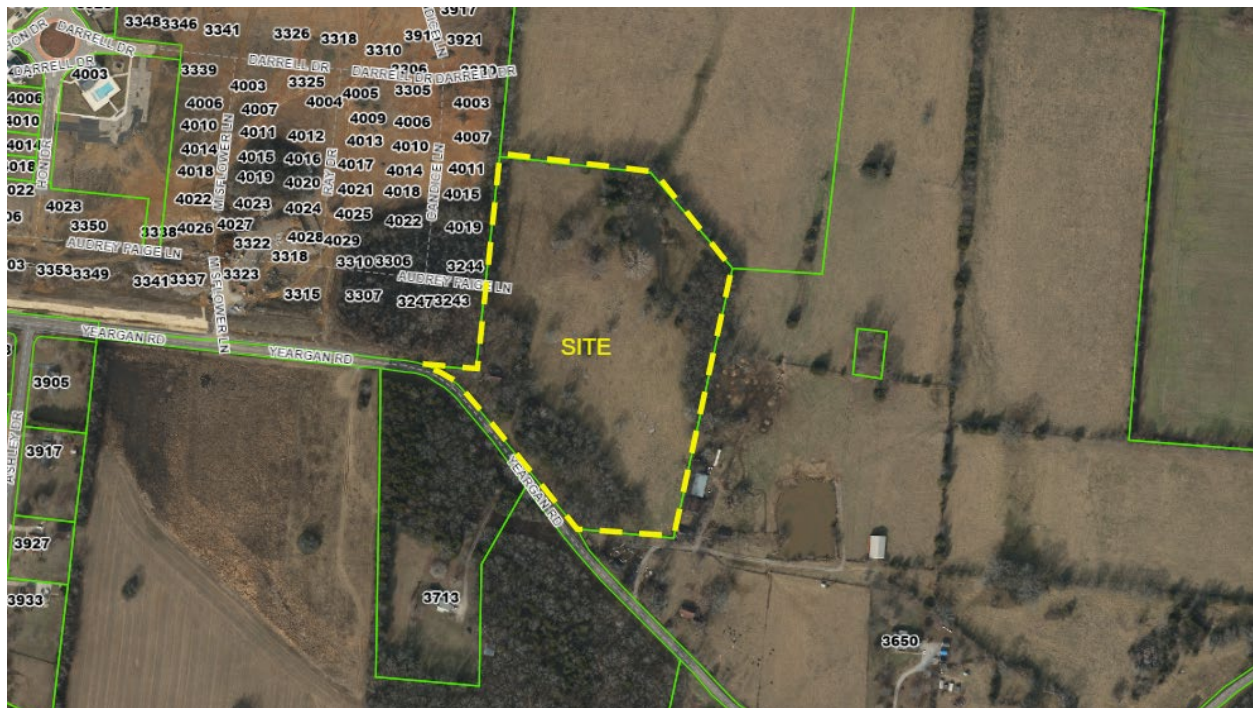
ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to the Tennessee Growth Policy Act, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 7, 2025
PROJECT PLANNER: RICHARD DONOVAN**

6.c. Zoning application [2025-405] for approximately 13.26 acres located along Yeargan Road to be zoned RS-10 simultaneous with annexation, Shane and Dewayne Beard applicants.

The applicants, Shane and Dewayne Beard, are requesting to rezone the subject property to Residential Single-Family with a minimum lot size of 10,000 ft² (RS-10) simultaneous with annexation. The subject property is located on the north side of Yeargan Road. The site is identified as Tax Map 124, Parcel 35.08 (13.26 acres) and is currently vacant. The applicant has provided a concept plan that contemplates the subdivision of the property into twenty-one single-family lots. It should be noted that the concept plan submitted is for illustrative purposes only and approval of the annexation and zoning does not convey any type of approval of the concept plan.

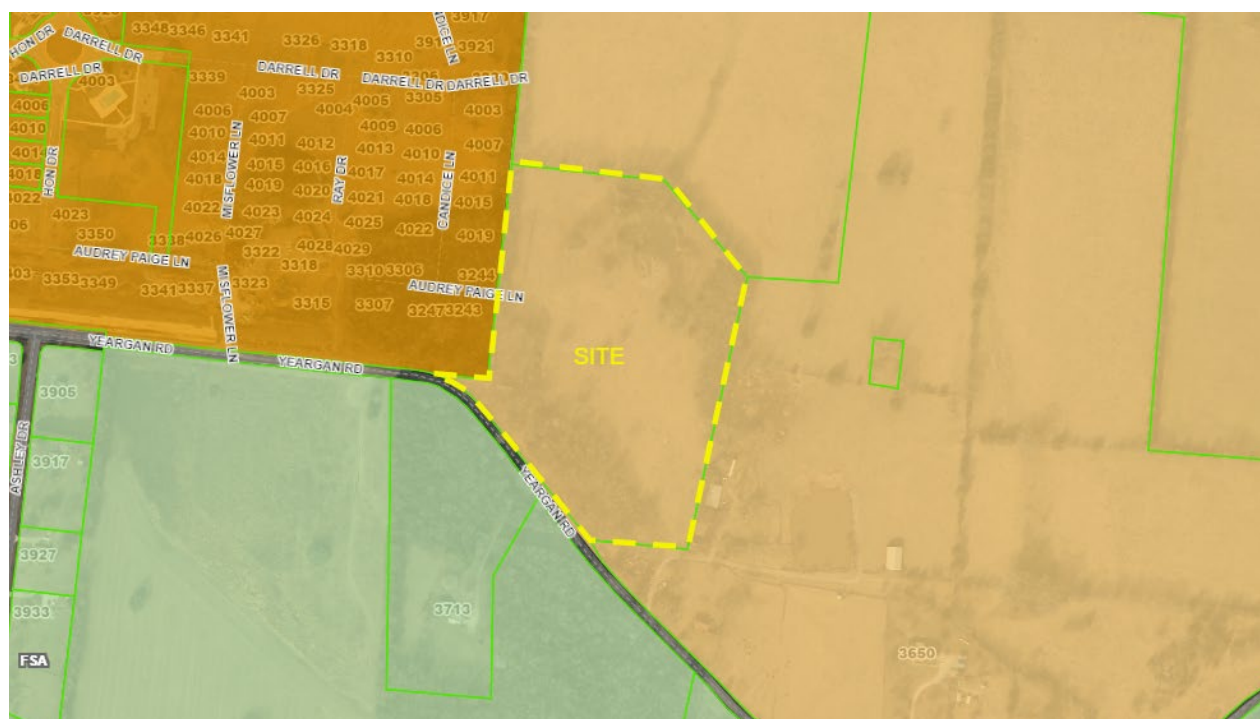


Farms PRD which is currently under construction; to the east and south is large lot single-family residential zoned RM in Rutherford County; and to the west is the Magnolia Grove single-family residential subdivision, which is under construction. Prater Farms and Magnolia Grove both consist of single-family residential detached homes on individual lots with lot sizes ranging from 6,000 ft² to 10,000 ft².

Future Land Use Map:

The Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan designates the project area as 'Suburban Residential' (SR), which is considered the most appropriate land use character, as indicated on the map below. The SR designation supports a density range of 1.0 to 4.0 dwelling units per acre. The Comprehensive Plan recommends RS-15, RS-12, RS-10, and PRD zoning for the SR designation. The requested RS-10 zoning is consistent with the 'Suburban Residential' land use designation and allows minimum lots sizes of 10,000.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



Staff recommendation:

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

- 1) The proposed RS-10 zoning aligns with the Murfreesboro 2035 Comprehensive Plan's "Suburban Residential" designation, promoting

residential densities of 1.0 to 4.0 dwelling units per acre.

- 2) The proposed single-family detached dwellings allowed by the RS-10 zoning would be compatible with single-family residential land uses and lot sizes in the vicinity and would provide a transition from smaller lot sizes in Magnolia Grove and Prater Farms to large lot residential in the County.
- 3) The subject property is currently vacant and situated in an area of active residential growth, making it well-positioned to complement ongoing development trends and meet housing demand.

Action Needed:

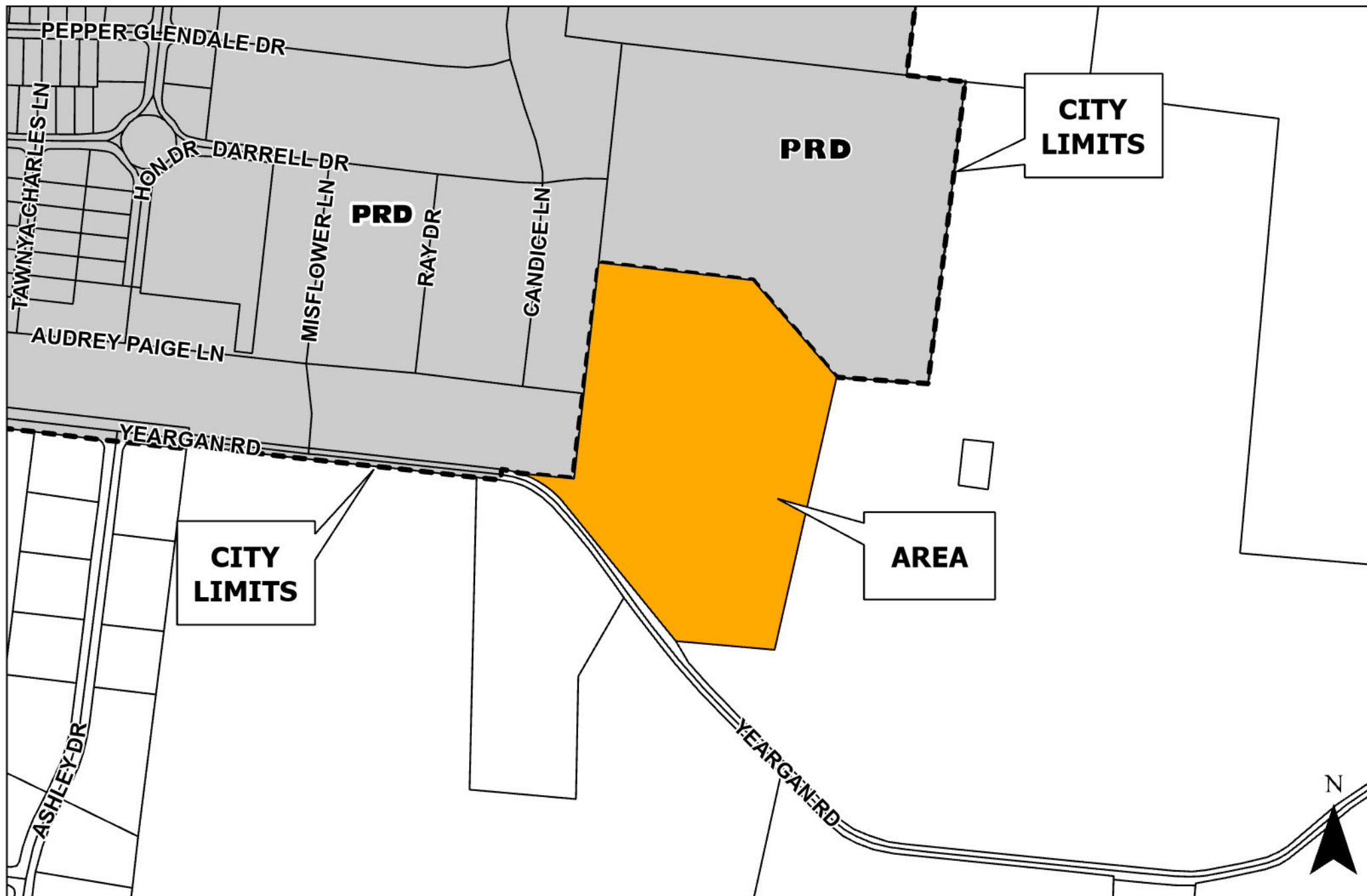
The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.

Attachments:

Ortho Map

Non-ortho maps

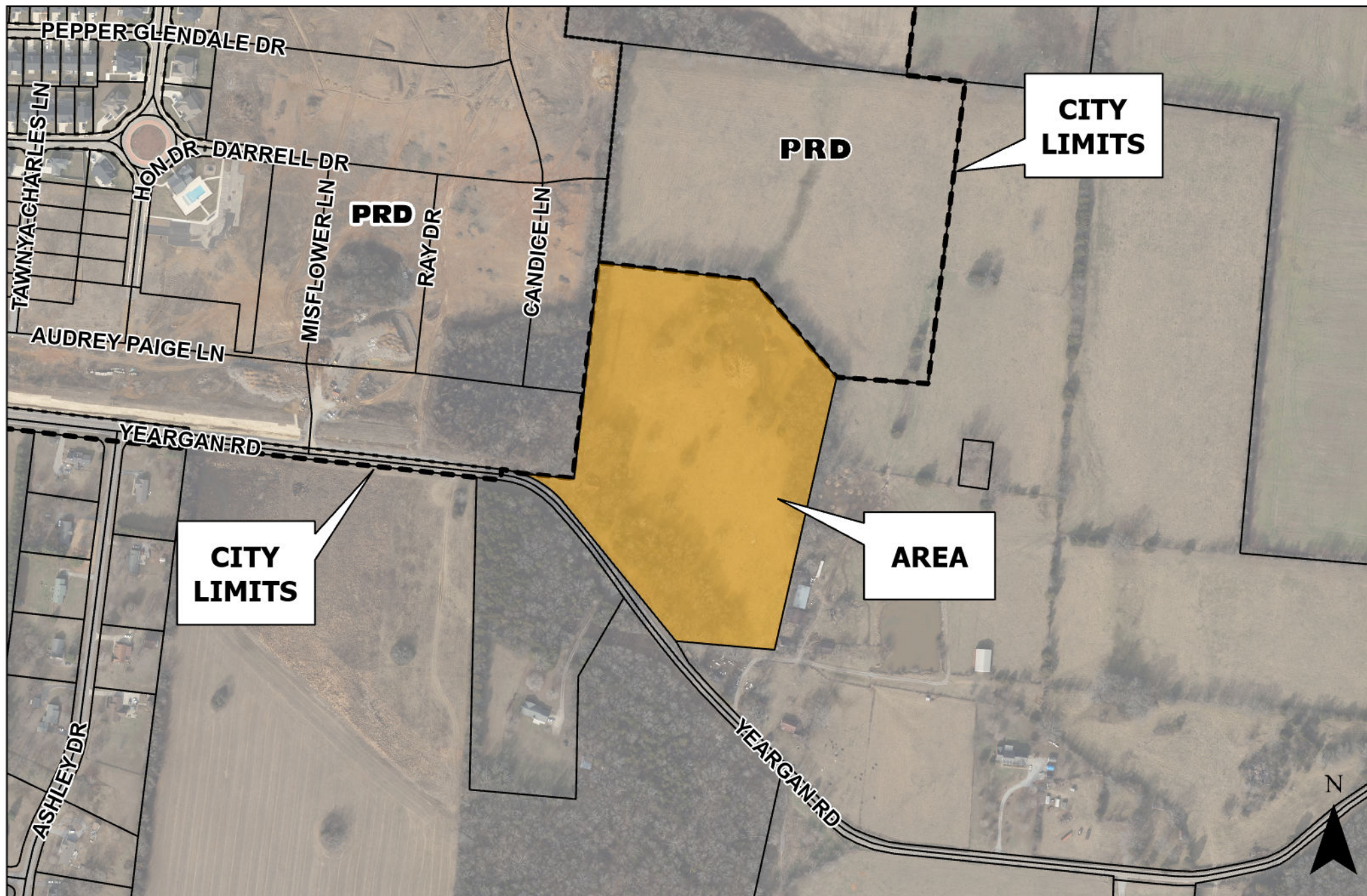
Rezoning Application



Zoning Request for property along Yeargan Road RS-10 Zone Simultaneous with Annexation

0 240 480 960 1,440 1,920 US Feet

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



Zoning Request for property along Yeargan Road RS-10 Zone Simultaneous with Annexation

0 240 480 960 1,440 1,920 US Feet

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



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

Creating a better quality of life

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: Shane & Dewayne Beard (Property Buyz LLC)

Address: 3434 Meadowhill DR City/State/Zip: Murfreesboro, TN 37130

Phone: 615.668.7448 E-mail address: [REDACTED]

PROPERTY OWNER: Shane & Dewayne Beard

Street Address or property description: 13.26 ACRES off YEAGAN RD

and/or Tax map #: 124 Group: _____ Parcel (s): 035.02

Existing zoning classification: Rutherford County RM

Proposed zoning classification: RS-10 Acreage: 13.26

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

E-mail: [REDACTED]

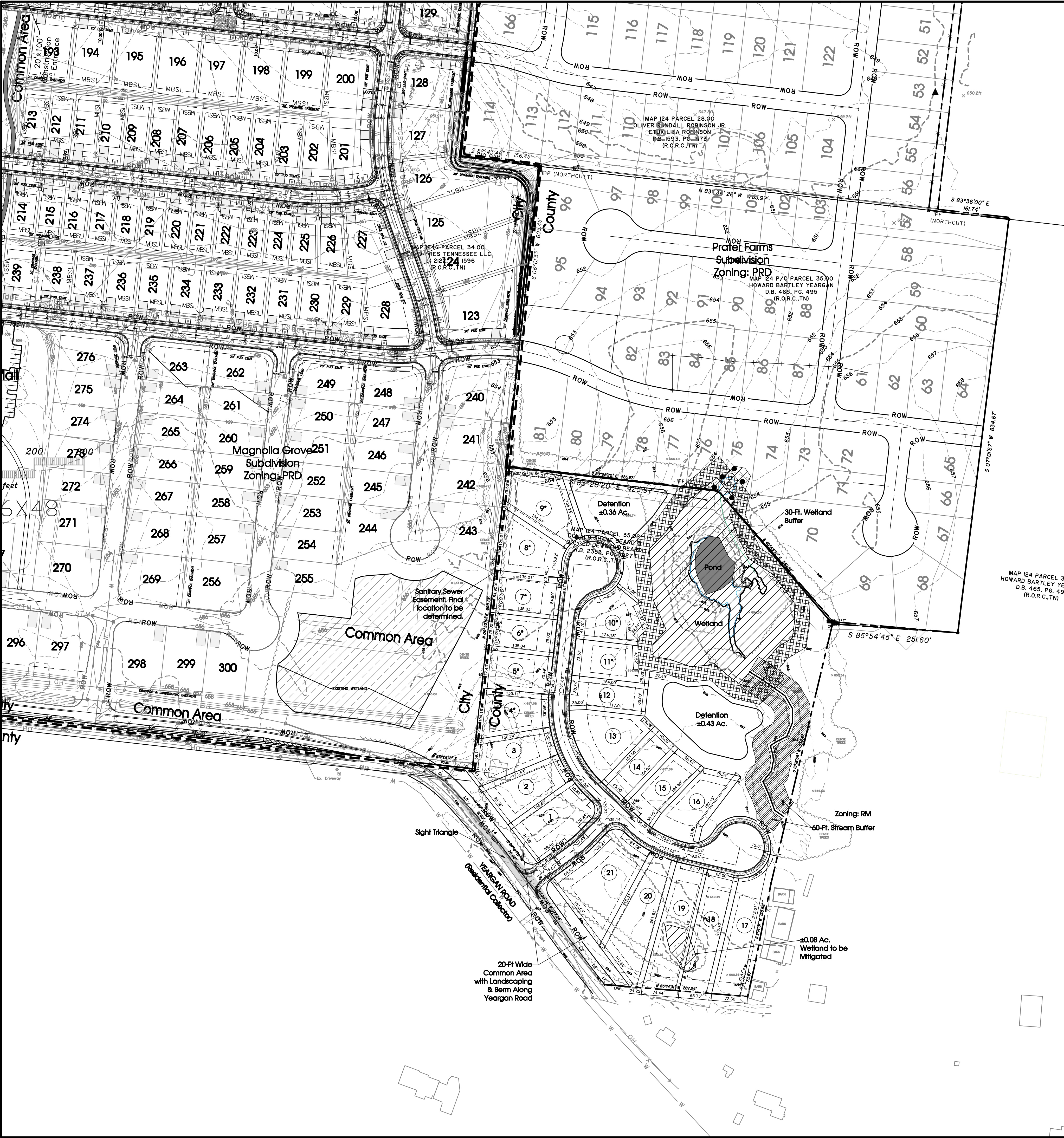
APPLICANT'S SIGNATURE (required): [Signature]

DATE: 2-12-15

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

Date received: _____ MPC YR.: _____ MPC #: 2025-408

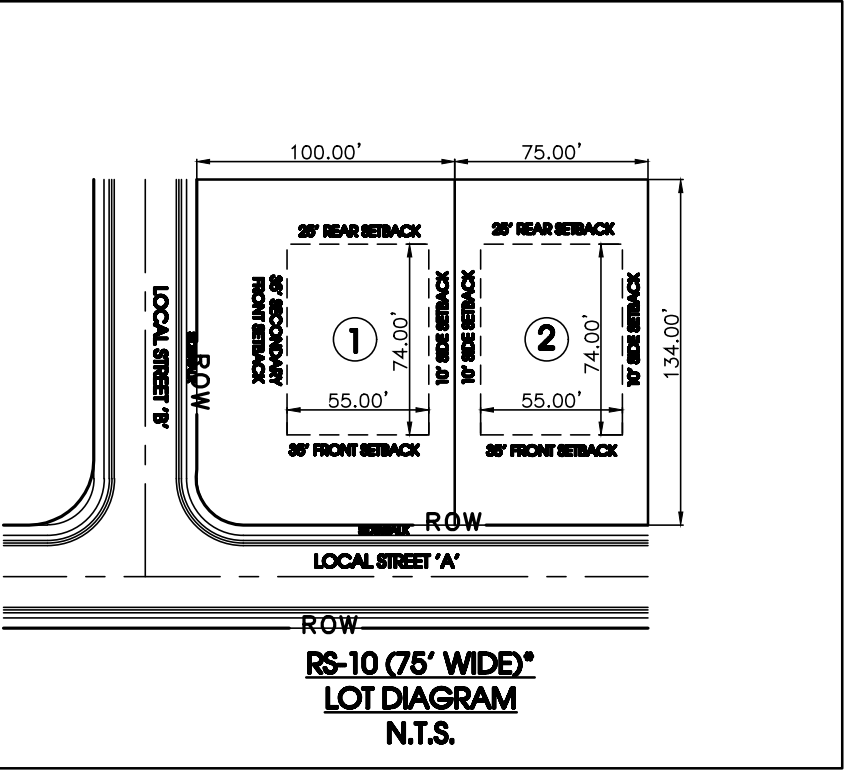
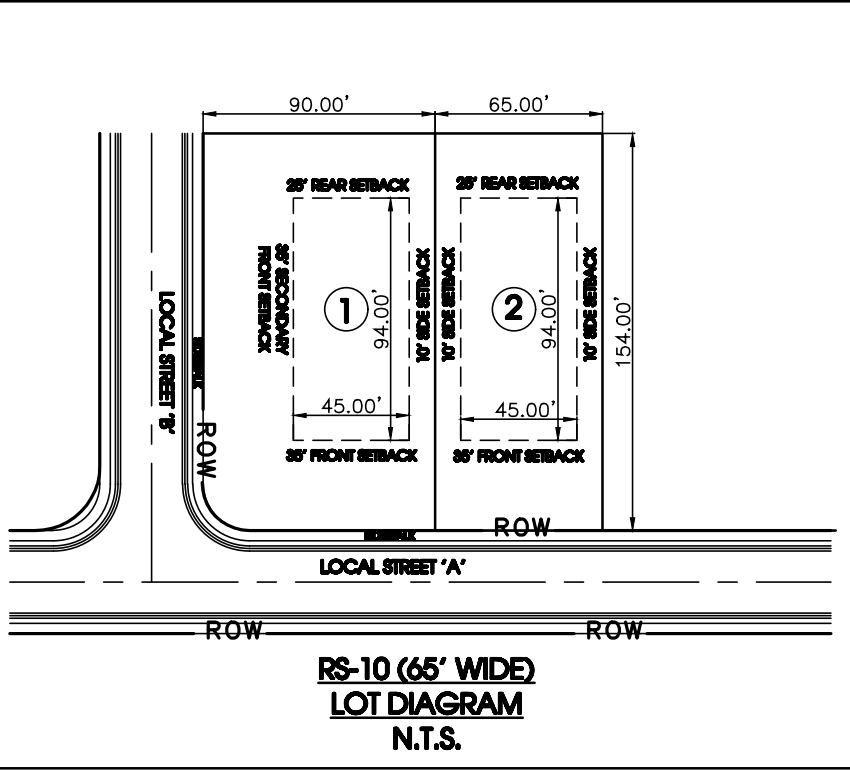
Amount paid: \$ 700.00 Receipt #: 310277



YEARGAN ROAD PROPERTY
CONCEPTUAL SITE PLAN

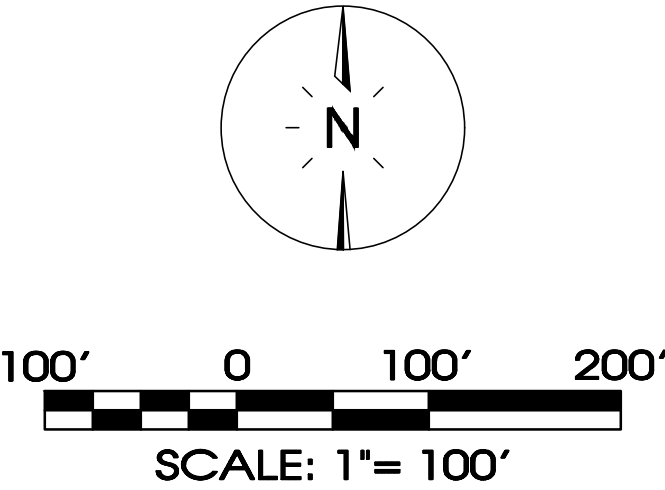
LAND USE DATA:
EXISTING ZONING: RM (COUNTY)
PROPOSED ZONING: RS-10
TOTAL LAND AREA: ±13.21 ACRES
TOTAL NUMBER OF LOTS: 21 LOTS
DENSITY: 21 LOTS/13.21 ACRES= 1.59 UNITS/ACRES

STORMWATER: ±0.79 AC (5.98%)
MINIMUM LOT SIZE: 10,000 SF
MINIMUM LOT WIDTH AT FRONT SETBACK: 65 FEET
LENGTH OF NEW ROADWAY: ±1,100 LF

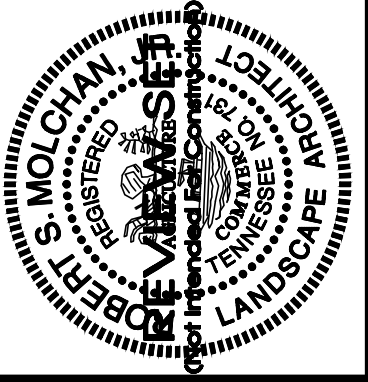


LOT TABLE DATA:

Lot #	Lot Sq. Ft.
1	14,797 SF
2	12,256 SF
3	12,772 SF
4	11,846 SF
5	10,292 SF
6	10,128 SF
7	11,463 SF
8	12,613 SF
9	16,073 SF
10	11,770 SF
11	10,091 SF
12	10,089 SF
13	14,563 SF
14	10,010 SF
15	10,345 SF
16	12,865 SF
17	17,860 SF
18	15,840 SF
19	17,531 SF
20	20,705 SF
21	22,619 SF



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



Beard Property
Yeargan Road
Murfreesboro, TN

REVISIONS:
DRAWN: KMG
DATE: 01-31-2025
CHECKED: RSM
FILE NAME: 24066Yeargan Rd_CP E
SCALE: 1" = 100'
JOB NO. 24066
SHEET: CP 'E'

MINUTES
OF THE CITY OF MURFREESBORO
PLANNING COMMISSION
City Hall, 111 W. Vine Street, Council Chambers
May 7, 2025, 6:00 PM

Members Present:

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

Staff Present:

Darren Gore, City Manager
Sam Huddleston, Asst. City Manager
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. Of Land Mgmt.& Plan.
Matthew Blomeley, Asst. Planning Dir.
Holly Smyth, Principal Planner
Brad Barbee, Principal Planner
Richard Donovan, Principal Planner
Marc Shackelford-Rowell, Planner
Adam Tucker, City Attorney
John Tully, Assistant City Attorney

1. Call to Order.

Chair Kathy Jones called the meeting to order at 6:00pm.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

None.

4. Approve Minutes of the April 16, 2025 Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the April 16, 2025 Planning Commission meeting; the motion was seconded by Mr. Tristan Carroll and carried by the following vote:

Aye: Jami Averwater
Tristan Carroll

MURFREESBORO PLANNING COMMISSION MINUTES

MAY 7, 2025

Mr. Carroll inquired about blasting. Mr. Taylor explained the State regulations.

Ms. Jami Averwater moved to approve the rezoning subject to all staff comments; the motion was seconded by Mr. Reggie Harris and carried by the following vote:

Aye: Jami Averwater

Tristan Carroll

Reggie Harris

Shawn Wright

Kathy Jones

Nay: None

Abstain: Ken Halliburton

Annexation petition and plan of services [2025-501] for approximately 13.74 acres located along Yeargan Road, Shane and Dewayne Beard applicants.

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

Mr. Brian Grover (landscape architect) was in attendance representing the application.

Chair Kathy Jones opened the public hearing.

There being no one to speak for or against the request, Chair Jones closed the public hearing.

Mr. Shawn Wright moved to approve the annexation and plan of services subject to all staff comments; the motion was seconded by Mr. Tristan Carroll and carried by the following vote:

Aye: Jami Averwater

Tristan Carroll

Ken Halliburton

Reggie Harris

Shawn Wright

Kathy Jones

Nay: None

Zoning application [2025-405] for approximately 13.26 acres located along Yeargan Road to be zoned RS-10 simultaneous with annexation, Shane and Dewayne Beard applicants.

Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent

MURFREESBORO PLANNING COMMISSION MINUTES

MAY 7, 2025

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

Mr. Brian Grover (landscape architect) was in attendance representing the application.

Chair Kathy Jones opened the public hearing.

There being no one to speak for or against the request, Chair Kathy Jones closed the public hearing.

Mr. Tristan Carroll moved to approve the rezoning subject to all staff comments; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

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

Nay: None

Annexation petition and plan of services [2025-502] for approximately 843 acres located along Lebanon Pike and East Jefferson Pike, including an approximately 4,900-foot segment of Landfill Road ingress/egress right-of-way easement, an approximately 8,800-foot segment of Lebanon Pike right-of-way, and an approximately 7,900-foot segment of East Jefferson Pike right-of-way, City of Murfreesboro Administration Department 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. Sam Huddleston and Mr. Adam Tucker were in attendance representing the application. Mr. Huddleston spoke about the application.

Chair Kathy Jones opened the public hearing.

1. **Mr. Shawn McGowan of 538 Dallas Court** spoke in favor of the request.
2. **Mr. Kenneth Byrd of 7339 Antietam Lane** asked questions concerning water pollution and expansion of the landfill.

There being no one else to speak for or against the request, Chair Kathy Jones closed the public hearing.

ORDINANCE 25-OZ-22 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 13.26 acres along Yeargan Road as Single-Family Residential Ten (RS-10) District, simultaneous with annexation; Shane and Dewayne Beard, applicant(s) [2025-405].

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

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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved Single-Family Residential Ten (RS-10) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

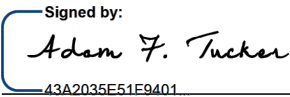
2nd reading _____

ATTEST:

Erin Tucker
City Recorder

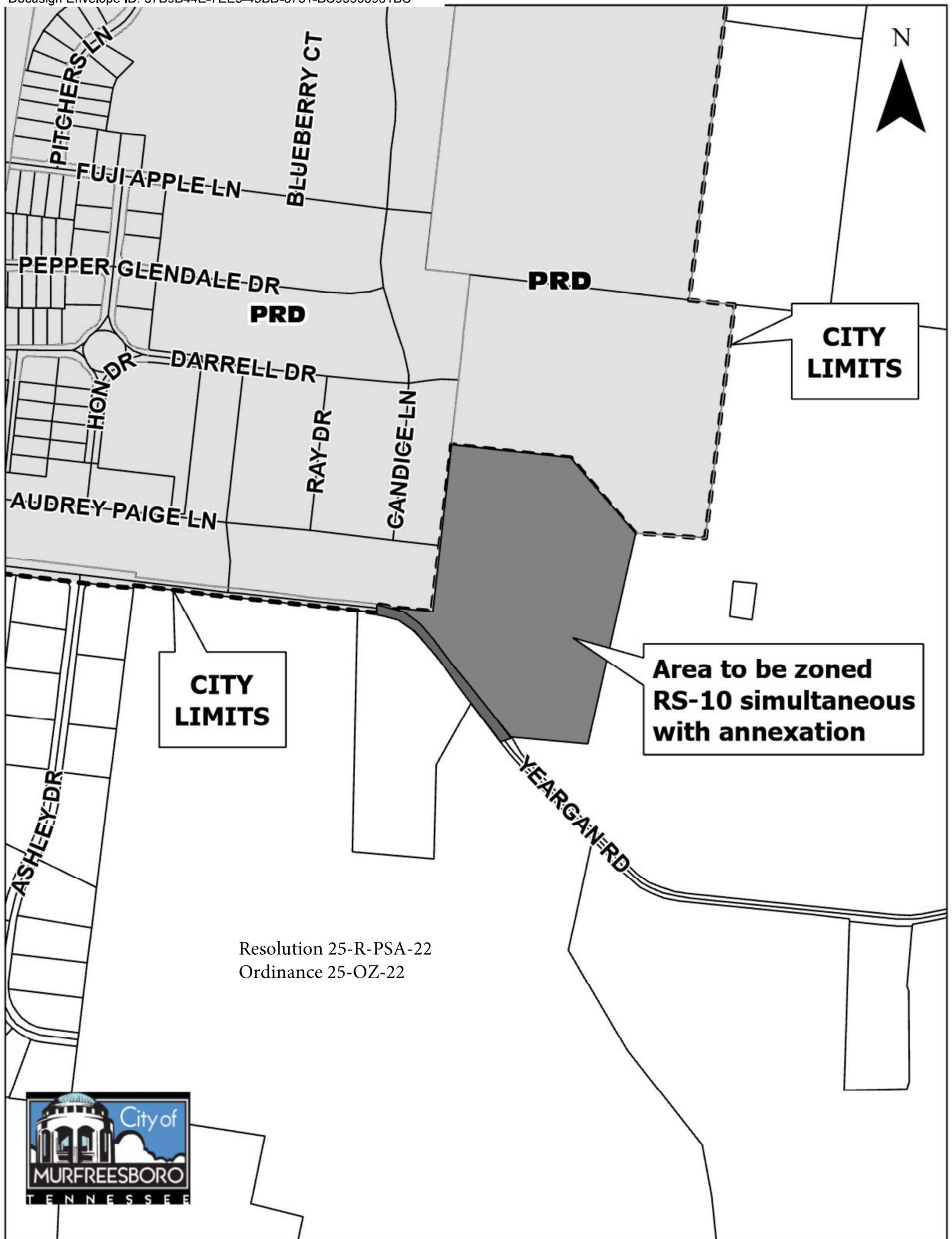
Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:


43A2035E51E9401
Adam F. Tucker
City Attorney

SEAL



Resolution 25-R-PSA-22
Ordinance 25-OZ-22



COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Plan of Services and Annexation for property along Lebanon Pike and East Jefferson Pike
[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Annexation of approximately 827 acres located along Lebanon Pike and East Jefferson Pike, including one parcel (Tax Map 46, Parcel 03403), an approximately 4,900'-long segment of Landfill Road ingress/egress easement, and an approximately 6,000'-long segment of Lebanon Pike (US 231/SR 10) right-of-way.

Staff Recommendation

Conduct a public hearing and approve the Plan of Services and annexation.

The Planning Commission recommended approval of the plan of services and annexation on May 7, 2025.

Background Information

The City of Murfreesboro initiated an annexation study [2025-502] for approximately 843 acres located along Lebanon Pike and East Jefferson Pike. The City developed its plan of services for this area. During its regular meeting on May 7, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval subject to excluding all East Jefferson Pike right-of-way from the study area as well as all Lebanon Pike right-of-way north of the Walter Hill Park parcel. Subsequently after the Planning Commission meeting, the plan of services was revised accordingly to remove the aforementioned rights-of-way from the study area. In addition, the "Fire and Emergency Service" section of the plan of services was revised to more accurately reflect MFRD's ability to provide services to the study area.

Council Priorities Served

Responsible Budgeting

The annexation of the landfill property will generate tax revenue for the City.

Maintain Public Safety

The annexation of the segment of Lebanon Pike will allow the Murfreesboro Police and Fire and Rescue Departments to respond to incidents on Lebanon Pike, which serves as a route to and from several existing nearby City neighborhoods as well as several City recreational facilities.

Attachments:

1. Resolution 25-R-PSA-23
2. Maps of the area
3. Planning Commission staff comments from the 05/07/2025 meeting
4. Planning Commission minutes from 05/07/2025 meeting
5. Plan of Services

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 7, 2025
PROJECT PLANNER: BRAD BARBEE**

- 6.d. Annexation petition and plan of services [2025-502] for approximately 843 acres located along Lebanon Pike and East Jefferson Pike, including an approximately 4,900-foot segment of Landfill Road ingress/egress right-of-way easement, an approximately 8,800-foot segment of Lebanon Pike right-of-way, and an approximately 7,900-foot segment of East Jefferson Pike right-of-way, City of Murfreesboro Administration Department applicant.**

The annexation study area includes one parcel located on the south side of East Jefferson Pike. The site is identified as Tax Map 46, Parcel 34.03 (809.09 acres) and is currently owned by BFI Waste Systems of Tennessee, LLC and developed with the Middle Point Landfill, some recreation fields, and the Rutherford County Convenience Center. Mayor and Council directed Staff to study its annexation. In 1995, after receiving a request for annexation from BFI, the City executed an agreement to serve BFI as an outside-the-City sewer customer and accept the leachate generated by Middle Point Landfill ("Leachate Agreement"). As a condition of extending sewer service to BFI, BFI agreed not to oppose annexation of its property in the future. Also included in the study area is an approximately 4,900-foot segment of Landfill Road ingress/egress right-of-way easement; an approximately 8,800-foot segment of Lebanon Pike right-of-way; and an approximately 7,900-foot segment of East Jefferson Pike right-of-way. TDOT has issued a statement of no objection to the annexation of its rights-of-way. The study area is located within the Urban Growth Boundary and is contiguous with the existing City limits.

Adjacent Land Use and Zoning:

The western half of the subject property is currently zoned H-I (Heavy Industrial) and the eastern half is zoned RM (Residential Medium Density) in unincorporated Rutherford County. No companion zoning request is included with this study. If annexed, the portion of the study area zoned H-I in the County would receive an interim zoning classification of L-I (Light Industrial) in the City, and the portion of the study area zoned RM would receive an interim zoning classification of RS-15 (Single-Family Residential).

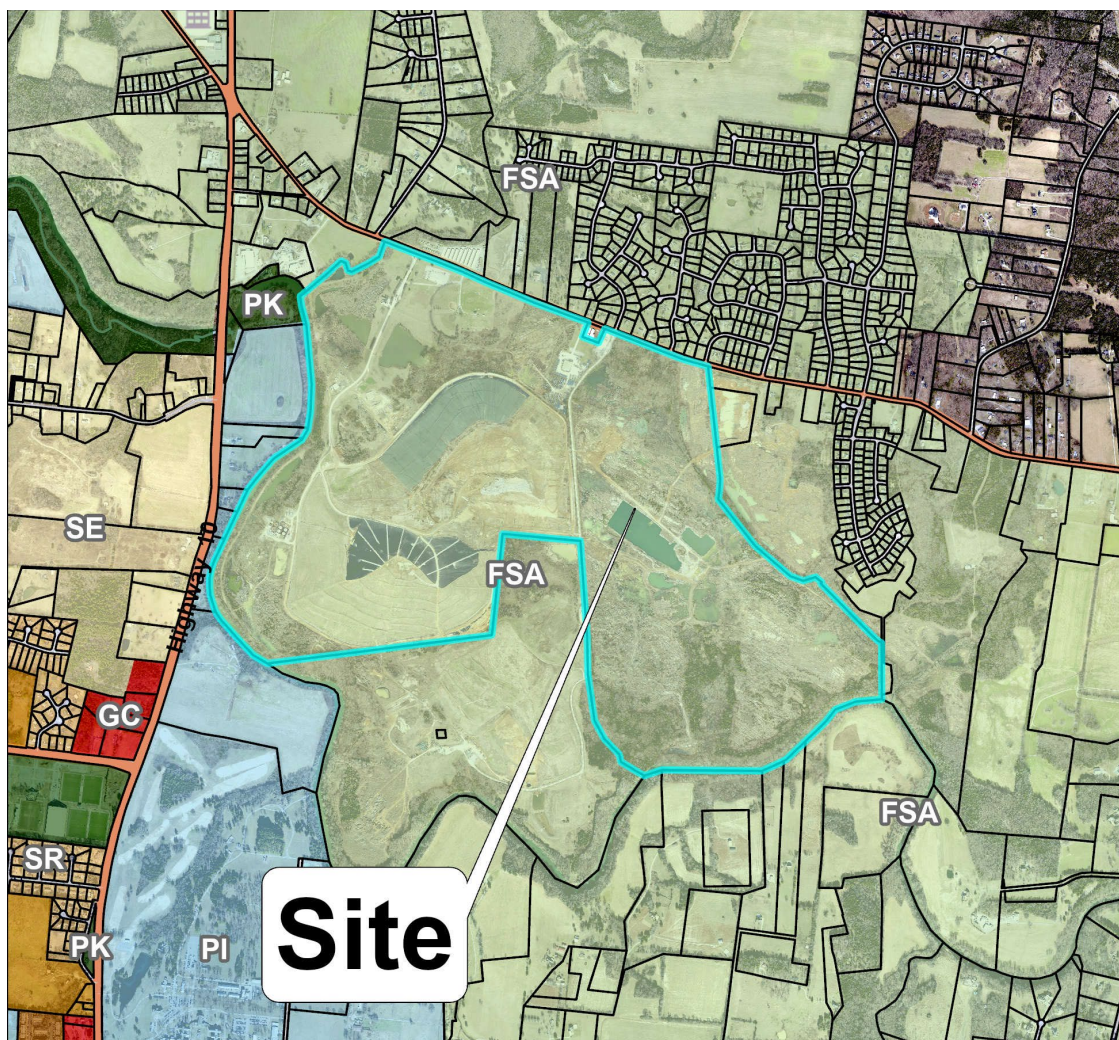
The surrounding area consists of a mixture of residential, commercial, and industrial zoning types and uses. The property to the north is located outside of the City limits of Murfreesboro and is developed as single-family residences, a

commercial self-storage facility, and a church. The area to the east is also located outside the City limits of Murfreesboro and is undeveloped but has been excavated. To the south is the Rutherford County landfill owned by Rutherford County Government. To the west there is a mixture of vacant land, single-family homes, and commercially developed properties.

Future Land Use Map:

The Future Land Use Map (FLUM) of the *Murfreesboro 2035 Comprehensive Plan* identifies the subject property as Future Study Area (FSA) and located outside of the service infill line, as shown on the map below. The Comprehensive Plan states that “the service infill line” is included “to help facilitate growth and development in an orderly, planned, and sustainable manner.” It further states that “City growth beyond this line could occur if the area undergoes a study and it is determined that it would be beneficial to include it within the City limits.”

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



Staff has prepared a Plan of Services for the proposed annexation to study the annexation of the property in its current state. The Plan of Services has been provided to the Planning Commission for the public hearing agenda report. Services will be able to be provided as indicated in the plan of services. Of note, however, the Murfreesboro Water Resources Department has indicated that sanitary sewer is not currently available to the subject property except for a private sewer pump station that collects the leachate from the landfill. In addition, the Murfreesboro Fire and Rescue Department has indicated that, due to the existing conditions on the site, it would recommend the purchase of a 4x4 mini pumper/rescue truck to ensure its ability to provide fire protection and emergency services in hard-to-reach areas of the subject property.

Staff Recommendation:

Staff is supportive of the annexation request for the following reasons:

1. The subject property is contiguous with the existing City Limits.
2. The subject property is located within the City's adopted Urban Growth Boundary.
3. Services can be extended to the subject property upon annexation.

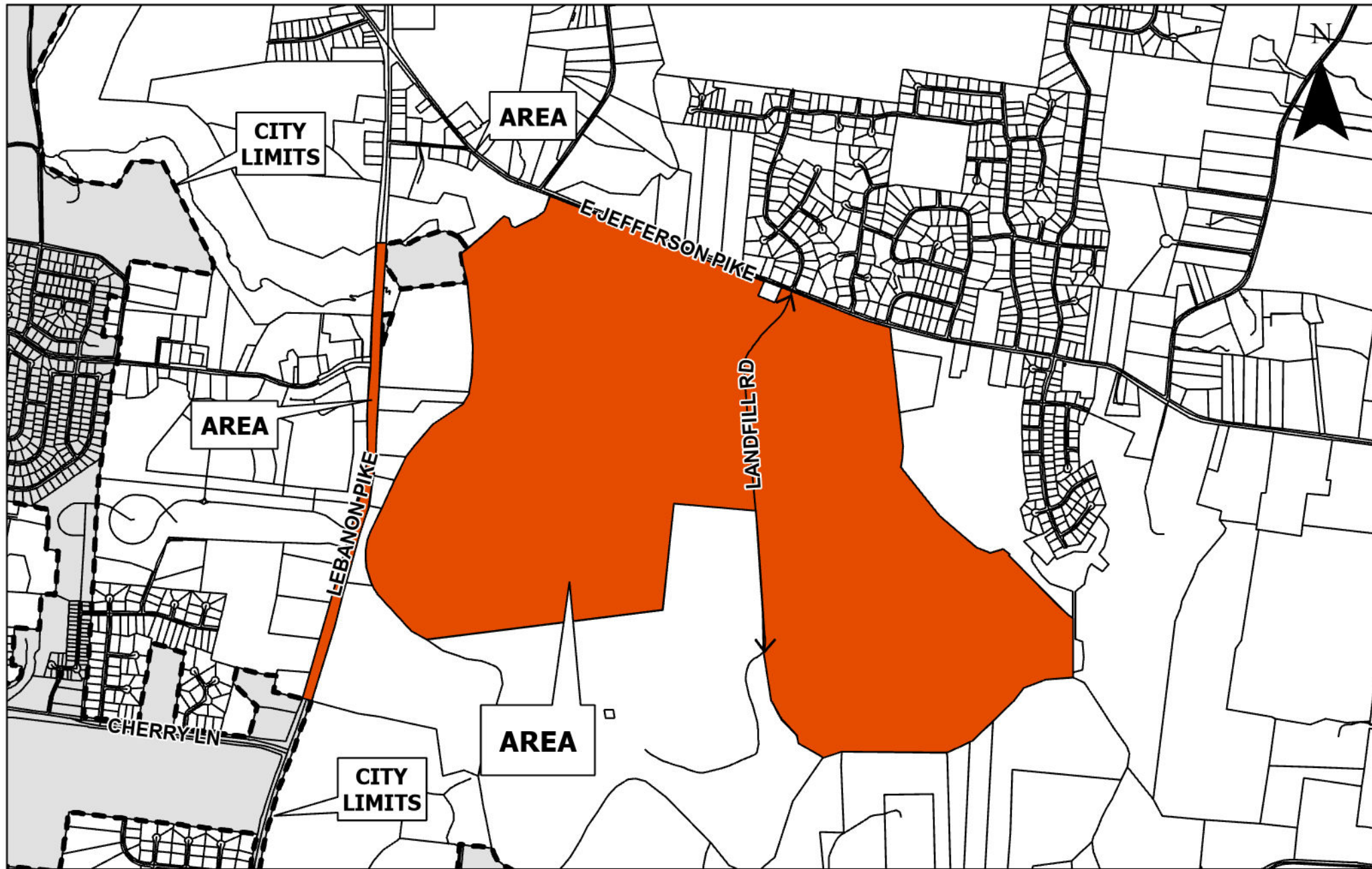
The City of Murfreesboro Transportation Department has recommended reducing the study area by removing all proposed public right-of-way that is located north of the Walter Hill Park, including all of the right-of-way of East Jefferson Pike in the study area and a portion of the Lebanon Pike right-of-way in the study area, in order to avoid annexing the skewed intersection of Lebanon Pike and East Jefferson Pike and the school zone that serves Walter Hill Elementary. The Planning Commission should consider whether to modify the study area in accordance with the Transportation Department's recommendation.

Action Needed:

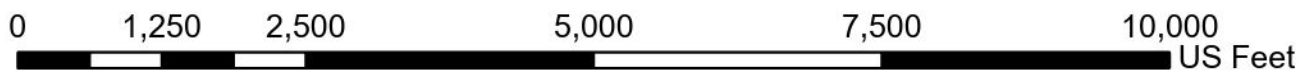
The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.

Attachments:

Ortho Map
Non-ortho Maps
Plan of Services

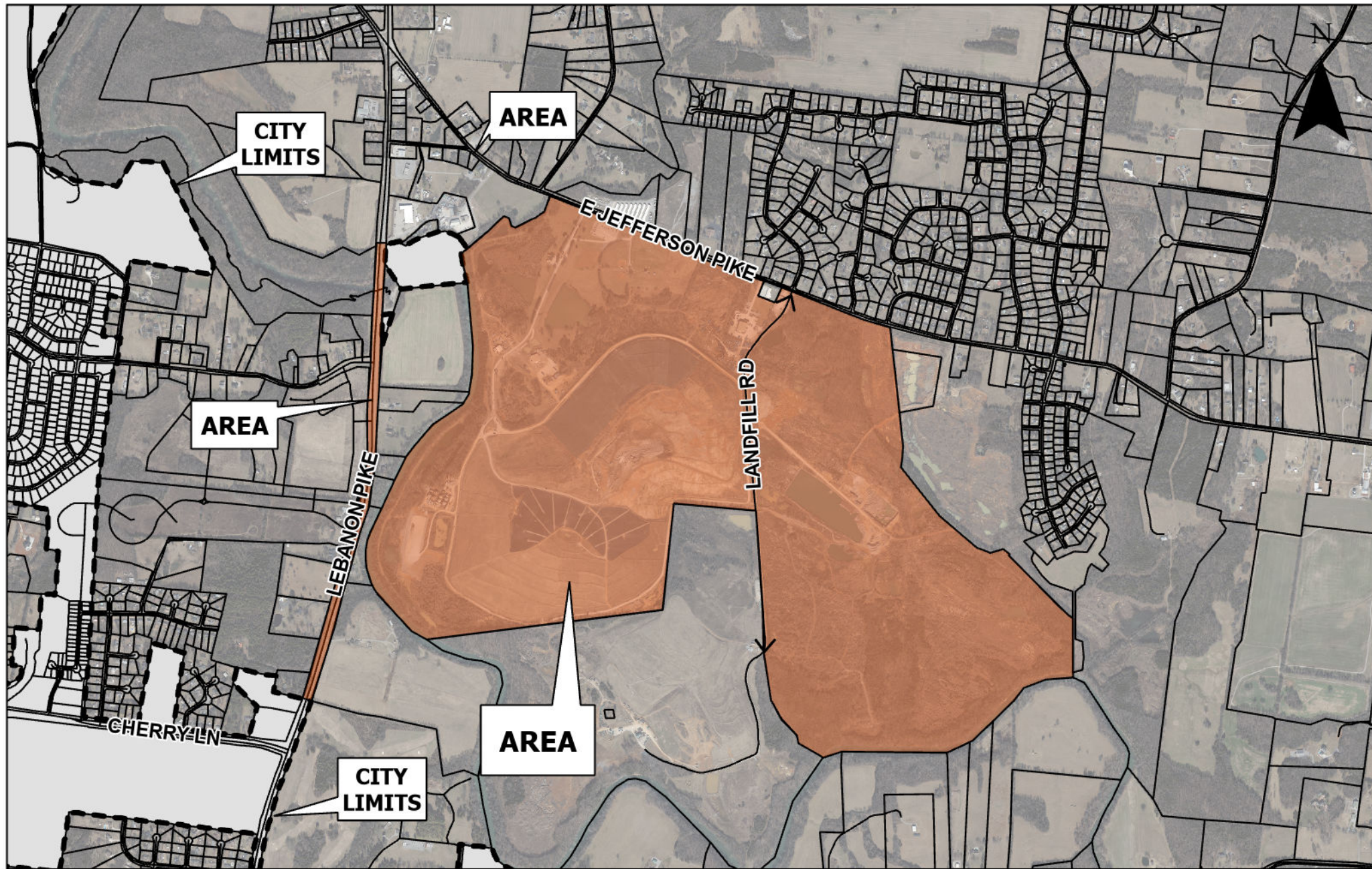


Annexation Study Area for property along
E Jefferson Pike & Lebanon Pike

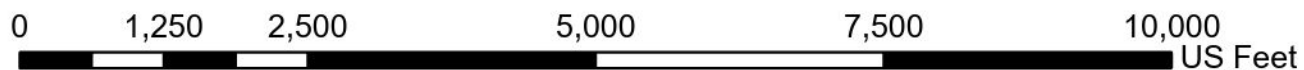


Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov





Annexation Study Area for property along
E Jefferson Pike & Lebanon Pike



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

MINUTES
OF THE CITY OF MURFREESBORO
PLANNING COMMISSION
City Hall, 111 W. Vine Street, Council Chambers
May 7, 2025, 6:00 PM

Members Present:

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

Staff Present:

Darren Gore, City Manager
Sam Huddleston, Asst. City Manager
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. Of Land Mgmt.& Plan.
Matthew Blomeley, Asst. Planning Dir.
Holly Smyth, Principal Planner
Brad Barbee, Principal Planner
Richard Donovan, Principal Planner
Marc Shackelford-Rowell, Planner
Adam Tucker, City Attorney
John Tully, Assistant City Attorney

1. Call to Order.

Chair Kathy Jones called the meeting to order at 6:00pm.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

None.

4. Approve Minutes of the April 16, 2025 Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the April 16, 2025 Planning Commission meeting; the motion was seconded by Mr. Tristan Carroll and carried by the following vote:

Aye: Jami Averwater
Tristan Carroll

MURFREESBORO PLANNING COMMISSION MINUTES

MAY 7, 2025

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

Mr. Brian Grover (landscape architect) was in attendance representing the application.

Chair Kathy Jones opened the public hearing.

There being no one to speak for or against the request, Chair Kathy Jones closed the public hearing.

Mr. Tristan Carroll moved to approve the rezoning subject to all staff comments; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Jami Averwater

Tristan Carroll

Ken Halliburton

Reggie Harris

Shawn Wright

Kathy Jones

Nay: None

Annexation petition and plan of services [2025-502] for approximately 843 acres located along Lebanon Pike and East Jefferson Pike, including an approximately 4,900-foot segment of Landfill Road ingress/egress right-of-way easement, an approximately 8,800-foot segment of Lebanon Pike right-of-way, and an approximately 7,900-foot segment of East Jefferson Pike right-of-way, City of Murfreesboro Administration Department 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. Sam Huddleston and Mr. Adam Tucker were in attendance representing the application. Mr. Huddleston spoke about the application.

Chair Kathy Jones opened the public hearing.

1. **Mr. Shawn McGowan of 538 Dallas Court** spoke in favor of the request.
2. **Mr. Kenneth Byrd of 7339 Antietam Lane** asked questions concerning water pollution and expansion of the landfill.

There being no one else to speak for or against the request, Chair Kathy Jones closed the public hearing.

MURFREESBORO PLANNING COMMISSION MINUTES

MAY 7, 2025

Mr. Tucker spoke briefly about the City's claims made in the pending lawsuit against BFI Waste Systems of Tennessee and Republic Services. Due to pending litigation, he could not go into further detail.

Mr. Shawn Wright stated that the City is not in support of expansion of the landfill.

Mr. Shawn Wright moved to approve the annexation and plan of services subject to all staff comments as well as excluding all East Jefferson Pike right-of-way and all Lebanon Pike right-of-way north of the Walter Hill Park parcel; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Jami Averwater

Tristan Carroll

Ken Halliburton

Reggie Harris

Shawn Wright

Kathy Jones

Nay: None

7. Staff Reports and Other Business:

Mandatory Referral [2025-704] for the dedication of an electric easement on City-owned property located along Lebanon Pike, Middle Tennessee applicant. Mr. Marc Shackleford-Rowell 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.

Vice-Chair Halliburton moved to approve the mandatory referral subject to all staff comments, including all recommended conditions of approval noted in the staff report; the motion was seconded by Mr. Tristan Carroll and carried by the following vote:

Aye: Jami Averwater

Tristan Carroll

Ken Halliburton

Reggie Harris

Shawn Wright

Kathy Jones

Nay: None

RESOLUTION 25-R-PSA-23 to adopt a Plan of Services for and to annex approximately 827 acres located on the south side of East Jefferson Pike near Lebanon Pike, including approximately 809.09 acres (Tax Map 46, Parcel 3403), an approximately 4,900-foot segment of Landfill Road ingress/egress right-of-way easement, and an approximately 6,000-foot segment of Lebanon Pike (US 231/SR10) right-of-way, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, City of Murfreesboro Administration department, applicant [2025-502]

WHEREAS, the Owner(s) of all property within the territory identified on the attached map as the “Area to be Annexed” have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a plan of services for the area proposed for annexation is attached hereto, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated (“TCA”) § 6-51-102; and

WHEREAS, a proposed annexation and plan of services were submitted to the Murfreesboro Planning Commission for study; and

WHEREAS, the Murfreesboro Planning Commission recommended the same, with modifications to the annexation area, following a public hearing on May 7, 2025, notice of which was published in a newspaper of general circulation in the City of Murfreesboro not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing, pursuant to TCA §§ 6-51-102 and 6-51-104; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Murfreesboro to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than twenty-one (21) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent, and copies of this resolution were published in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Murfreesboro on or about the same time, pursuant to TCA §§ 6-51-102 and 6-51-104; and

WHEREAS, this resolution and notice of the time, place and purpose of a public hearing on the proposed annexation and the plan of services was published on June 24, 2025 in the *Murfreesboro Post*, a newspaper of general circulation in such territory and the City of Murfreesboro, pursuant to TCA §§ 6-51-102 and 6-51-104; and

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the City Council of the City of Murfreesboro on July 17, 2025.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the following territory is hereby annexed and incorporated into boundaries of the City of Murfreesboro: Tax Map 46, Parcel 3403 (approximately 809.09 acres), an approximately 4,900-foot segment of Landfill Road ingress/egress right-of-way easement and an approximately 6,000 linear feet of Lebanon Pike (US 231/SR10) right-of-way, identified on the attached map as the "Area to be Annexed."

SECTION 2. That the plan of services for this territory, attached hereto, is approved and the same is hereby adopted.

SECTION 3. That the City Manager shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Rutherford County Mayor.

SECTION 4. That a signed copy of this resolution shall be recorded with the Rutherford County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Rutherford County Assessor of Property.

SECTION 5. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.

SECTION 6. That the Rutherford County Election Commission shall be notified that the annexation took place, so that a revised map of the voting precincts may be sent to the Office of Local Government and to the Office of Management Information Services for the Tennessee General Assembly, following adoption of this resolution.

SECTION 7. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

SECTION 8. That this Resolution shall take effect upon its passage, the public welfare and the welfare of the City requiring it.


Passed: _____

Shane McFarland, Mayor

ATTEST:

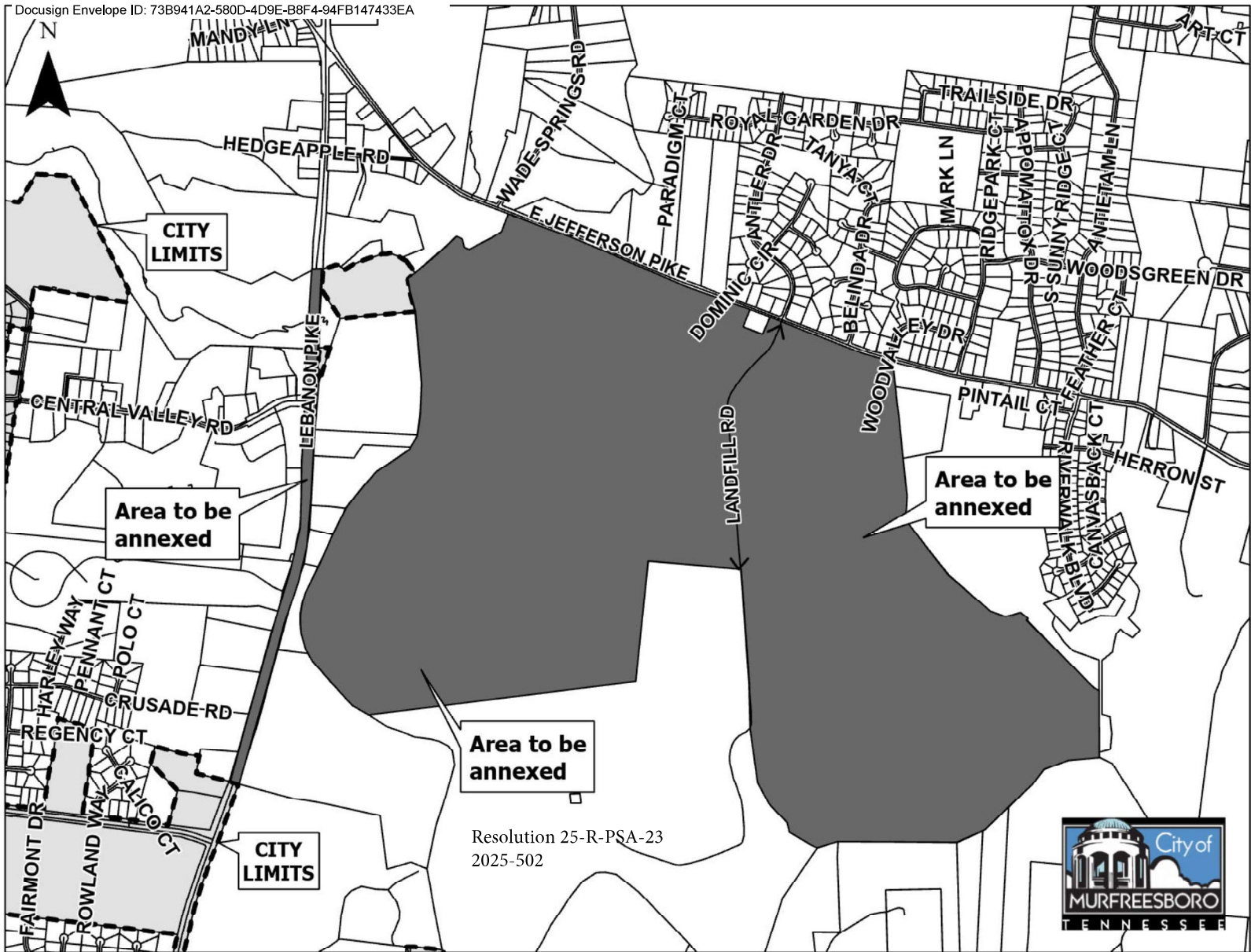
APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:


43A2835E51F8481...
Adam F. Tucker
City Attorney

SEAL



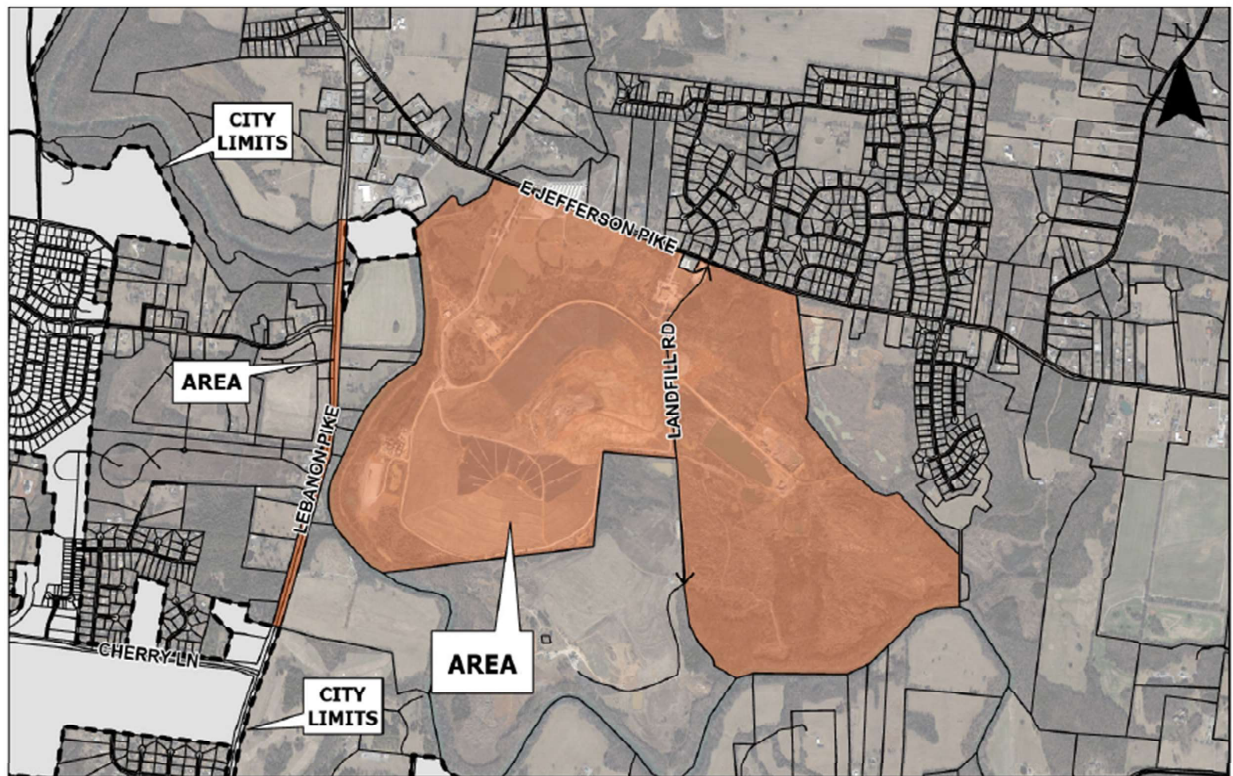
Resolution 25-R-PSA-23

**ANNEXATION REPORT FOR PROPERTY
LOCATED ALONG LEBANON PIKE AND
EAST JEFFERSON PIKE
INCLUDING PLAN OF SERVICES
(FILE 2025-502)**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
MAY 7, 2025**

**REVISED FOR THE MURFREESBORO CITY COUNCIL
JULY 17, 2025**



Annexation Study Area for property along
E Jefferson Pike & Lebanon Pike

0 1,250 2,500 5,000 7,500 10,000 US Feet

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

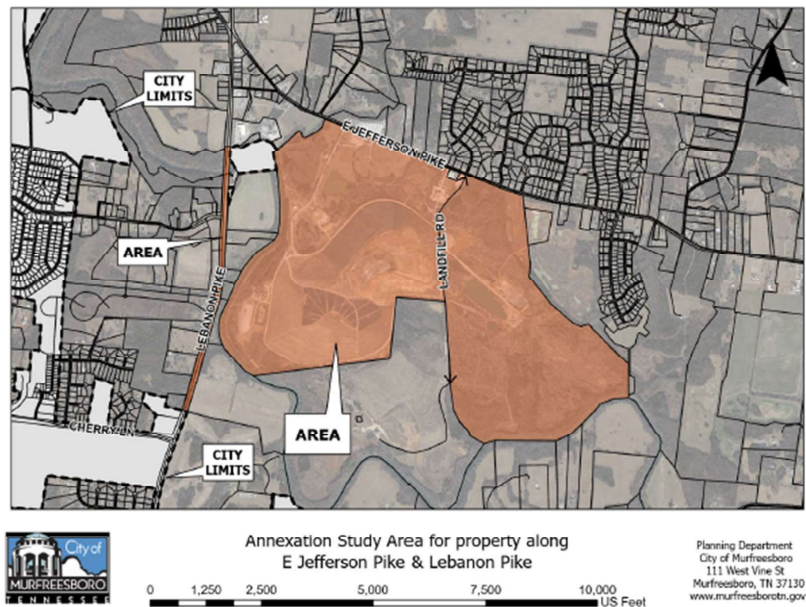
INTRODUCTION

OVERVIEW

The annexation study area includes one parcel located on the south side of East Jefferson Pike that is currently owned by BFI Waste Systems of Tennessee, LLC and developed with the Middle Point Landfill, waste management and collection facilities, gas and leachate management facilities, some recreation fields, and the Rutherford County Convenience Center. Mayor and Council directed Staff to study its annexation. In 1995, the City executed an agreement to serve BFI as an outside-the-City sewer customer and accept the leachate generated by Middle Point Landfill ("Leachate Agreement"). As a condition of extending sewer service to BFI, BFI agreed not to oppose annexation of its property in the future. The annexation study area includes the following properties:

- Tax Map 46, Parcel 34.03 (809.09 acres)
- Landfill Road ingress/egress right-of-way easement ~4,900 feet
- Lebanon Pike (US 231/SR10) right-of-way ~6,000 feet

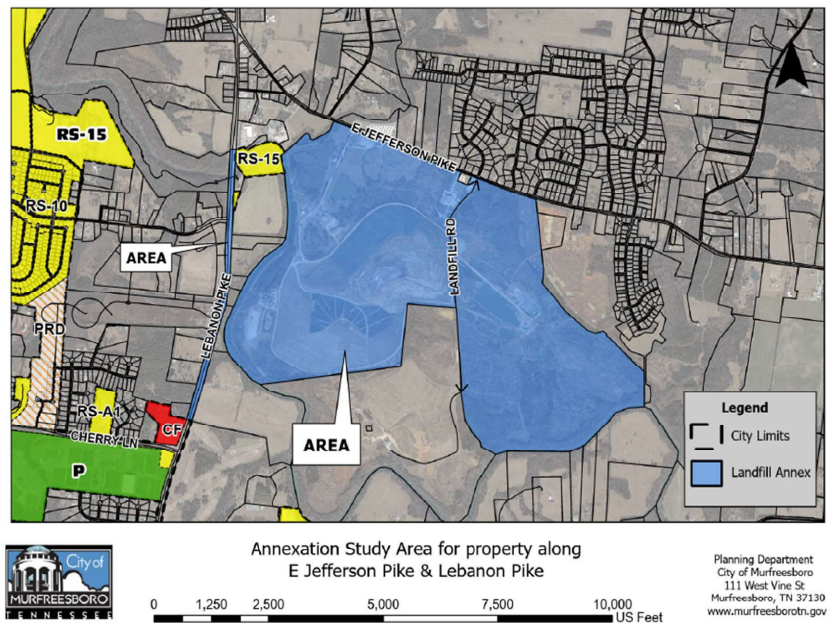
The annexation study area is located within the City's Urban Growth Boundary and is contiguous with the existing City limits.



SURROUNDING ZONING

The study area consists of one parcel located to the east of Lebanon Pike and south of East Jefferson Pike. The parcel is currently developed as the Middle Point Landfill. The parcel is currently zoned both RM (Residential Medium Density – eastern half) and H-I (Heavy Industrial – western half) in the unincorporated areas of Rutherford County. If annexed into the City the property would receive a zoning of RS-15 (Residential Single Family) for the portion currently zoned RM in the County and L-I (Light Industrial) for the portion zoned H-I in the County, respectively.

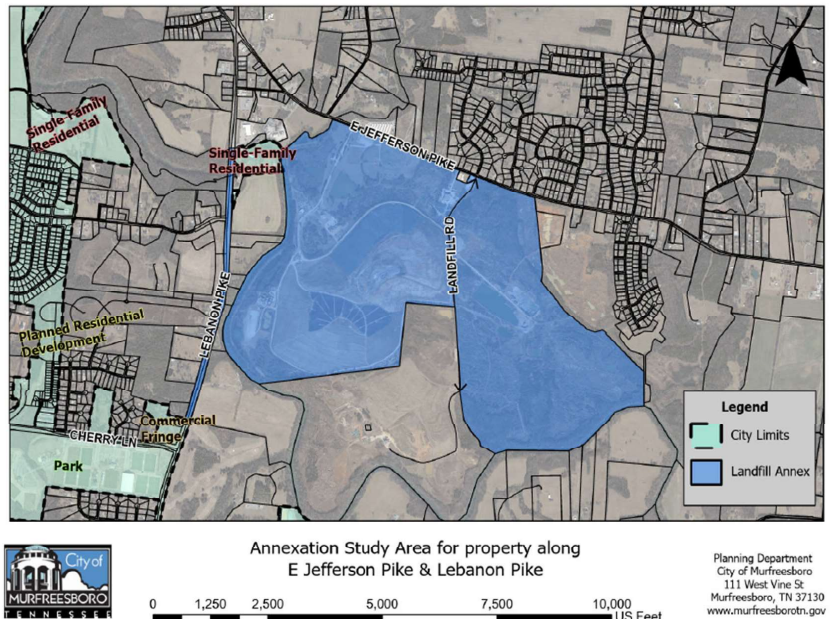
The surrounding area to the north, east, and south is located in the unincorporated portions of Rutherford County. Properties to the north are mostly zoned RM (Residential Medium Density), with an area of (CG) Commercial General, and L-I (Light Industrial) located across from the subject property. Areas to the east are zoned RM. The properties to the south are zoned RM, H-I (Heavy Industrial), and IN (Institutional). Land to the west is also located in the unincorporated areas of Rutherford County and is zoned RM and CS. There are two parcels to the west along Lebanon Pike that are located inside the City limits (Walter Hill Park) and zoned RS-15 (Residential Single-Family).



SURROUNDING LAND USE

The study area consists of one parcel located to the east of Lebanon Pike and south of East Jefferson Pike. The parcel is currently developed as the Middle Point Landfill.

The surrounding area consists of a mixture of residential, commercial, and industrial zoning types and uses. The property to the north is located outside of the City limits of Murfreesboro and is developed as single-family residences, a commercial self-storage facility, and a church. The area to the east is also located outside the City limits of Murfreesboro and is undeveloped but has been excavated. To the south is the Rutherford County landfill owned by Rutherford County Government. To the west is a mixture of vacant land, single-family homes, a park, and commercially developed properties.



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2025 will be due on December 31, 2026. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$0.9526/\$100.00 assessed value. Commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

Table I
Estimated Taxes from Site

Owner of Record	Tax Map and Parcel	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
BFI Waste Systems of Tennessee, LLC.	45-034.03	809.09	\$9,052,000	\$1,248,000	\$4,120,000	\$39,247.12

These figures are for the property in its current state and assessed at the commercial rate of 40 percent.

Sales tax currently collected, if any, will be reserved for Rutherford County at a base amount for 15 years. Sales tax collected above the base rate during the 15 years of reservation will be remitted to the City by the State. The City, County, and State must coordinate information on the annexation, businesses impacted by annexation, and amounts of sales tax collected for the base year and future years.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police services through the Rutherford County Sheriff's Department and Tennessee Highway Patrol. If annexed, the Murfreesboro Police Department could begin providing services that include patrol-related functions, criminal investigations, and community engagement initiatives. These services would be provided immediately upon the effective date of annexation. The current police zone that borders the study area is Zone 3. Traffic enforcement and responding to incidents on the public roads would place additional demands on Zone 3 patrols.

ELECTRIC SERVICE

The study area is currently served by and will continue to be served by Middle Tennessee Electric (MTE) if annexed.

STREET LIGHTING

No streetlights are currently in place along Lebanon Pike. Street lighting would not be installed as part of the annexation. Any new development would need to provide appropriate street lighting along any new public streets at the developer's expense.

SOLID WASTE COLLECTION

In its current state developed as a landfill, the Solid Waste Department will not serve the subject property, and no additional equipment or manpower will be needed to serve the study area.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro attend Murfreesboro Elementary Schools and receive free or reduced lunches also receive free or reduced recreational fees. The existing recreational facility on the subject parcel will remain privately-owned and will have no impact on the City's Recreation Department.

CITY SCHOOLS

The Murfreesboro City Schools (MCS) system serves kindergarten grades through sixth and is offered to students who reside within the City of Murfreesboro. Currently the annexation study area is developed as a landfill. The property is located outside the Erma Siegel Elementary School zone and would become part of this school's zoned area if annexed. Since the study area does not include any residential dwellings, this annexation would have no impact on Erma Siegel or the school system as a whole.

BUILDING AND CODES

The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. If new development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

STREETS AND ACCESS

The annexation study area includes approximately 6,000 linear feet of Lebanon Pike (US 231/SR 10) right-of-way. The right-of-way within the study area would be maintained by the City of Murfreesboro via an existing contract with TDOT.

It appears from the layout of the landfill property, there will be no new public connections or access driveways to Lebanon Pike.

Any future public roadway facilities to serve the study area must be constructed to City standards.

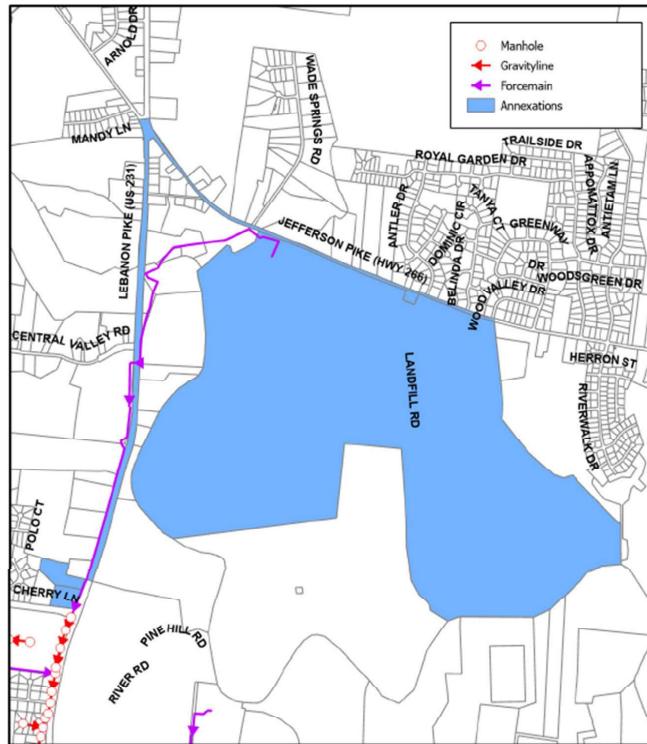
REGIONAL TRAFFIC & TRANSPORTATION

The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates that Lebanon Pike is operating at a Level of Service C in the study area based on average daily traffic (ADT). The 2040 Level of Service Model shows that Lebanon Pike falls to a level of service F without the proposed improvements recommended in the 2040 MTP.

The section of Lebanon Pike between Jefferson Pike and Cherry Lane is heavily congested during morning and evening peak hours. Motorists at the unsignalized intersection of Central Valley Road and Lebanon Pike currently experience excessive delays and, upon annexation, the traffic operations at the intersection will become the responsibility for the City of Murfreesboro.

SANITARY SEWER SERVICE

Currently, sanitary sewer is not available to the property except for a private sewer pump station that collects the leachate from the Middle Point Landfill. The sewer pump station is privately owned, but the off-site sewer force main is owned and maintained by the Murfreesboro Water Resources Department (MWRD), which connects and discharges into a sewer manhole at the intersection of Cherry Lane and Memorial Boulevard. There are no other connections to this sewer force main and to MWRD's knowledge, there isn't a connection for domestic sanitary waste from the landfill, the park, or the Rutherford County convenience center.



MURFREESBORO WATER RESOURCES DEPARTMENT

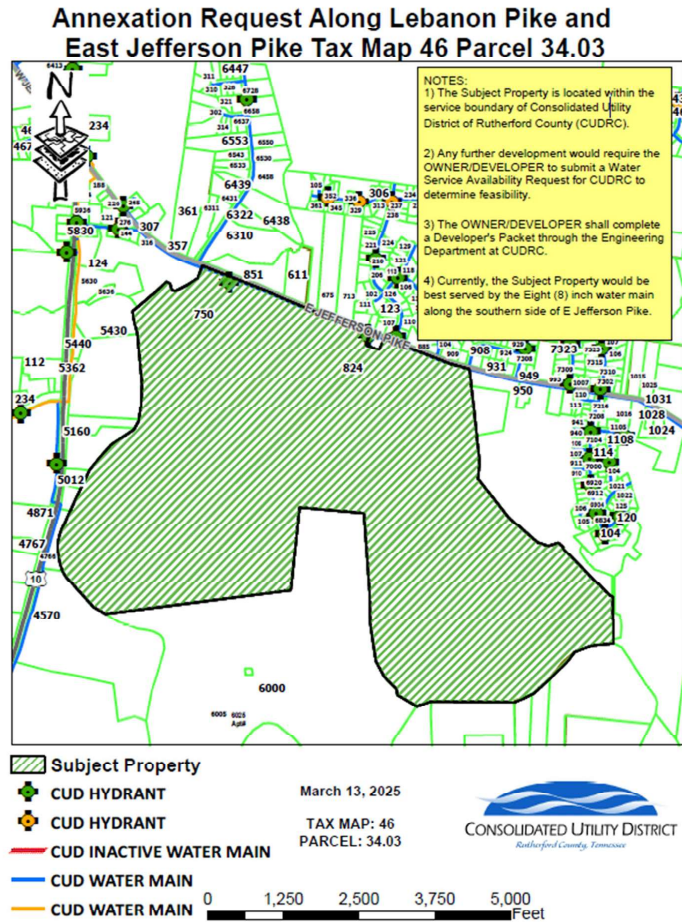
Annexation Request for E Jefferson Pike & Lebanon Pike



WATER SERVICE

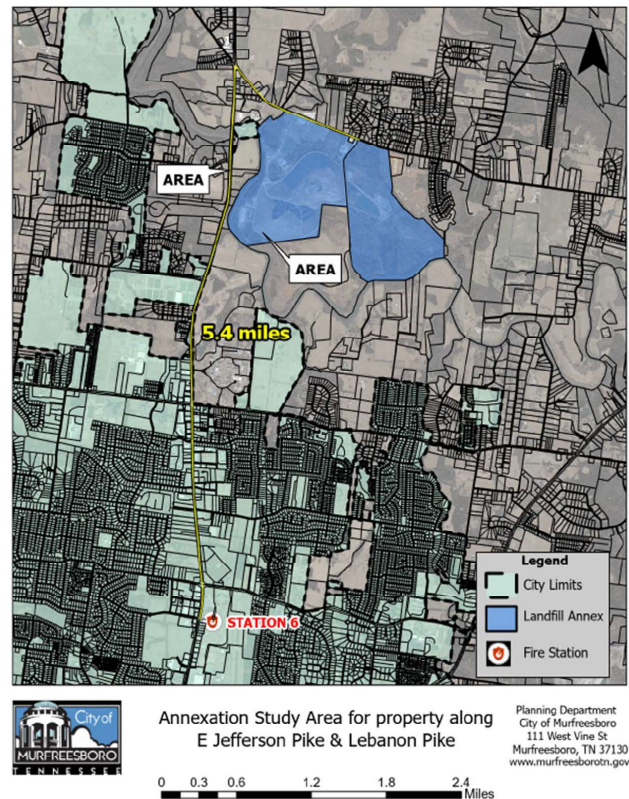
The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. The study area is presently served by an 8-inch water main located along the south side of East Jefferson Pike.

Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUDRC's Developer Packet through CUDRC's Engineering Department prior to entering the construction phase. Any new water line development must be done in accordance with CUDRC's development policies and procedures.



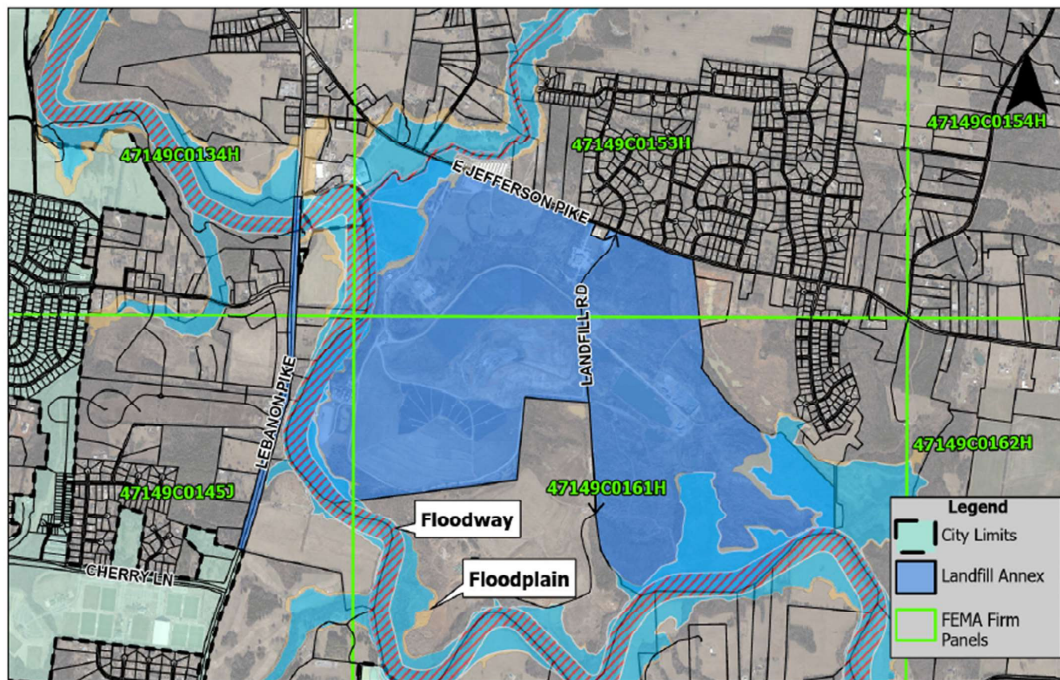
FIRE AND EMERGENCY SERVICE

The Murfreesboro Fire Rescue Department (MFRD) will be able to provide fire protection and emergency services to the study area immediately upon annexation. However, serving the subject parcel will place additional demands on coverage for responding units in Stations 6 and 7 territories. Additional first responder calls for accidents and incidents on Lebanon Pike will place additional demand on the responding stations as well. The impact on the Fire Marshal's office for routine inspections is expected to be minimal.



FLOODWAY

Portions of the study area are located within the 100-year floodplain (light blue on the map below) and within the regulatory floodway (red hatch marks on the map below) as delineated on the Flood Insurance Rate Map (FIRM) developed by the Federal Emergency Management Agency (FEMA).



Annexation Study Area for property along
E Jefferson Pike & Lebanon Pike

0 1,250 2,500 5,000 7,500 10,000
US Feet

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

DRAINAGE

Public Drainage System

Public drainage facilities available in the study area include facilities in Lebanon Pike. This drainage system is the responsibility of TDOT for routine maintenance.

No additional public drainage systems are in the study area. Any new public drainage facilities must meet City standards.

Regional Drainage Conditions

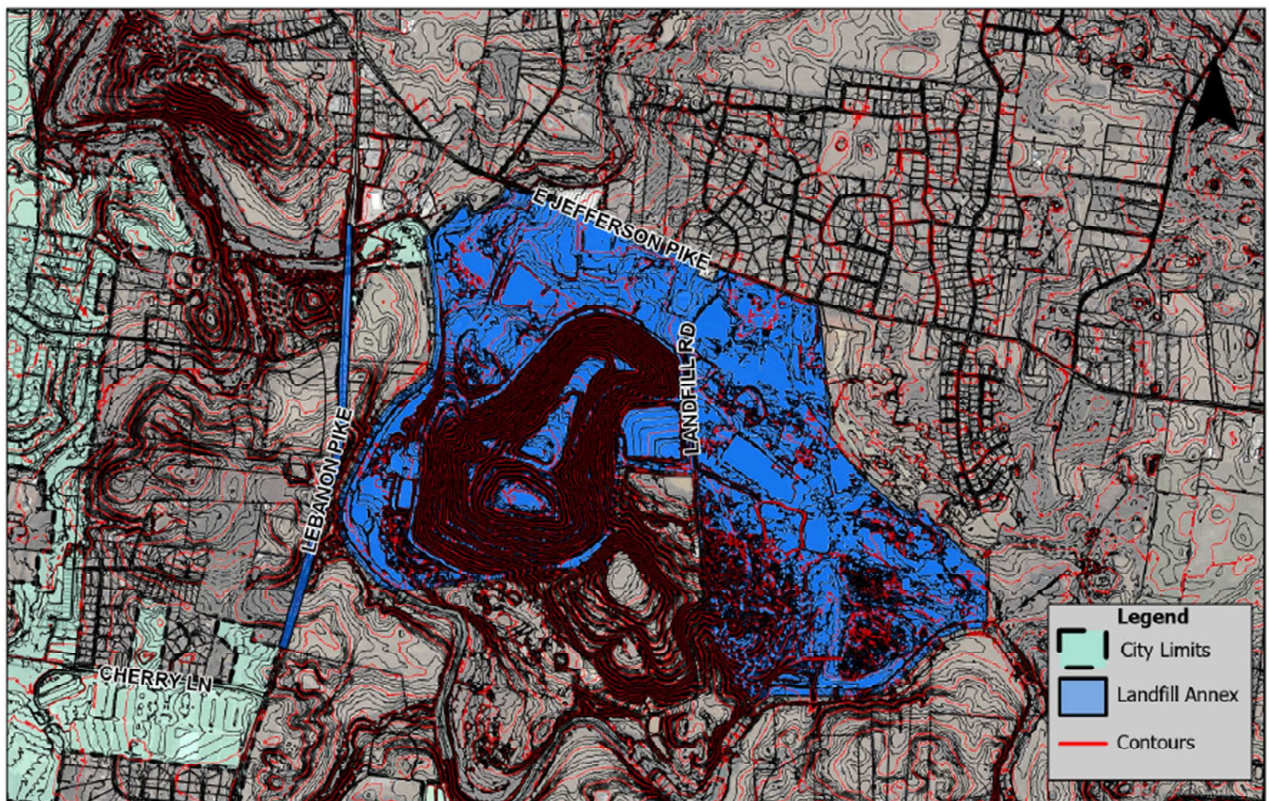
The East Fork of the Stones River runs along the west and south property lines of the landfill property.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area.

The annexation study area will generate stormwater fees of approximately \$500 per month based on an estimate of impervious area of over 600,000 square feet. A Stormwater Customer Profile would be completed upon annexation to determine the actual fee.

The topographical map below shows the change in elevation across the property. The distance between each line represents an increase, or decrease, of 1 foot and traces the contours of the land in order to create a three-dimensional representation of the site conditions.



Annexation Study Area for property along
E Jefferson Pike & Lebanon Pike

0 1,250 2,500 5,000 7,500 10,000 US Feet

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PROPERTY AND DEVELOPMENT

Any new connections to Lebanon Pike must be approved by TDOT and also the City Engineer if the subject right-of-way is annexed.

Developments along this roadway will require participation in improvements to upgrade the roadway and ROW/easement dedication in accordance with the City's Substandard Street policy requirements.

Lebanon Pike is on the City's Major Transportation Plan and is planned to be widened by TDOT to a 5-lane roadway section.

ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to the Tennessee Growth Policy Act, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Amending the PCD zoning for property along Dejarnette Lane
[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 23.7 acres located along the north side of Dejarnette Lane.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of this zoning request on June 4, 2025.

Background Information

Swanson Developments, LP presented to the City a zoning application [2025-407] to amend the existing PCD (Planned Commercial District) zoning on approximately 23.7 acres located along the north side of Dejarnette Lane. During its regular meeting on June 4, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval subject to the following conditions:

- 1) The required buffer along the eastern boundary of areas B & D shall be a Type B buffer with a 6'-tall privacy fence in addition to the standard buffer plantings. The minimum height of all trees planted in this buffer shall be 8' at the time of planting.;
- 2) The required buffer and fence along the eastern boundary of areas B & D shall be designed so as not to conflict with any existing or proposed utilities or infrastructure and, if located in easements, appropriate permission from the easement holder(s) shall be secured.;
- 3) Drive-in restaurants and restaurants with drive-thrus shall not be permitted on areas B & D.

After the Planning Commission's recommendation, the applicant revised the pattern book accordingly to address the above conditions.

Council Priorities Served

Improve Economic Development

This rezoning allows an increase in the number of permitted commercial uses in the Dejarnette Place, which responds to market conditions and helps to ensure that the resulting development is vibrant and successful. In addition, upon development, it will create employment opportunities for the community and generate tax revenue for the City.

Attachments:

1. Ordinance 25-OZ-24
2. Maps of the area
3. Planning Commission staff comments from 06/04/2025 meeting
4. Planning Commission minutes for 06/04/2025 meeting
5. Amended Dejarnette Place PCD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS – JUNE 4, 2025
PROJECT PLANNER: HOLLY SMYTH**

5.a. Zoning application [2025-407] to amend the existing PCD zoning (Dejarnette Place PCD) on approximately 23.7 acres located along DeJarnette Lane, Swanson Developments, LP applicant.

The subject area is part of the existing Dejarnette Place Planned Commercial District (Dejarnette Place PCD - file #2007-415) located on the north side of Dejarnette Lane east of Memorial Boulevard. Access to the lots in the development will be through the center of the PCD through the recently constructed Sword Court and Lido Court, which are both public streets. Several excerpted pages of the 2007 PCD are attached to the end of the staff report for reference. The grading, drainage, and public street improvements for the development are generally complete but no site plans have been submitted for the individual lots and they remain vacant.

The new PCD still includes 5 distinct developable lot areas and a common area for regional drainage. Each zone detailed in the pattern book includes use tables, building height limitations, and landscape modifications that will help adequately protect potential future airspace should the Murfreesboro Municipal Airport runway be expanded to be 5,000' in the future. Included uses are generally from the CH- Commercial Highway zone listings such as retail, restaurants, grocery, various offices and artisan uses less than 3,000 square feet with the removal of several uses that may conflict with the airport as discussed further below in Areas A, B, C & D. Area E has a far more limited list that is a smaller sub-set of those allowed in the other 4 areas but then includes self-service storage (both indoor and outdoor) which the 2007 PCD allows.

Modified permitted use tables are incorporated into the program book on pages 13, 14, and 15. Previously allowed uses are not highlighted but the new proposed uses are highlighted in yellow and include the following: artisan use <3,000 ft², artisan brewery, fitness studio <3,000 ft², grocery stores, drive-in restaurant, specialty restaurant, specialty-limited restaurant, specialty shop, and artisan winery. Prohibited uses include Institutional group assembly (which includes institutional uses with 50 or more persons) and gas stations to help limit exposure should an airplane crash near the take-off zone impacting high levels of persons or potentially explosive uses. Of note, no commercial "group assembly" uses are included in any of the use tables. Lastly, vape shops are also proposed to be prohibited given the proximity to adjacent residential uses.

Maximum building heights for those areas closest to Dejarnette Lane labeled areas A and B are lower given their closer proximity to the airport, while those areas in the PCD further to the north and further from the runway allowing some increased maximum building heights. Incorporation of maximum heights for buildings (which include any roof-mounted equipment), landscaping, and lighting poles are also incorporated. Maximum building heights in areas A and B are limited to 30', areas C and D are limited to 35', and area E is limited to 45'. Landscape buffers will have the same height limitations and will be based on CH standards depending upon the adjacent uses.

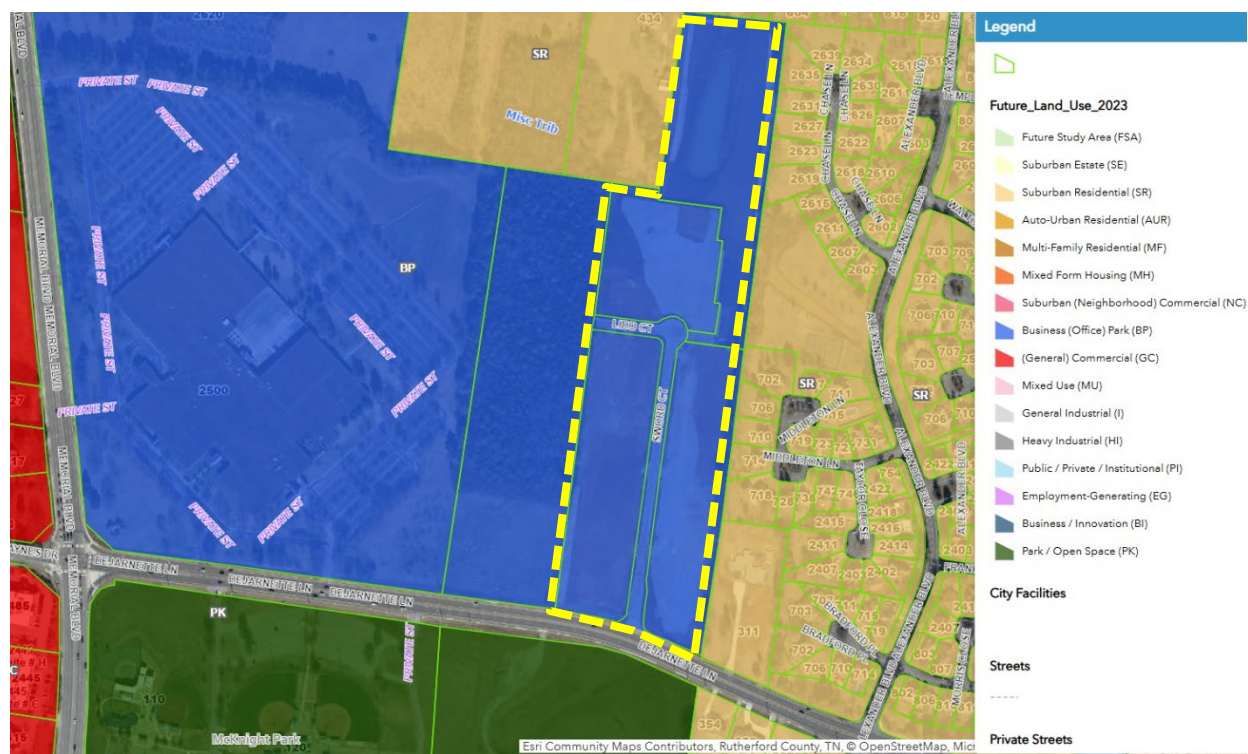
Design layout standards and conceptual architectural facades have been removed from the pattern book, as the development proposes to instead simply follow the Citywide Design Guidelines and utilize the building setbacks of CH (Highway Commercial) zoning district.

Aviation-related issues have been incorporated into a new page 18 in the program book to focus on airport and aircraft protection. The program book also proposes that an aviation easement be recorded in this development along the DeJarnette Lane frontage.

Adjacent Zoning and Land Uses

The PCD is directly north of DeJarnette Lane and areas zoned P (Park) containing McKnight Park, SportsCom, and the Murfreesboro Municipal Airport, east of a vacant parcel zoned RS-15 (Single-Family Residential) which is adjacent to the State Farm complex zoned PCD (Planned Commercial District), west of a single-family subdivision named Bradford Place zoned PUD (Planned Unit District) and a single-family home on an RS-15 zoned lot, and south of a few single family homes on RS-15 and RS-12 (Single-Family Residential) zoned lots located along Osborne Lane.

Future Land Use Map



The Murfreesboro 2035 Comprehensive Plan Future Land Use Map indicates that Business Office Park (BP) is the most appropriate land use character for the subject property. The purpose of BP is to foster stability and growth of high-quality office, technology, research and development centers, and similar industries that provide desirable employment opportunities for the general welfare of the community. Business Parks are suburban in character, are typically developed in a campus-style setting that features reduced site coverage and increased open space; and may include offices and associated administrative, executive professional uses, and specified institutional and

limited commercial uses. Characteristics include open space ranging from 20-30% of the site and extensive perimeter plantings. Site operations are conducted indoors with no outdoor storage or display. Suggested zoning districts include the various office districts or PCD.

The original PCD and the amended PCD have always included opportunities for both retail and office areas as well as potential interior and exterior storage options. Given these specifics it seems that the amended PCD is mostly consistent with the future land use map while providing new protections to the adjacent airport.

Recommendation

Staff is supportive of this zoning request as mentioned above for the following reasons:

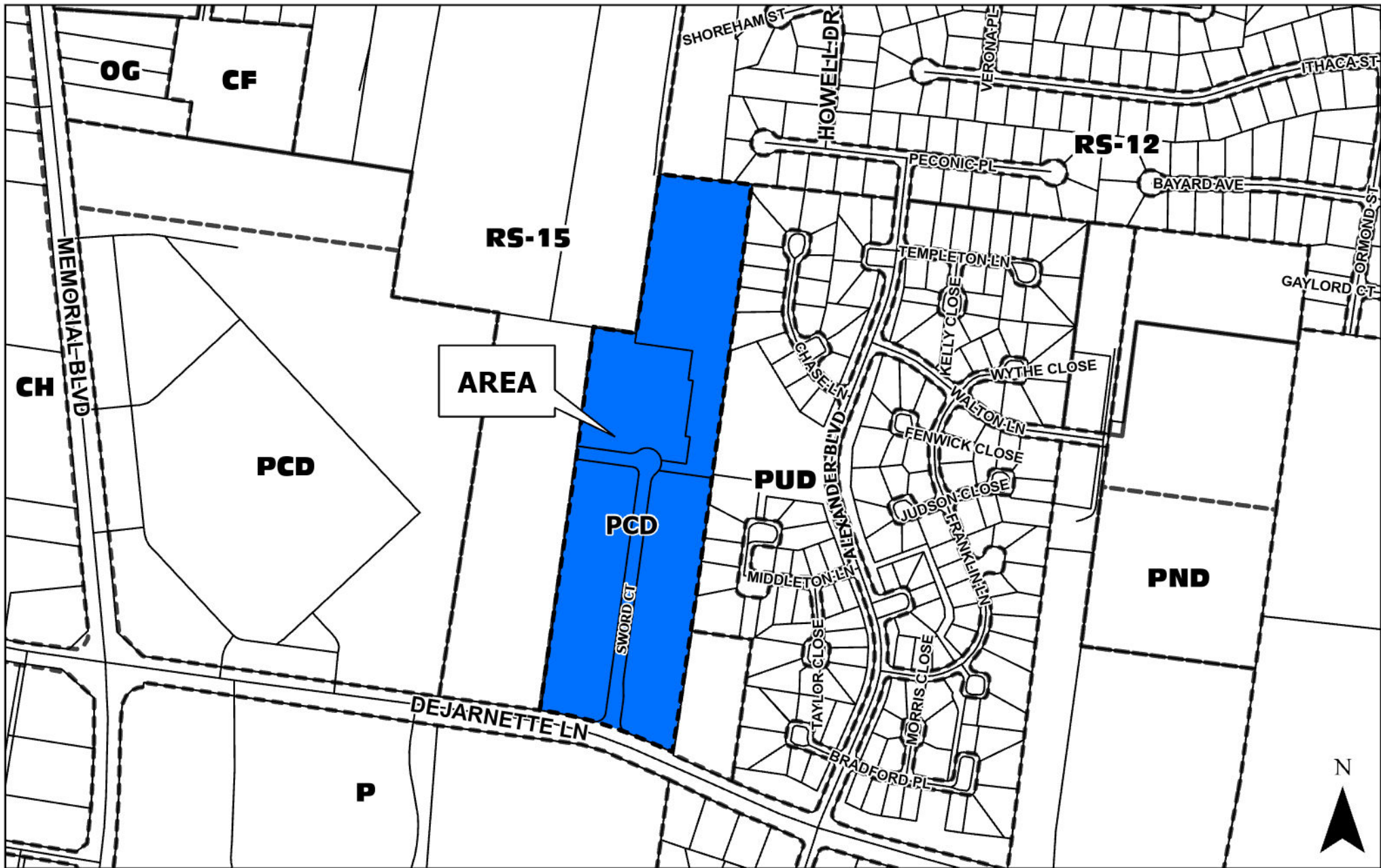
- The newly-added uses are compatible to adjacent single-family residential uses.
- Adding prohibited uses of institutional group assembly and gas fueling reduces potential risk exposure should there be an airport-related accident north of the runway.
- Limiting building, landscape, and utility heights on the various lots based on their proximity to the airport supports potential future runway expansion in line with FAA standards.
- Creation of an aviation easement within the front of Lots A & B guarantees height limitations tied to the land as soon as the first development moves forward.
- The new PCD requires the filing of Part 7460-1 form with the FAA prior to permit issuance for any building construction or use of cranes to ensure that the height limitations are implemented.
- The 2007 PCD did not specify if internal streets should be city right-of-way and the proposed amendment clarifies that the circulation is through City right of way with potential connectivity through the State Farm site if it redevelops back to Memorial Boulevard.
- Defaulting to the use of the Design Guidelines and the site plan review process allows the developer more flexibility as specific tenants are identified.

Action Needed

The applicant will be available at the Planning Commission meeting to make a presentation regarding this proposed PCD amendment and to answer any questions. The Planning Commission will need to conduct a public hearing prior to making a recommendation to the City Council.

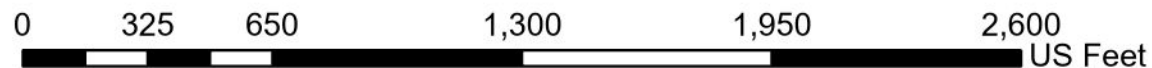
Attachments

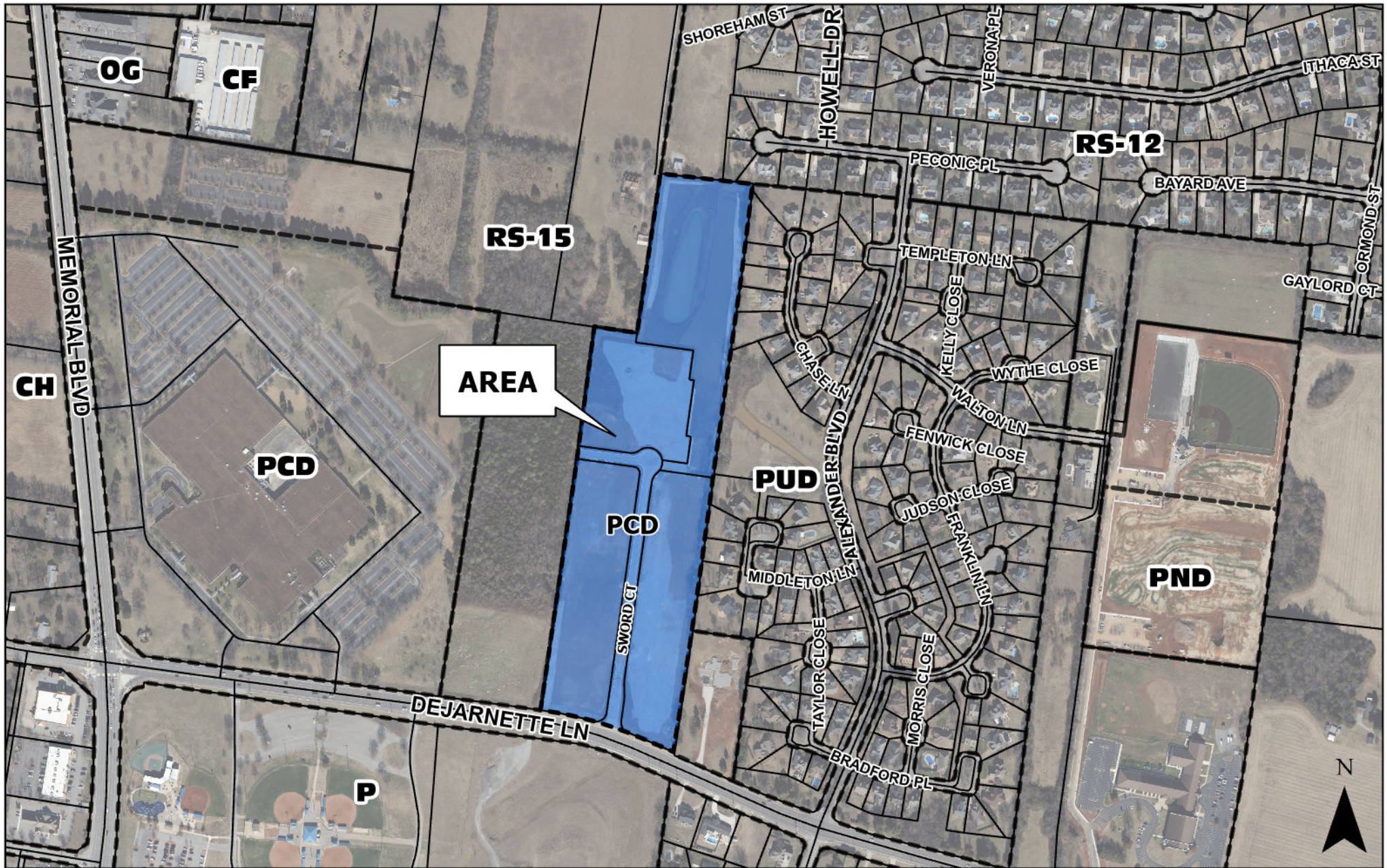
- Non-Ortho Map
- Ortho Map
- Amended Program Book
- Currently Approved PCD #2007-415



Zoning request for property along DeJarnette Lane PCD Amendment (DeJarnette Place PCD)

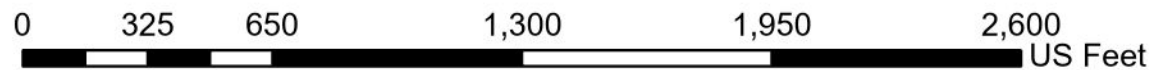
Planning Department
City of Murfreesboro
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Zoning request for property along DeJarnette Lane PCD Amendment (DeJarnette Place PCD)

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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: Swanson Developments, L.P.

Address: 1188 Park Avenue **City/State/Zip:** Murfreesboro, TN 37129

Phone: 615-217-0000 **E-mail address:** [REDACTED]

PROPERTY OWNER: Swanson Developments, L.P.

Street Address or property description: Sword Court

and/or Tax map #: 68 **Group:** _____ **Parcel (s):** 137.02

Existing zoning classification: PCD

Proposed zoning classification: PCD **Acreage:** 23.7

Contact name & phone number for publication and notifications to the public (if different from the applicant): Huddleston-Steele Engineering, Inc. Attn: Chris Maguire; 615-893-4084

E-mail: [REDACTED]

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 4-16-25

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

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

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

4.17.2024

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

Re: DeJarnette PCD Rezoning

Described as Tax Map 068, Parcels 13702, 13704, and 13705

Dear Mr. Newman,

On behalf of our client, Joe Swanson Jr, we hereby request to rezone 23.7+/- acres. We plan to develop this property as a retail center serving the northeastern portion of Murfreesboro. The property is currently zoned PCD and we are requesting an amended PCD zoning.

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

Sincerely,

Clyde Rountree

Clyde Rountree, RLA

07/02/2025

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

RE: Dejarnette Place PCD
PRD Book Summary of Changes

Dear Holly Smyth,

We have reviewed your comments on the above-referenced PRD rezoning, and we have revised the PRD book accordingly. Revisions have been outlined below.

Program Book revisions

Development Services – Planning

Holly Smyth, 615.893.6441, hsmyth@murfreesborotn.gov

Title Page: Added updated submittal date and purpose.

Page 13: Updated color of Lot E on reference map to “pink”. Updated Page Title to read “SITE PLAN FOR LOTS A & B”. Updated Prohibited Uses to include “Drive-In Restaurants...” and change “Vape Shop” to “Retail Shop: Tobacco, Vape, Dispensary.”

Page 14: Updated color of Lot E on reference map to “pink”. Updated Page Title to read “SITE PLAN FOR LOTS C & D”. Updated Prohibited Uses to include “Drive-In Restaurants...” and change “Vape Shop” to “Retail Shop: Tobacco, Vape, Dispensary.”

Page 15: Updated color of Lot E on reference map to “pink”. Updated Page Title to read “SITE PLAN - LOT E”. Updated Prohibited Uses to include “Drive-In Restaurants...” and change “Vape Shop” to “Retail Shop: Tobacco, Vape, Dispensary.”

Page 16: Added overall note on zoning ordinance compliance as recommended by the city planner at the top of the page called “Architectural Design – Acknowledgement”.

Page 19: Incorporated Planning Commission landscape modification that changed the easterly Type C Buffer to Type B with a solid 6’ fence added and keeping the double row of trees. This required added recommended text to the summary regarding the eastern boundary design compliance. Provided the updated Buffer image to reflect the recommended changes (i.e., remove shrubbery, emphasize

fencing). Updated Landscape plan graphic and color scheme in line with city planner recommendations. Included new labelling and verbiage for the western boundary as recommended by the city planner.

Should you need any clarification concerning the plans or our revisions, please feel free to contact us at 615.893.4084.

Sincerely,

A handwritten signature in black ink, appearing to read "Clyde R", followed by a long horizontal flourish.

Clyde Rountree, Planner
Huddleston-Steele, Engineering, Inc.

DEJARNETTE PLACE

Request for Rezoning to
Planned Commercial
Development (PCD).

PROGRAM BOOK FOR THE JULY 17,
2025, CITY COUNCIL PUBLIC
HEARING.

Plans Prepared By:

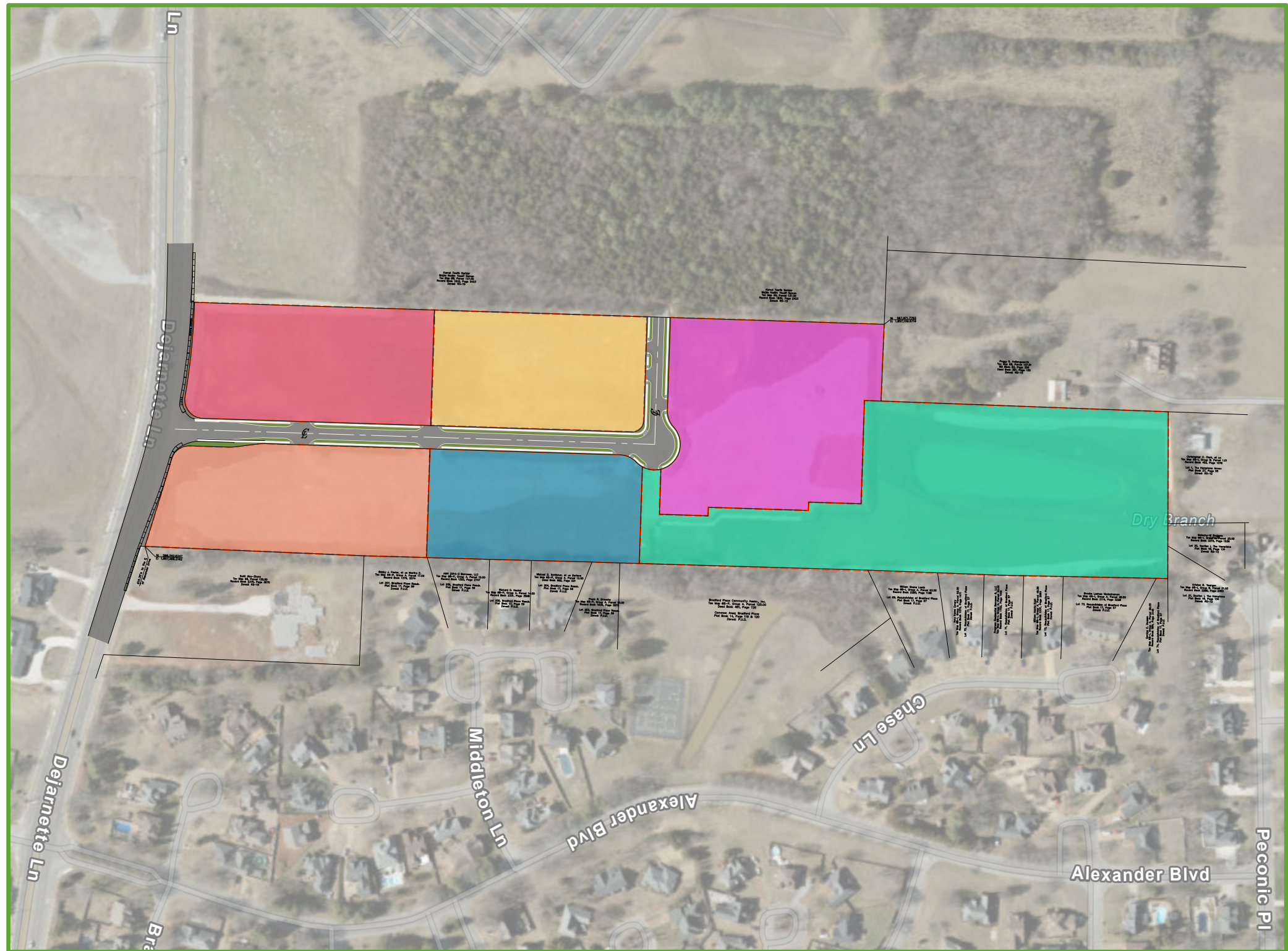


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GENERAL SITE INFORMATION					
ADDRESS	Dejarnette Ln, Murfreesboro, TN, 37130				
TAX MAP	68	GROUP	-	PARCEL NUMBER	137.02
R. Book	550	PAGE	2389	LOT SIZE (ACREAGE)	23.7±
ZONING	PCD	REZONE TO	PCD	NO. OF UNITS OR LOTS	6 Lots

PROJECT SUMMARY

DeJarnette Place is a commercial development located in the rapidly growing region of North Murfreesboro, directly north of the City of Murfreesboro Airport. The Site was previously approved as a PCD in 2008. The 23.7+/- acre site will encompass five distinct commercial zones, with each area supporting an approved list of commercial uses. The subject property will be accessed from Dejarnette Lane and will be served by a primary public street. Property to the west is vacant but zoned for single-family residential use, and to the east are single-family detached residential homes.

SITE LOCATION

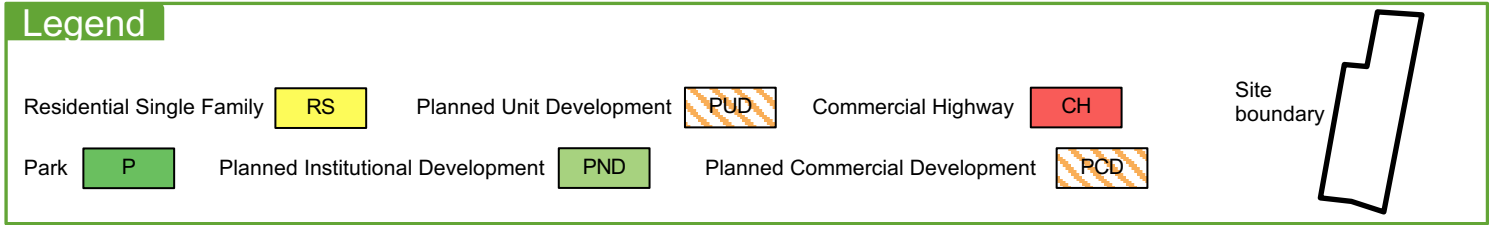
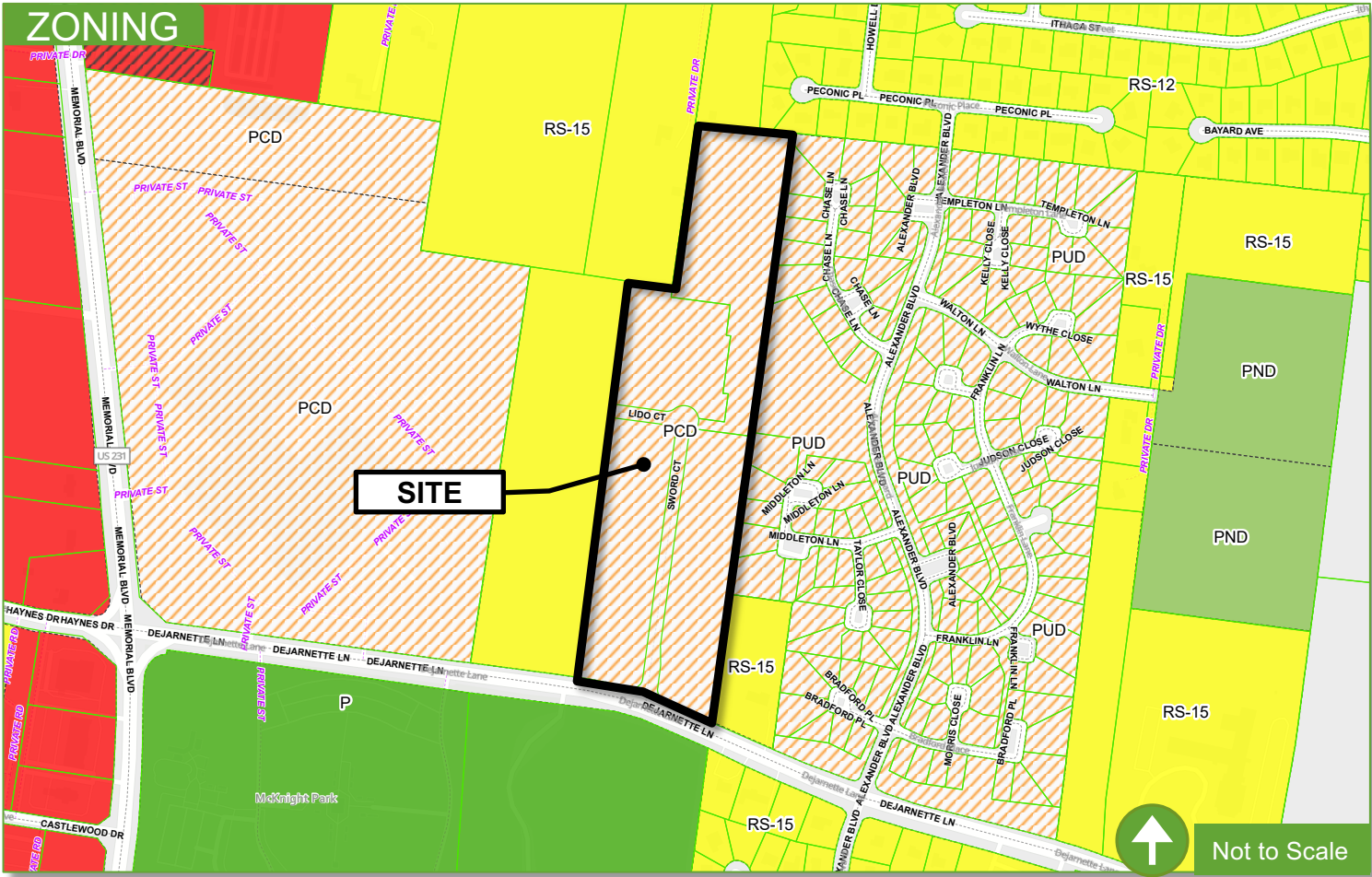


DEVELOPMENT TEAM			
OWNER/ DEVELOPER			
COMPANY	Swanson Developments, L.P.	ATTN	Joe Swanson Jr
ADDRESS	1188 Park Avenue, Murfreesboro, TN 37219	PHONE	615.896.0000
		EMAIL	joejr@swansoncompanies.com

PLANNING			
COMPANY	Huddleston-Steele Engineering Inc.	ATTN	Clyde Rountree, RLA
ADDRESS	2115 N.W. Broad Street, Murfreesboro, TN, 37129	PHONE	615.509.5930
		EMAIL	rountree.associates@yahoo.com

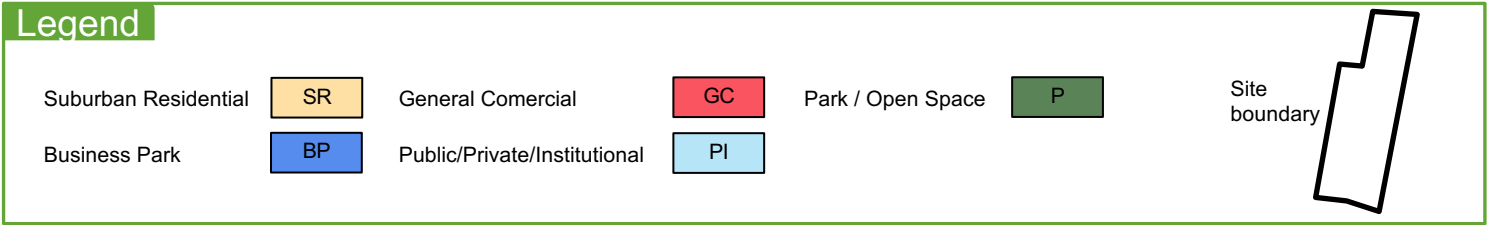
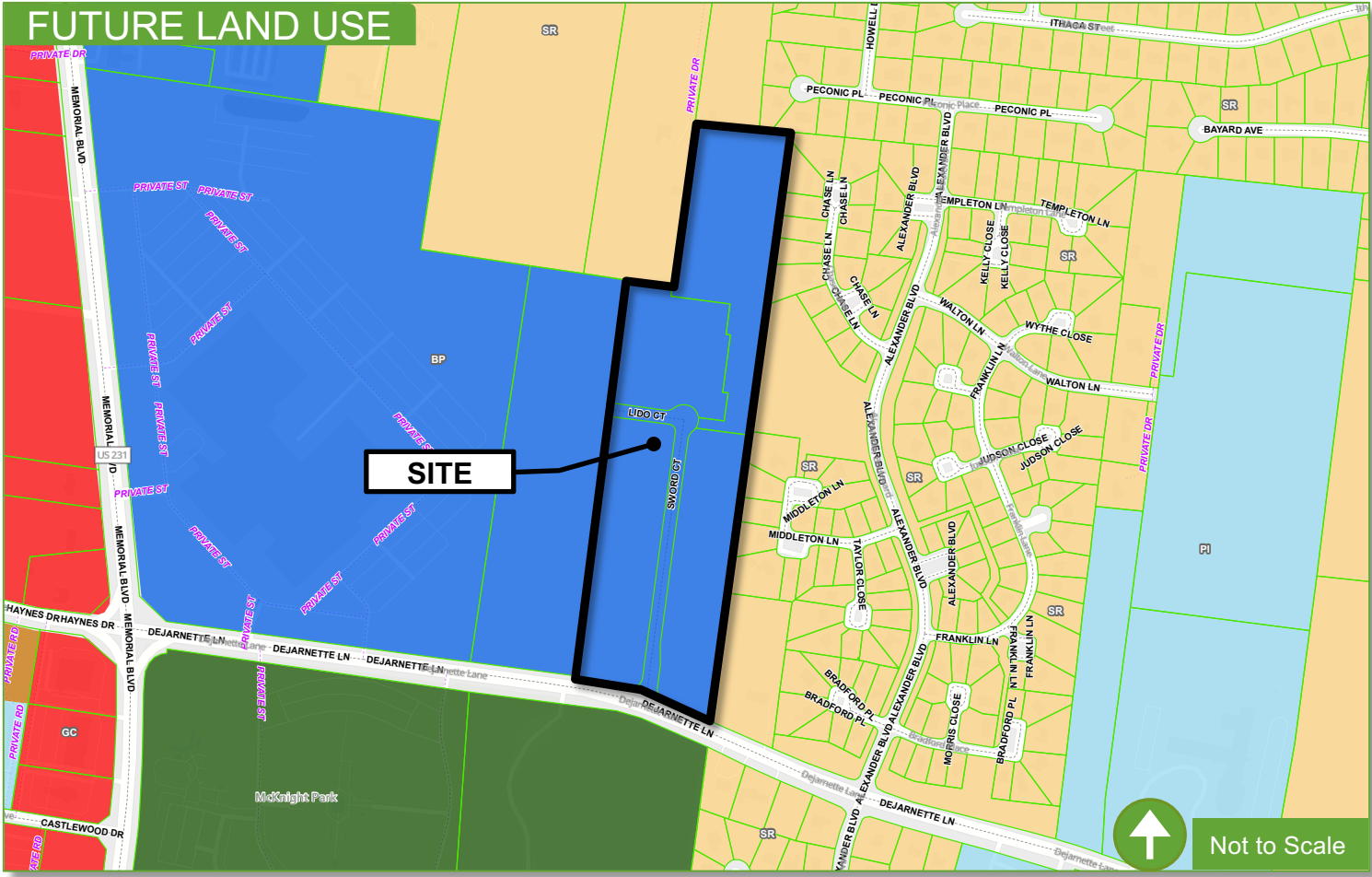
ENGINEERING			
COMPANY	Huddleston-Steele Engineering Inc.	ATTN	Chris Maguire, P.E. R.L.S.
ADDRESS	2115 N.W. Broad Street, Murfreesboro, TN, 37129	PHONE	615.893.4084
		EMAIL	cmaguire@hsengr.com





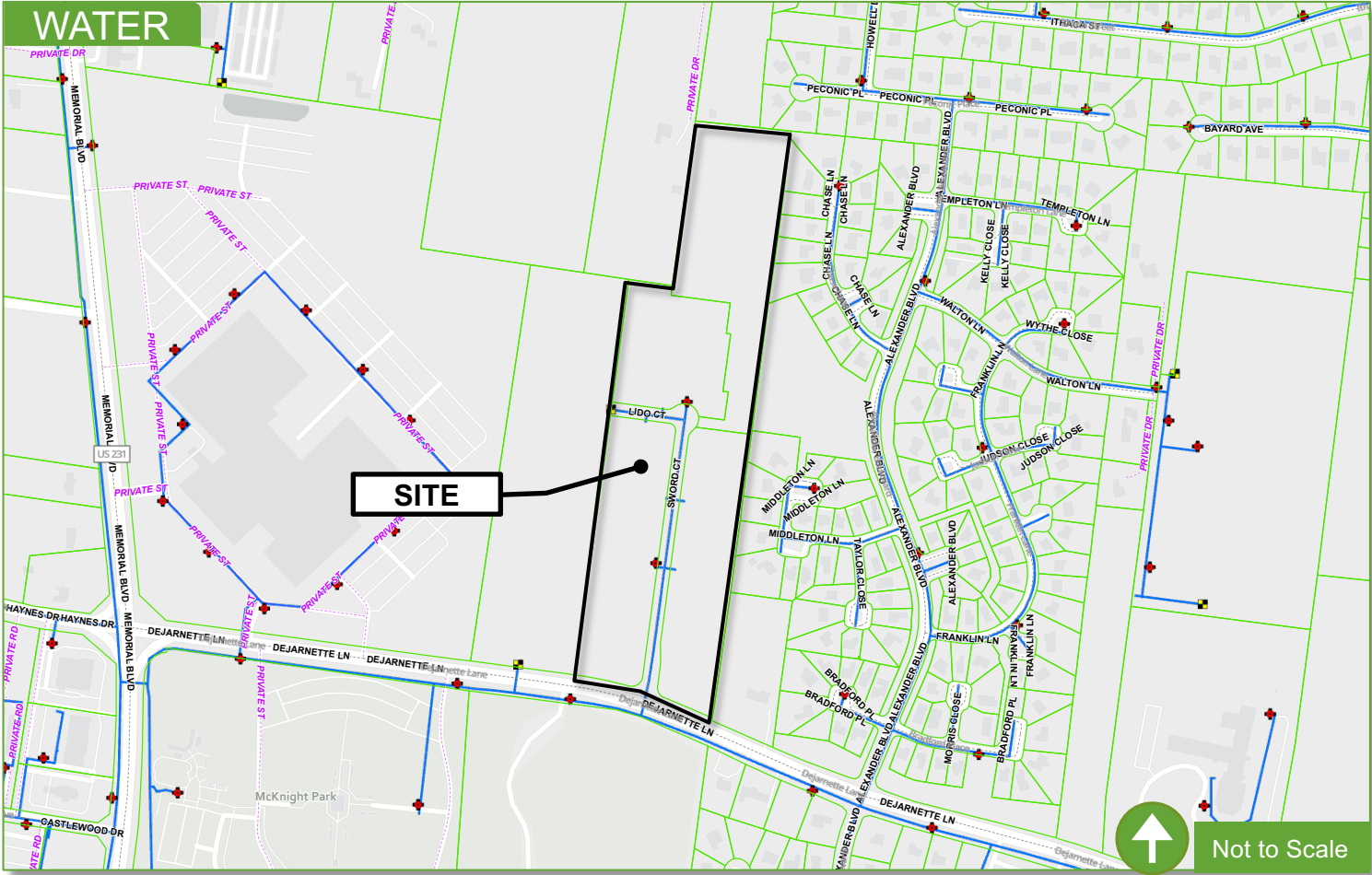
Map Summary

The property is currently zoned PCD, which stands for Planned Commercial Development. The request submitted is for a rezoning to a Planned Commercial Development under amended conditions. The property's eastern boundary is zoned Planned Urban Development, while the property directly to the west is zoned Residential Single-Family (RS-15) and borders a site zoned PCD. The property to the north is also zoned Residential Single-Family (RS-15 & RS-12), and the area to the south is McKnight Park, zoned for park use. This property is directly in the flight path for air traffic to and from the Murfreesboro Municipal Airport to the South.



Map Summary

The Murfreesboro Future Land Use plan designates the project site as a Business (Office) Park (BP) Character. These suburban parks feature open spaces and may include offices, medical facilities, and limited commercial uses. A minimum of 20-30% open space is required, with extensive landscaping and special design treatments. The development will focus on indoor operations without outdoor storage. Sites should be clustered to promote growth, with sizes ranging from 50 to 250 acres and preferred square or rectangular shapes. "Shovel-ready" sites with existing infrastructure are essential for efficient development.



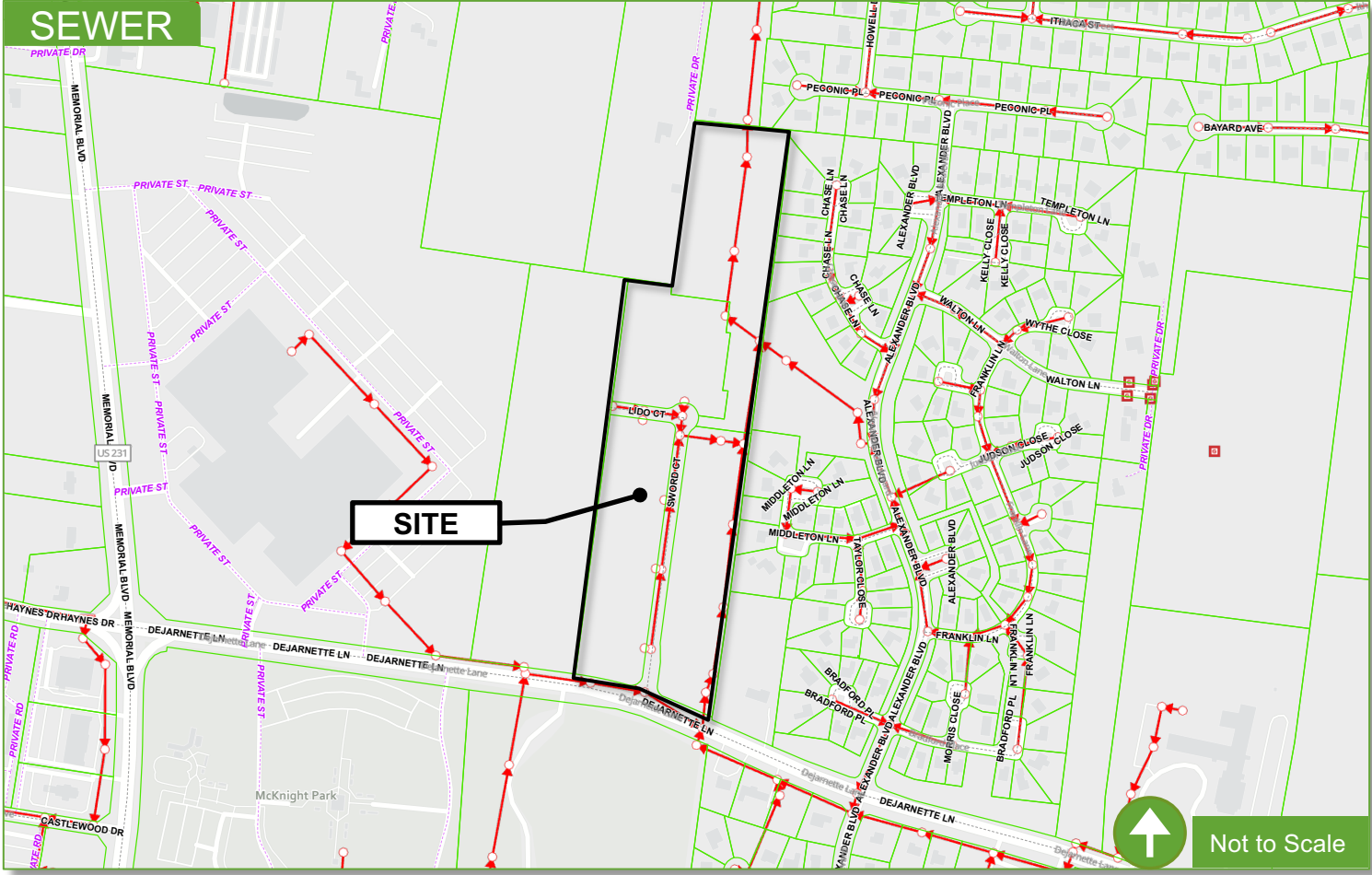
Legend

- Water Line
- Fire Hydrant

Site boundary

Map Summary

The waterline has been aligned in conjunction with the new public street construction.



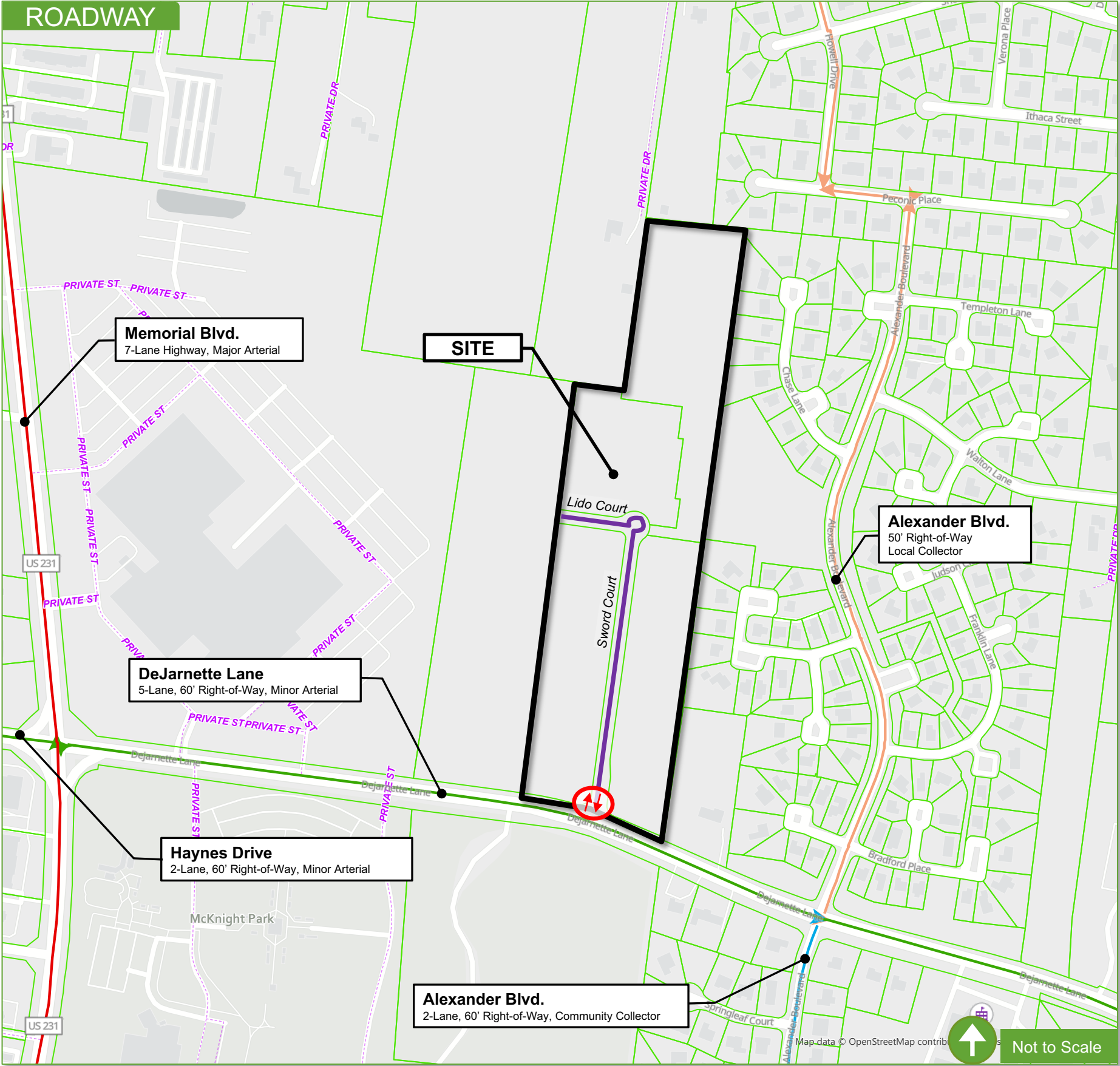
Legend

- Existing Sewer Gravity Main
- Existing Sewer Manhole
- Proposed Sewer Extension

Site boundary

Map Summary

The sewer line is located with the same alignment of the proposed public street. An additional sewer line is accessible on the northeastern portion of the property.

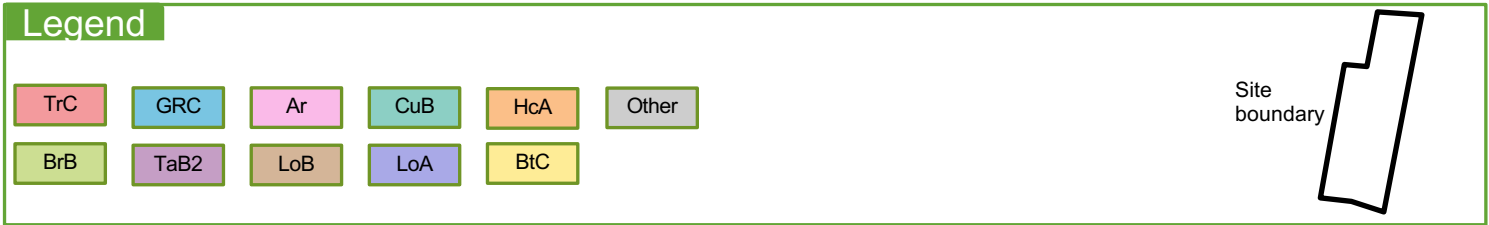
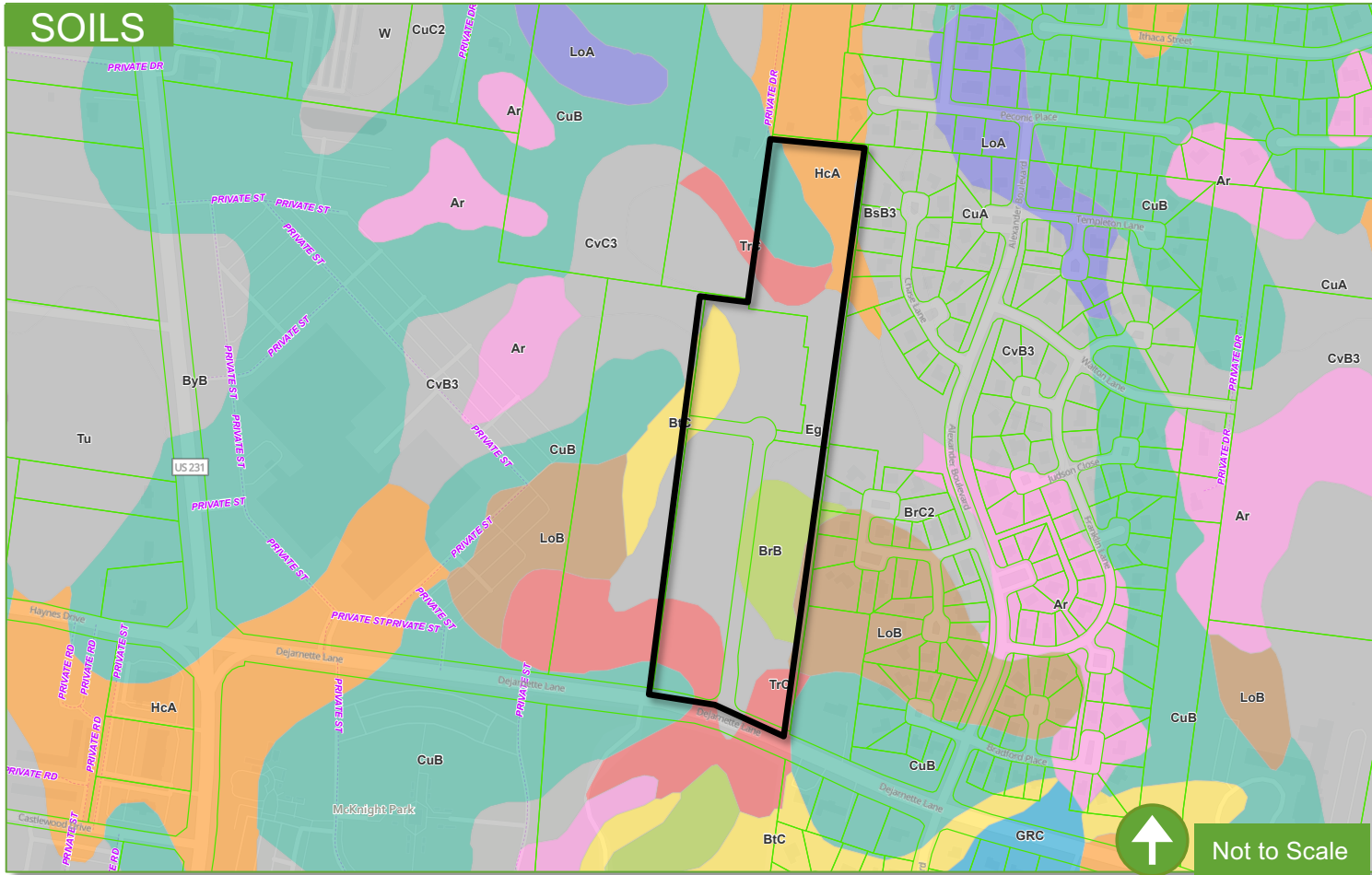


Map Summary

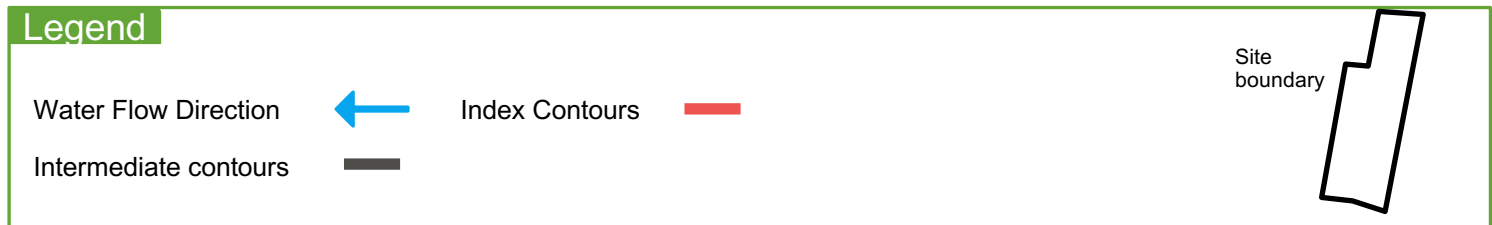
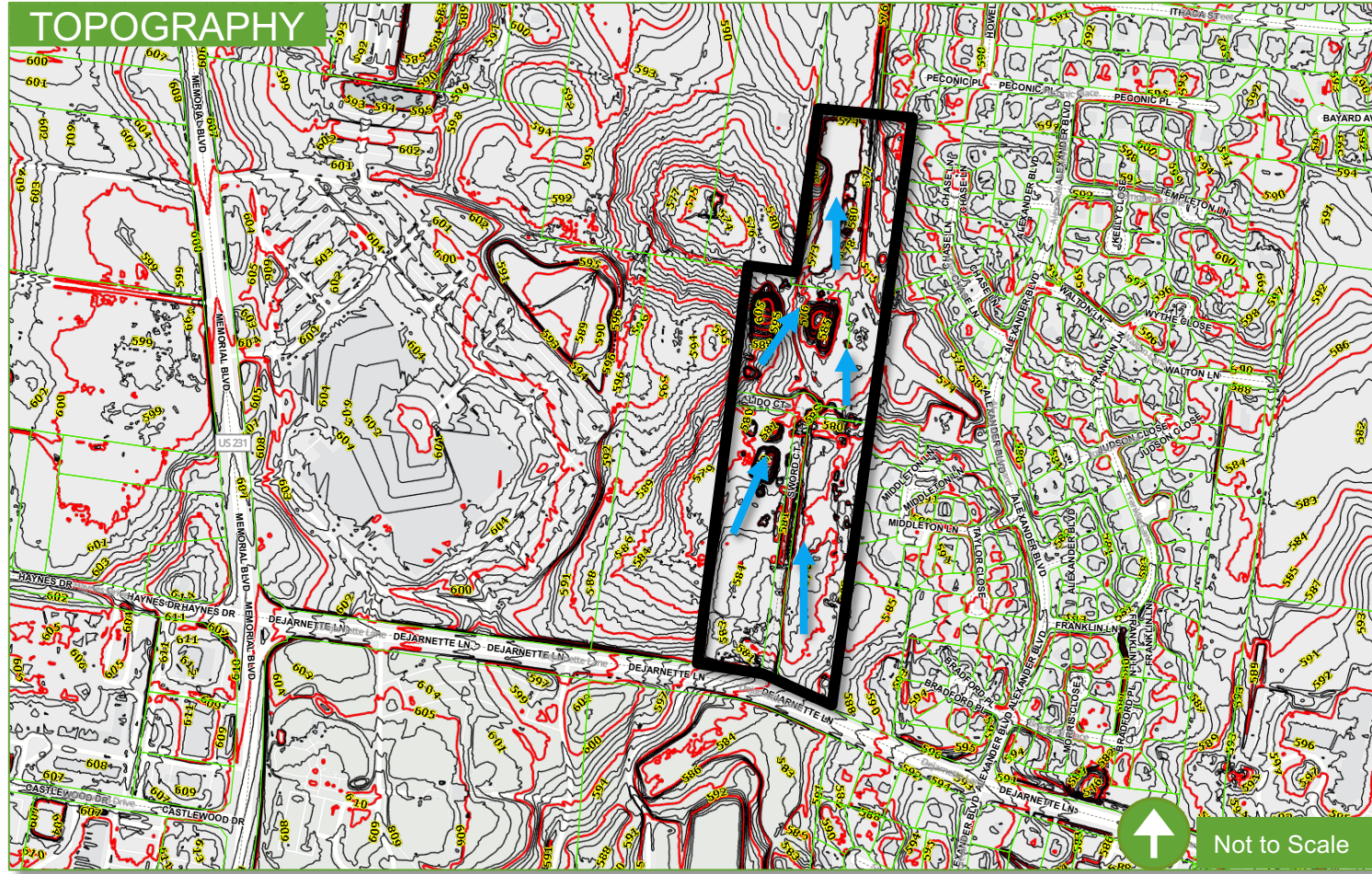
- Primary access to the site will be via DeJarnette Lane which is a 5-lane minor arterial with a 60' R.O.W.
- A traffic study will be required for the entire development before or alongside pre-application for the initial site plan.
- New internal local streets of Sword Court and Lido Court will help serve the anticipated parcels.

Legend

Community Collector	Residential Collector	Access Point
Major Arterial	Local Collector	Site boundary
Minor Arterial	Local Street (internal)	

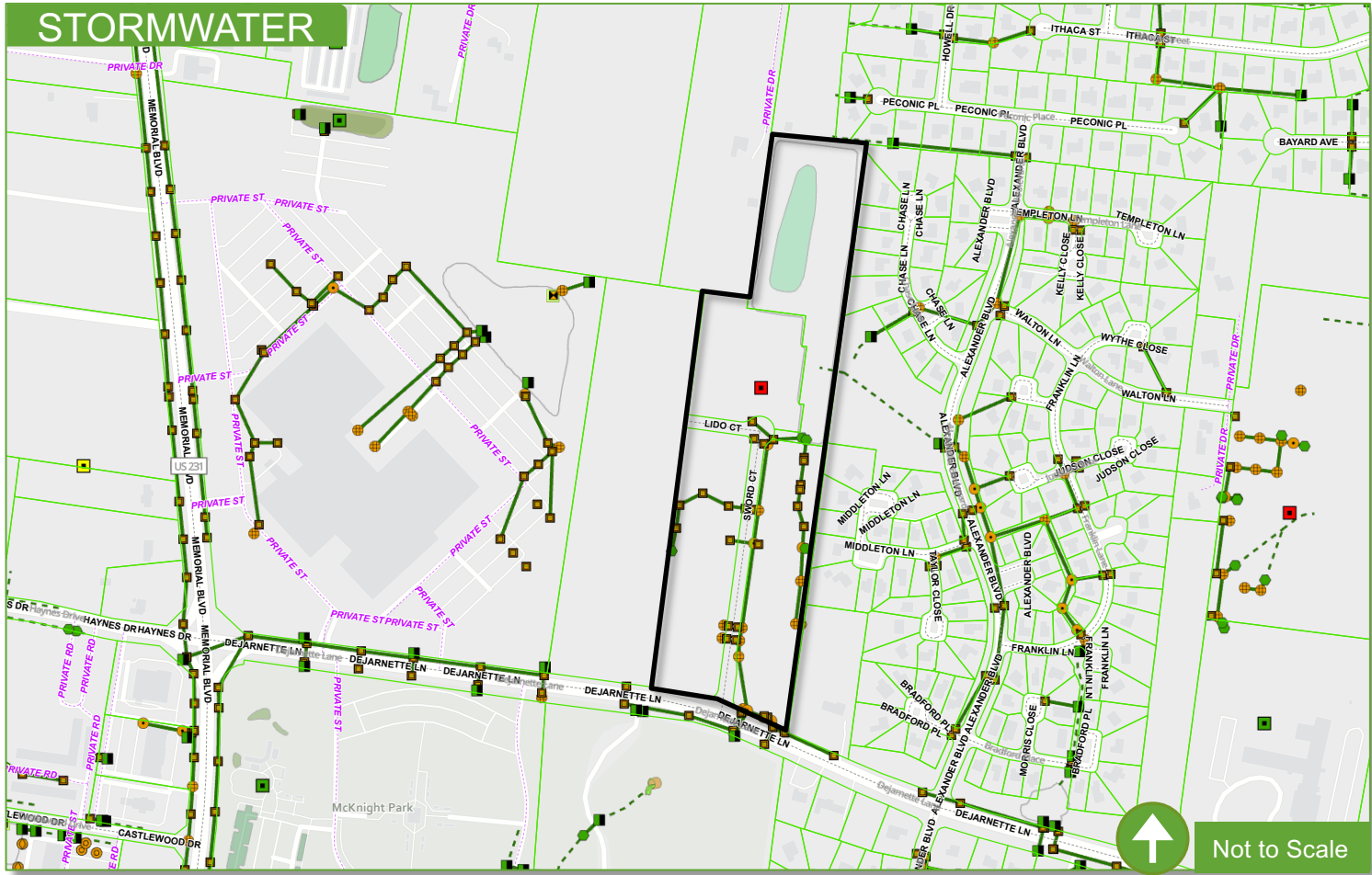


- Map Summary**
- **BrB** - Bradyville silt loam, 2 to 5 percent slopes.
 - **HcA** - Harpeth silt loam, 0 to 2 percent slopes.
 - **TrC** - Talbott-Barfield-Rock outcrop complex, 2 to 12 percent slopes.
 - **BtC** - Bradyville-Rock outcrop complex, 2 to 12 percent slopes.
 - **CuB** - Cumberland silt loam, 2 to 5 percent slopes.
 - **LoB** - Lomond silt loam, 2 to 5 percent slopes.
 - **BrC2** - Bradyville Silt Loam, 5 to 12 percent slopes.
 - **Eg** - Egam Silt Loam

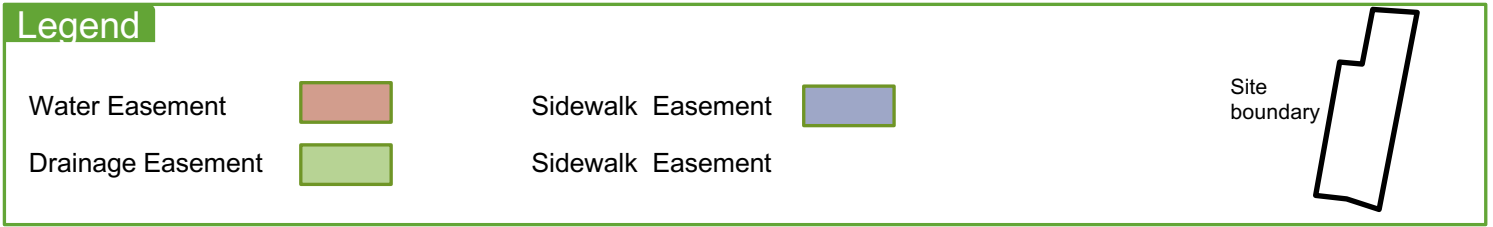
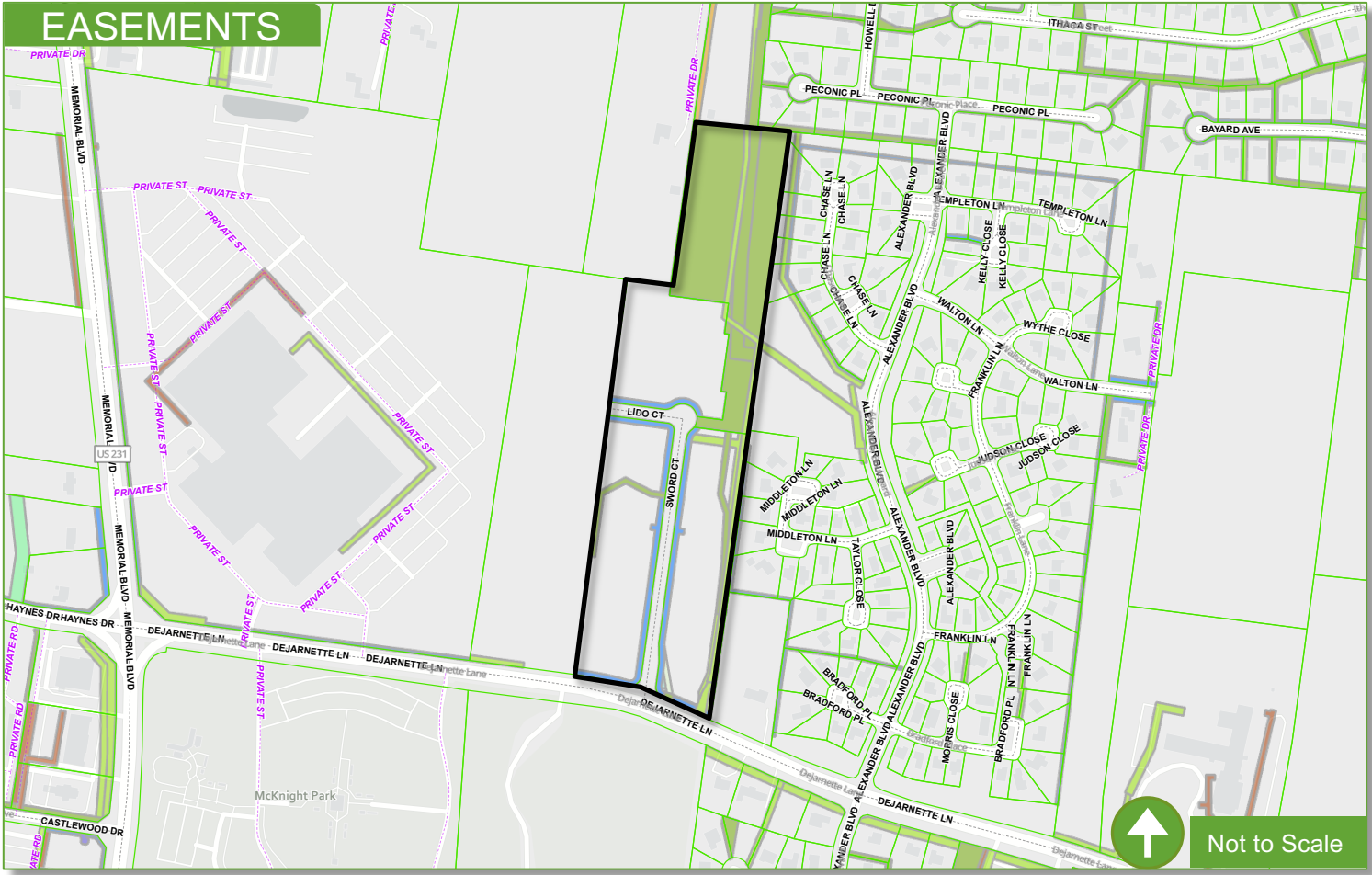


Map Summary

The property is generally flat with 16'-18' of fall from a south-to-north direction. There is an existing detention pond within the Dejarnette Place subdivision to the east that drains onto the property. This drainage flows within a 50' drainage easement that travels through the property to a low point at the northern extreme of the property. Additional off-site drainage enters the property from the west.



- Map Summary**
- Stormwater will be managed through the use of a centralized detention pond located in the Northwestern area of the property.

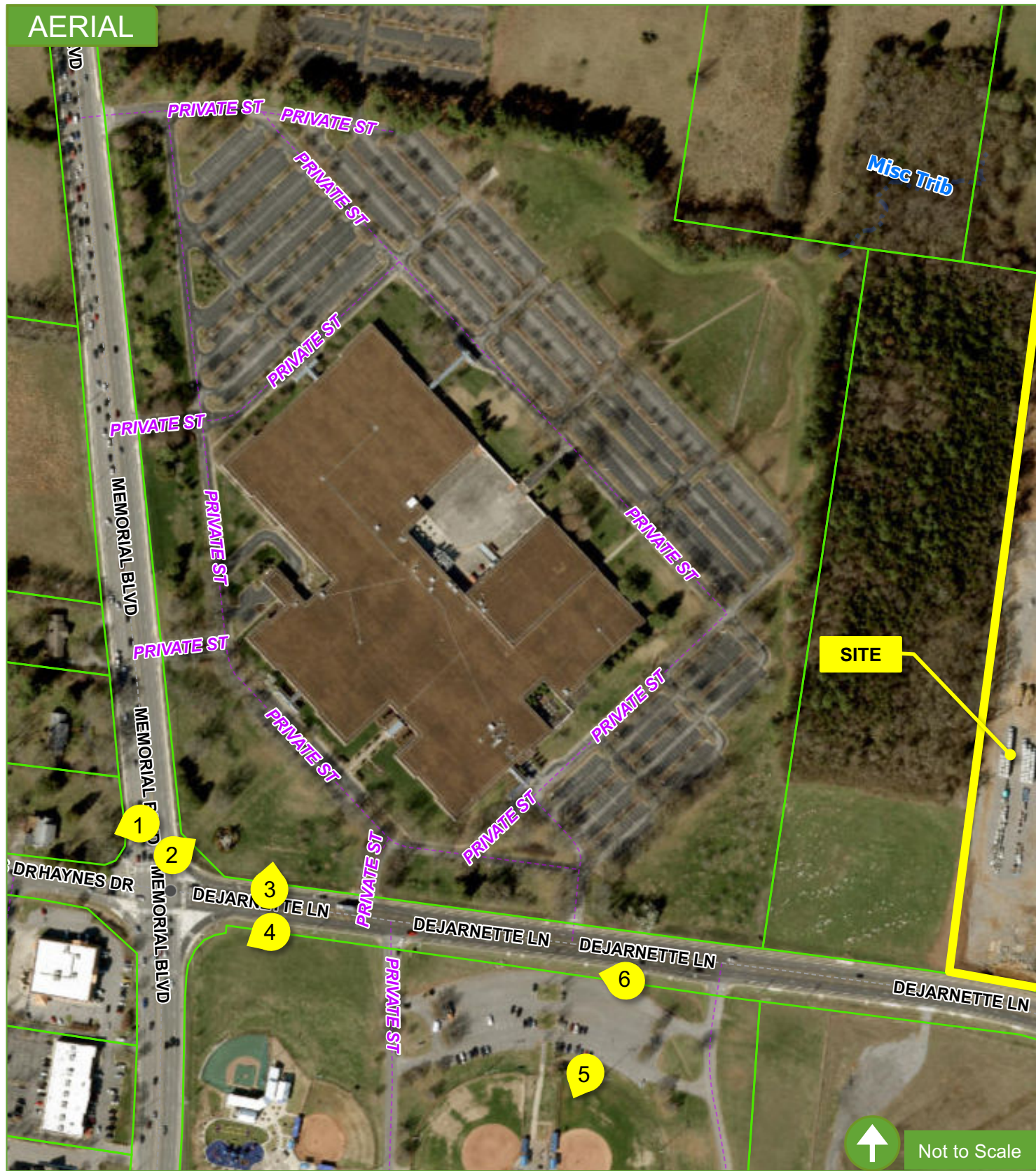


- Map Summary**
- A drainage easement runs from North to south, veering Northeast about halfway through the property and then along the eastern property line.
 - An Aviation Easement will be placed along the front 40' of the private property to ensure no structure is in such areas once the PCD amendment is approved.

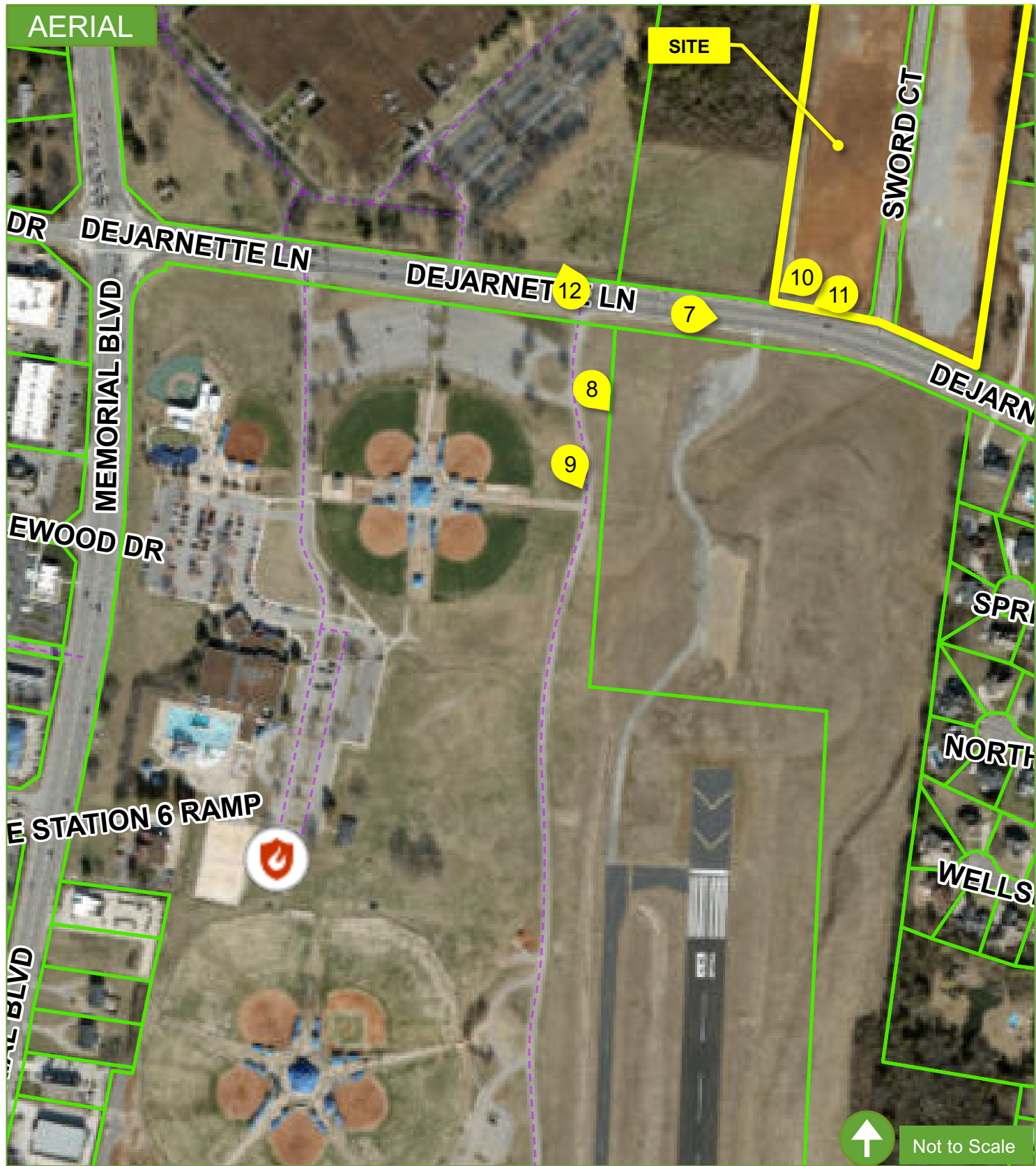


Map Summary

The subject property is located approximately a quarter of a mile to the east of Memorial Blvd and DeJarnette Lane intersection. The property to the west is undeveloped property zoned residential. The subject property is impacted by the flight line clearances. To the east is a single-family neighborhood. To the north is an undeveloped pasture.

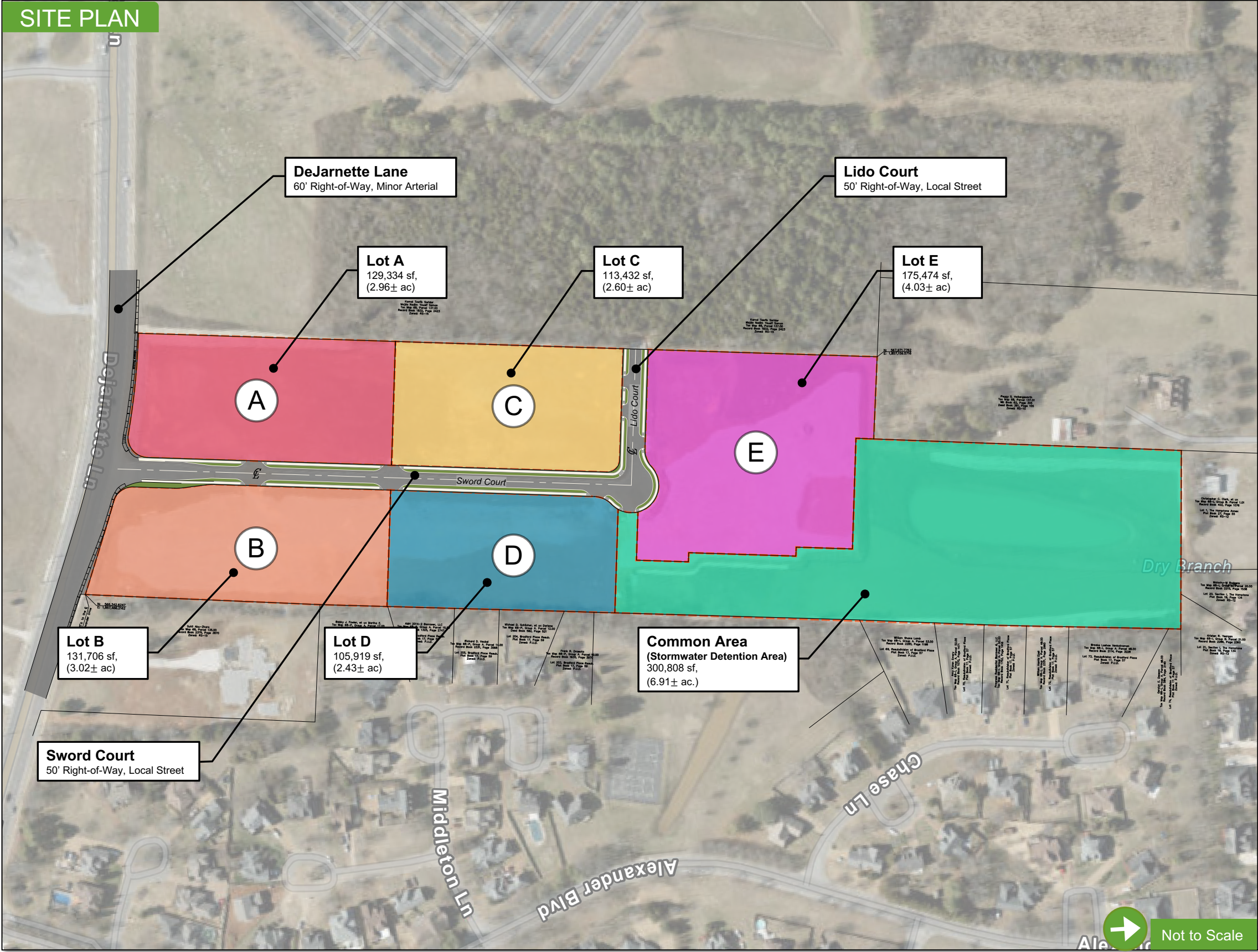


HS HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

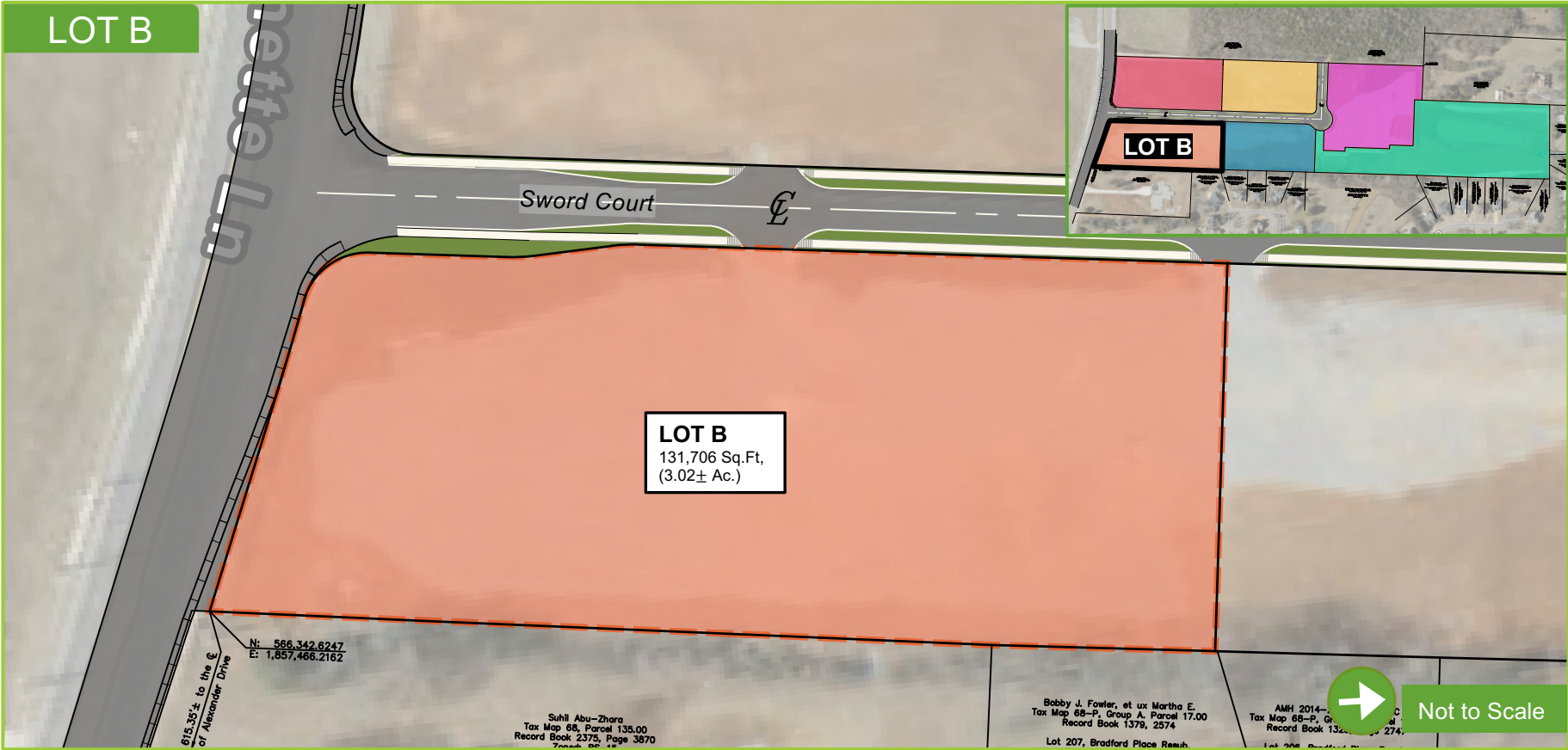


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SITE DATA		
Total SF	1,032,372 +/- sf	
Total Acreage	23.70± acres	
LOT BREAKDOWN		
Lot #	SF	Acreage
Lot A	123,334±	2.96±
Lot B	131,706±	3.02±
Lot C	113,432±	2.60±
Lot D	105,919±	2.43±
Lot E	175,474±	4.03±
Common Area	300,808±	6.91±
Roadway	77,792±	1.79±
SETBACK		
Front	42 ft	
Side	10 ft	
Rear	20 ft	



PROPOSED ALLOWABLE USES	
COMMERCIAL	
Amusements, Commercial Indoor	
Animal Grooming Facility	
Antique Mall	
Art or Photo Studio or Gallery	
Artisan Use < 3,000 SF, other than enumerated elsewhere	
Bakery, Retail	
Bank or Credit Union, Branch Office or Main Office	
Bank, Drive-Up Electronic Teller	
Barber or Beauty Shop	
Book or Card Shop	
Brewery, Artisan	
Businesses and Communication Service	
Business School	
Catering Establishment	
Clothing Store	
Convenience Store, ≤5,000 SF	
Department or Discount Store	
Dry Cleaner ≤3,000 SF (No On-Site Cleaning)	
Financial Service	
Fitness Studio/ Personal Instruction ≤ 5,000 SF	
Flower or Plant Store	
Garden and Lawn Supplies	
Grocery Stores	
Interior Decorator	
Janitorial Service	
Keys, Locksmith	
Laboratories, Medical	
Laboratories, Testing	
Music or Dancing Academy	
Offices	
Optical Dispensaries	
Personal Service Establishment	
Pet Shops	
Pharmacies, Apothecaries	
Radio, TV, or Recording Studio	
Restaurant and Carry-Out Restaurant	
Restaurant, Drive-In	
Restaurant, Specialty	
Restaurant, Specialty-Limited	
Retail Shop, other than enumerated Elsewhere	
Specialty shop	
Veterinary Clinic	
Veterinary Hospital	
Veterinary Office	
Winery, Artisan	
TRANSPORTATION AND PUBLIC UTILITIES	
Telephone or Communication Services	

SITE DATA		
	LOT A	LOT B
Total SF	129,334 ± sf	131,706 ± sf
Total Acreage	2.96 ± ac	3.02 ± ac
SETBACKS		
Front	42 ft	42 ft
Side	10 ft	10 ft
Rear	20 ft	20 ft
Height (Max)	30 ft	30 ft

Landscape Requirements

Front perimeter planting, parking lot screening, landscape islands and base of building plantings shall only allow ornamental trees and shrubs not to exceed 20' in height at maturity to comply with Federal Aviation Regulations Part 77.

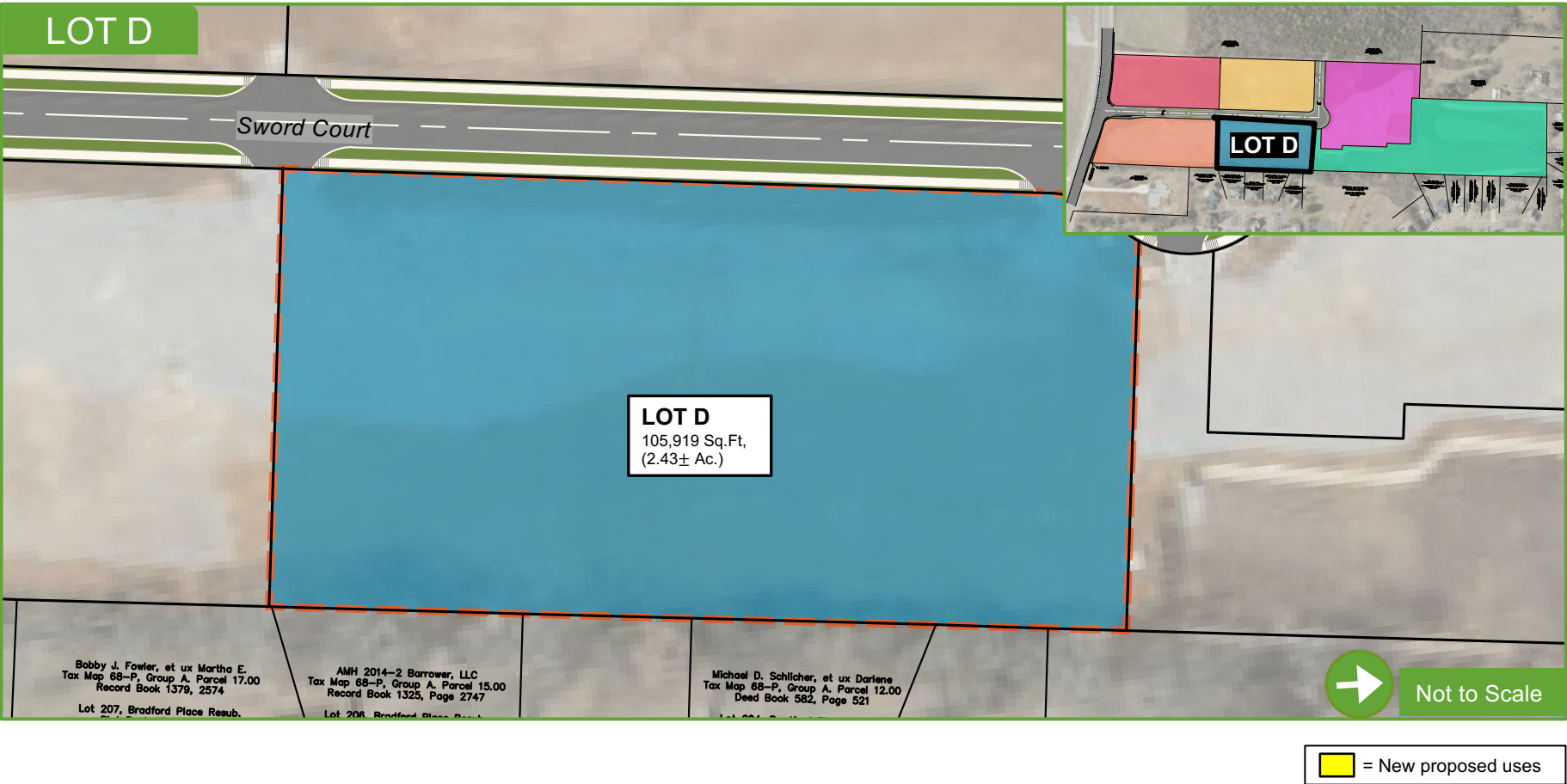
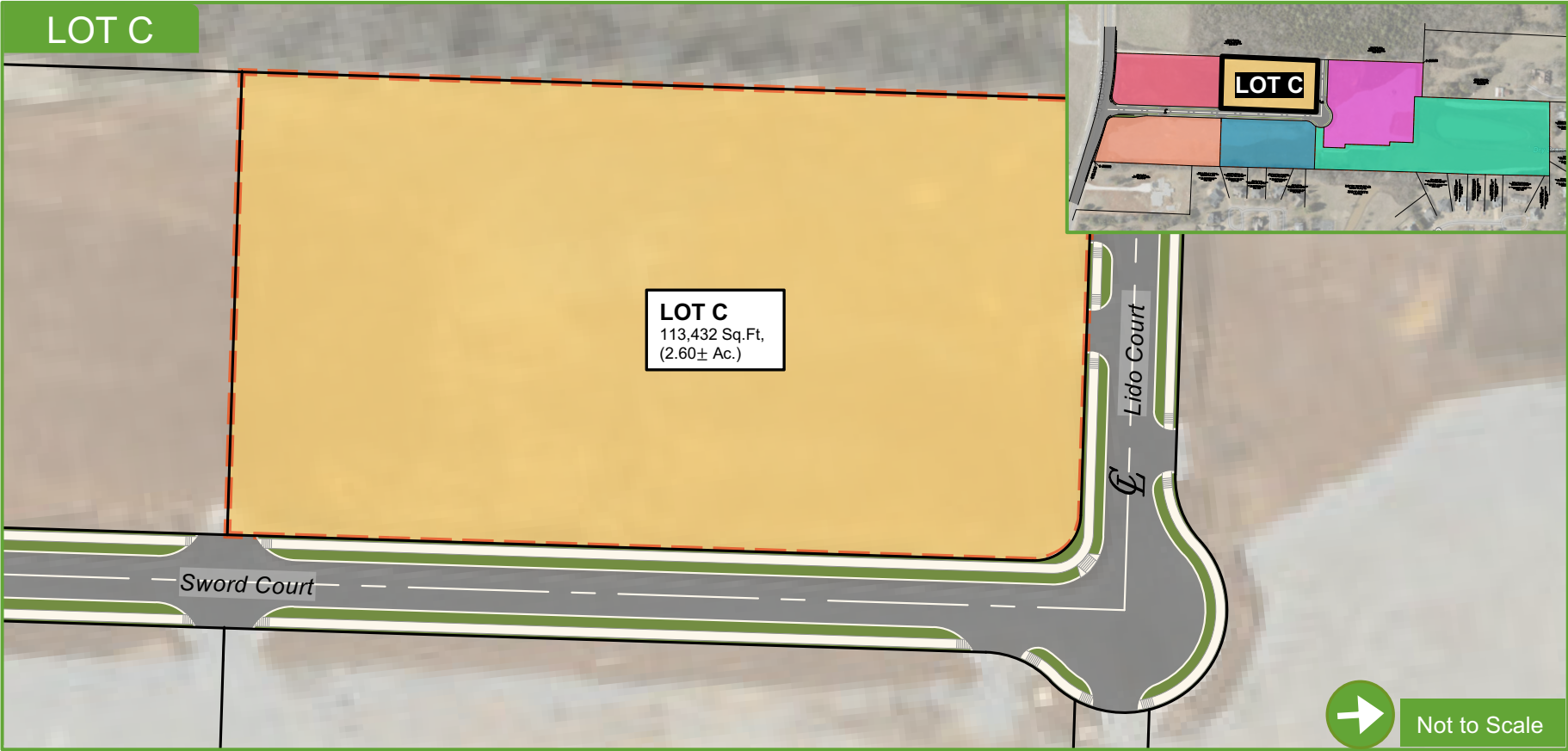
PROHIBITED USES

COMMERCIAL

- Institutional Group Assembly
- Gas Fueling
- Retail Shop: Tobacco, Vape, Dispensary
- Drive-in Restaurants or Restaurants with drive-thru in Areas B & D

■ = New proposed or prohibited uses

HSHUDDLESTON-STEELE
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Not to Scale

PROPOSED ALLOWABLE USES	
COMMERCIAL	
Amusements, Commercial Indoor	
Animal Grooming Facility	
Antique Mall	
Art or Photo Studio or Gallery	
Artisan Use < 3,000 SF, other than enumerated elsewhere	
Bakery, Retail	
Bank or Credit Union, Branch Office or Main Office	
Bank, Drive-Up Electronic Teller	
Barber or Beauty Shop	
Book or Card Shop	
Brewery, Artisan	
Businesses and Communication Service	
Business School	
Catering Establishment	
Clothing Store	
Convenience Store, ≤5,000 SF	
Department or Discount Store	
Dry Cleaner ≤3,000 SF (No On-Site Cleaning)	
Financial Service	
Fitness Studio/ Personal Instruction ≤ 5,000 SF	
Flower or Plant Store	
Garden and Lawn Supplies	
Grocery Stores	
Interior Decorator	
Janitorial Service	
Keys, Locksmith	
Laboratories, Medical	
Laboratories, Testing	
Music or Dancing Academy	
Offices	
Optical Dispensaries	
Personal Service Establishment	
Pet Shops	
Pharmacies, Apothecaries	
Radio, TV, or Recording Studio	
Restaurant and Carry-Out Restaurant	
Restaurant, Drive-In	
Restaurant, Specialty	
Restaurant, Specialty-Limited	
Retail Shop, other than enumerated Elsewhere	
Specialty shop	
Veterinary Clinic	
Veterinary Hospital	
Veterinary Office	
Winery, Artisan	
TRANSPORTATION AND PUBLIC UTILITIES	
Telephone or Communication Services	

SITE DATA		
	LOT C	LOT D
Total SF	113,432 ± sf	105,919 ± sf
Acreage	2.60 ± ac	2.43 ± ac
SETBACKS		
Front	42 ft	42 ft
Side	10 ft	10 ft
Rear	20 ft	20 ft
Height (Max)	35 ft	35 ft

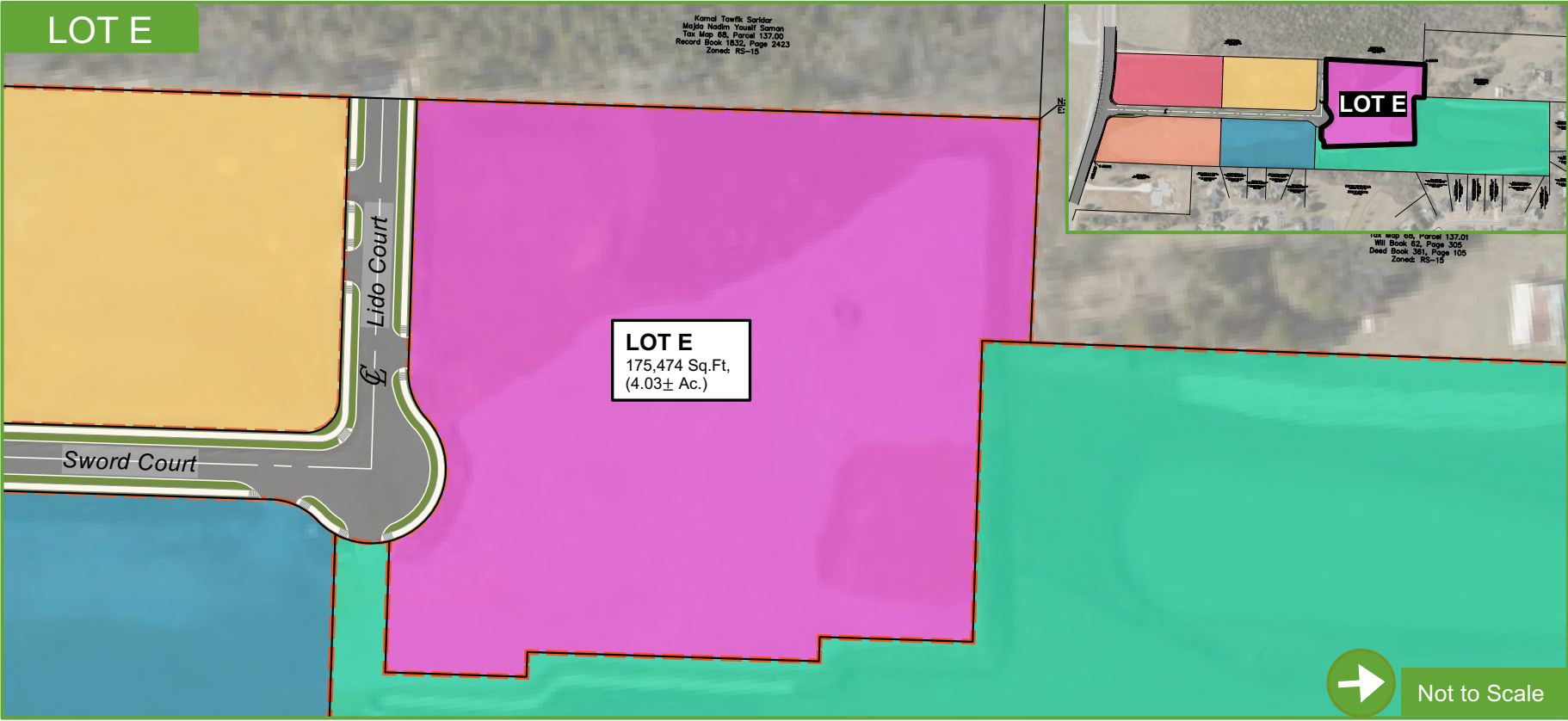
Landscape Requirements

Perimeter planting, landscape islands and buffer trees to not exceed 35' in height at maturity to comply with Federal Aviation Regulations Part 77.

PROHIBITED USES	
COMMERCIAL	
Institutional Group Assembly	
Gas Fueling	
Retail Shop: Tobacco, Vape, Dispensary	
Drive-in Restaurants or Restaurants with drive-thru in Areas B & D	

Not to Scale

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



PROPOSED ALLOWABLE USES
COMMERCIAL
Artisan Use < 3,000 SF, other than enumerated elsewhere
Brewery, Artisan
Fitness Studio/ Personal Instruction ≤ 5,000 SF
Grocery Stores
Offices
Restaurant, Drive-In
Restaurant, Specialty
Restaurant, Specialty-Limited
Retail Shop, other than enumerated Elsewhere
Specialty shop
Winery, Artisan
Self-Service Storage Facility (Including Outdoor Storage)

SITE DATA	
	LOT E
Total SF	175,474 ± sf
Acreage	4.03 ± ac
SETBACKS	
Front	42 ft
Side	10 ft
Rear	20 ft
Height (Max)	45 ft

PROHIBITED USES
COMMERCIAL
Institutional Group Assembly
Gas Fueling
Retail Shop: Tobacco, Vape, Dispensary
Drive-in Restaurants or Restaurants with drive-thru in Areas B & D

= New proposed or prohibited uses

Architectural Design - Acknowledgment

Unless an exception is spelled out in this pattern book, this development is subject to compliance with all applicable zoning regulations found in the Murfreesboro Zoning Ordinance and all applicable standards found in the Murfreesboro Design Guidelines.

Architectural Design - General Character

- **Guideline:** Attention should be given to the size, massing, spatial relationships, architectural style, details, color, and materials of the building. It is also important to ensure compatibility with neighboring structures and maintain a cohesive exterior appearance across sites with multiple buildings.
- Standards:
 - Design exterior elevations to consider the appropriate level of interest, the relationship of building features, the emphasis on architectural detailing, and the identification of the function and use of the building.
 - A licensed architect in Tennessee must create architectural plans for buildings over 5,000 square feet.

Architectural Design - Height and Setbacks

- **Guideline:** Use variations in building heights and front planes to create interest and establish scale by avoiding long, unbroken rooflines and walls.
- Standards:
 - All heights and setbacks will adhere to the Murfreesboro Zoning Ordinance.
 - Adjoining buildings shall not have more than a two-story differentiation in height.

Architectural Design - Building Mass Scale

- **Guideline:** Establish a building scale suitable for the site, considering views from roadways and pedestrian areas, as well as its relation to nearby structures.
- Standards:
 - Ensure appropriate massing for the intended use by stepping back building heights, varying visual heights, altering the front plane, and incorporating breaks for pedestrian connections.
 - Divide the facade into sections no wider than forty (40) feet, each taller than wide, and avoid large blank walls. Use windows, columns, and other elements to enhance the vertical appearance of the facade.

Architectural Design - Building Composition and Rythm

- **Guideline:** The building facade should feature design elements that are interesting and balanced with an established pattern of repeated elements. balanced appearance. While symmetry isn't required, avoid extreme variations. Repeated elements can establish a rhythmic pattern.
- Standards:
 - Incorporate design features such as cornices, pediments, varied roof lines, windows, entrances, and projecting canopies.
 - Use common design elements from adjoining developments when a unified design concept or style is present. Be mindful of the scale, massing, and materials of adjacent buildings.
 - Ensure that the building entrance is prominent and easily visible.
 - For sites with multiple front lot lines, the primary entrance should face the street with a higher functional classification.

Respecting character between buildings



Façade divided into distinct sections



Repeating design elements



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

Architectural Design - Transparency Articulation and Expression

- **Guideline:** Utilizing windows and other voids to offer an inviting presence and utilizing columns and windows to express building structure. The façade should appear authentic, with visible materials reflecting their structural properties. Effective lighting can highlight key areas, especially the entrance, using fixtures on the building or the ground. The building address should be clearly visible, positioned above vehicles and landscaping, and can be integrated into the design. All buildings shall establish a “base, body, and cap”.
- **Standards:**
 - Ground-level retail facades must have at least 50% window or void area; ground-level office and commercial uses require a minimum of 35%.
 - Upper levels of all commercial uses should have at least 20% window or void area.
 - All buildings must feature a “base, body, and cap.” The base can be different materials or colors, at least 24” high for single-level buildings or an entire level for multi-level ones. Large glass areas may have an 8” raised mullion as the base. The body should cover at least 50% of the facade area, while the cap can include cornices or moldings and may also be an entire level for a multi-level building.
 - Visible security grills or bars are prohibited on window or wall exteriors.
 - Street numbers (except for specific buildings) must be a minimum of 8 inches high with a stroke width of at least 1.5 inches.

The storefront is expressed with an 8” raised mullion.



Architectural Design - Materials

- **Guideline:** All publicly visible sides of a building must use consistent materials. Material choices should consider those of nearby structures. Establish a defined palette of materials for all projects. Developments with multiple buildings can use different palettes, but some materials should be shared. Selected materials must be durable and of sufficient quality for a consistent appearance.
- **Standards:**
 - Primary materials: Brick (full thickness or thin-set), Cast stone, Natural or synthetic stone on building base and body.
 - Secondary materials: Exterior Insulation Finish System (EIFS), Split-face or ground-face, or polished-face concrete masonry (integrally colored), Architectural metal panels with durable finish and defined profile, Composite panels, Cementitious siding or panels, Wood siding may be used on small scale buildings, Fabric Awnings.
 - Tertiary materials: Metal copings, flashings, and trim, as well as wood or cementitious trim.
 - Prohibited materials: Smooth-face concrete masonry, Corrugated metal “R” panels.
 - All dumpster / refuse collection areas shall be enclosed with a masonry wall that is a minimum of one foot in height taller than the top of the refuse container used for collection, as well as match the color and materials of the building with a base and cap.

Use of a variety of brick colors and cementitious panels on commercial buildings



The building base is expressed with a different masonry material. The base at the storefront is expressed with an 8” raised bottom mullion.



Mix of brick and architectural metal panels on commercial building



Airport Protection - Existing Context

- Since 2015, the Murfreesboro City Airport runway has been expanded to its programmed length of 4,750', with the Runway Protection Zone (RPZ) limits staying on the south side of Dejarnette Lane.
- In 2016, the city cleared extremely tall trees closer than 350' from Dejarnette Lane right of way to protect the approach to airport Runway 18.
- The original PCD had 1-story buildings at the front of the site with the potential for 2-story buildings at the middle of the site and self-storage towards the back.

Airport Protection - Potential Future Context

- Over the years, the Murfreesboro City Airport has discussed potentially extending the runway to have a total length of 5,000'. Should this additional 250' extension occur, it appears the Runway Protection Zone (RPZ) would extend onto the north side of Dejarnette Lane to affect just the front landscape area and the 1st row of parking on this project's site.
- An Avigation Easement will be placed along the front 40' of the private property to ensure no structure in such areas.
- Churches, Institutional Group Assembly & fueling type uses will not be allowed within the PCD.

Building Height Limits -(Datum is NAVD88 for elevations

- There is generally a 10' height difference between the existing approach surface and the potential future scenario. Therefore, we are pre-emptively setting the following maximum heights to best coordinate with potential City Airport plans.
- Buildings in sections A and B will be limited to a maximum building height of 618' mean sea level. (i.e., a finished floor elevation- FFE of 588' would allow a 30' maximum height. If the finished floor elevation is higher, the building height would need to be adjusted).
- Buildings in sections C and D will be limited to a maximum building height of 621' mean sea level (FFE 586' would allow 35' tall buildings).
- Section E Buildings shall be limited to a maximum building height of 633' mean sea level (FFE 583' would allow 45' tall buildings).
- **These height limitations will apply to all rooftop equipment, antennas, and fixtures.**

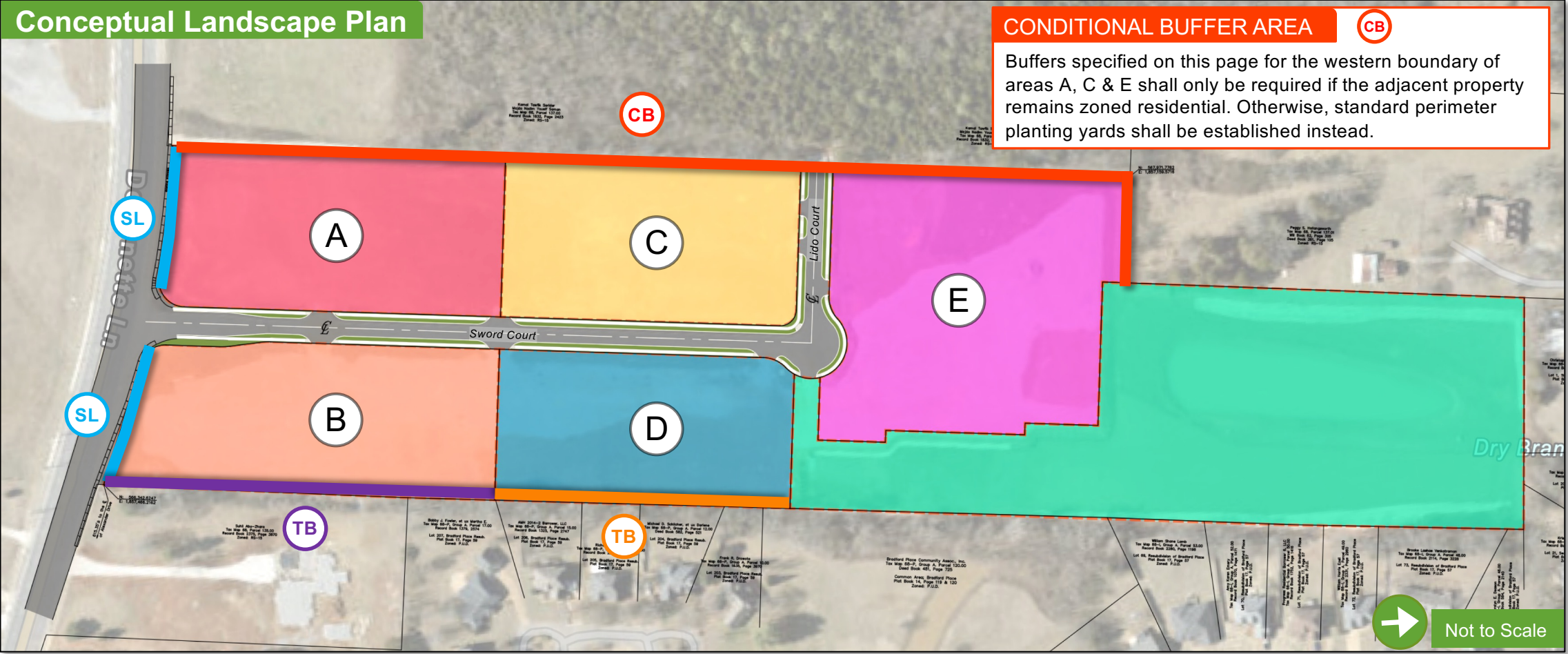
Landscape & Lighting Height Limits: (intent to comply with Federal Aviation Regulations Part 77)

- Section A & B – Front Perimeter Planting, parking lot screening, and base of building plantings shall only allow ornamental trees and shrubs not to exceed 20' in height at maturity.
- Section C & D – Perimeter planting, landscape Island, and buffer trees to not exceed 35' in height at maturity.
- Section E – Perimeter planting, landscape Island, and buffer trees to not exceed 45' in height at maturity

Other Acknowledgments

- Part 7460-1 form shall be filed with the FAA prior to permit issuance for any building construction or use of cranes within the PCD.
- The City of Murfreesboro Airport has the right of flight for the passage of aircraft in the airspace above the PCD, together with the right to cause noise as may be inherent in the operation of aircraft for navigation or flight, and for landing on, taking off from, or operation on the Airport or in the airspace.
- With approval of the initial site plans, the plat book must record the avigation easement.

Conceptual Landscape Plan



CONDITIONAL BUFFER AREA

CB

Buffers specified on this page for the western boundary of areas A, C & E shall only be required if the adjacent property remains zoned residential. Otherwise, standard perimeter planting yards shall be established instead.

STREET LANDSCAPING

SL

Accent trees should be clustered in groups of three, with evergreen shrubs at least 3 feet high to screen the parking area.

TYPE B BUFFER (20' max)

TB

Double alternating evergreen trees will be planted alongside a 6-foot vinyl fence. All plants in this area will have a maximum height of 20 feet at maturity and a minimum height of 8 feet for all trees at time of planting.

TYPE B BUFFER (35' max)

TB

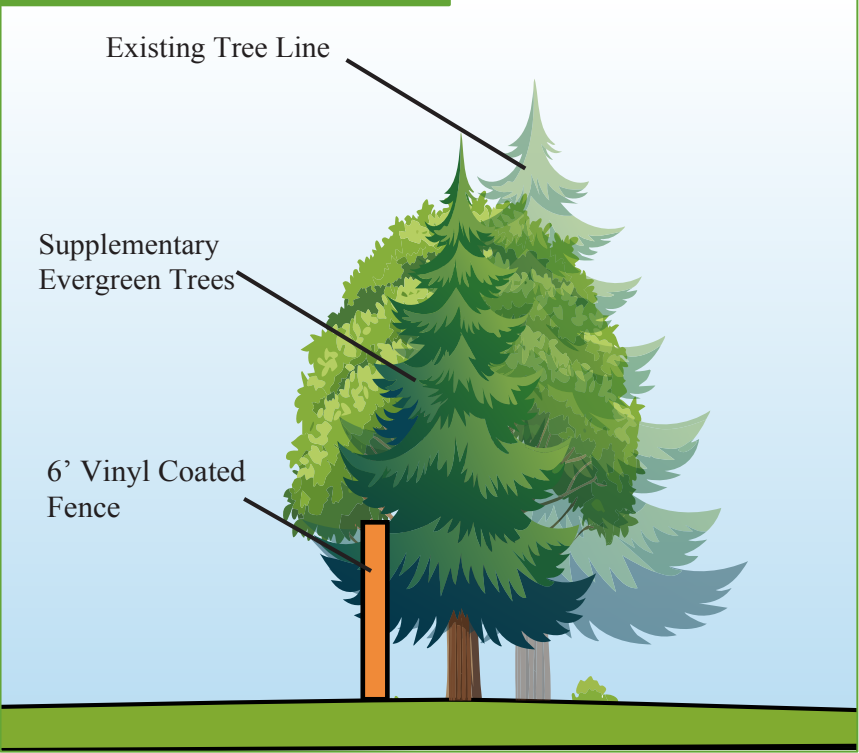
Double alternating evergreen trees will be planted alongside a 6-foot vinyl fence. All plants in this area will have a maximum height of 35 feet at maturity and a minimum height of 8 feet for all trees at time of planting.

MAP SUMMARY

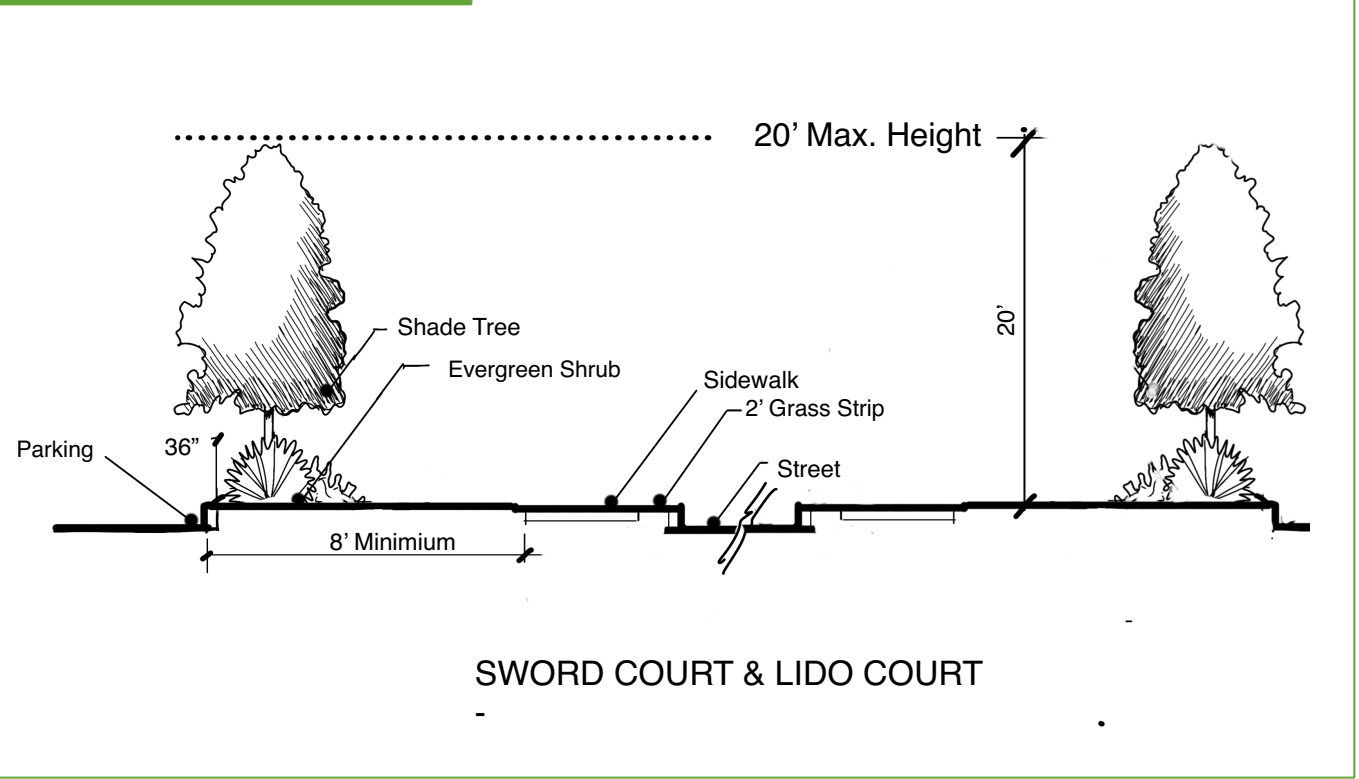
- The public street is designed to implement street lighting, street trees (with lot development), and sidewalks on both sides to provide a streetscape that acts as a uniform design element for the development.
- Parking will be screened per the Murfreesboro Zoning Ordinance to visually separate the parking from the street.
- Right within the retail and office parking lots will be 20ft (maximum) tall light poles with hooded fixtures. Street tree maximum mature height of 20ft.
- A photometric plan will be provided to ensure that light does not overflow into residential areas.
- Street tree maximum mature height of 20ft.
- All landscape planting will comply with all airport protection agreements outlined on page 18.
- The required buffer and fence along the eastern boundaries of areas B&D shall be designed so as not to conflict with any existing or proposed utilities or infrastructure, and, if located in easements, appropriate permission from the easement holder(s) shall be secured.

Typical Exterior Buffer

Along Lots B & D (eastern edge)



Streetscape Plan (Interior)



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

Proposed Signage Example



Parking Lot Light



*Maximum 20'
Light fixtures

6' Wooden Fence



6' Vinyl Coated Fence

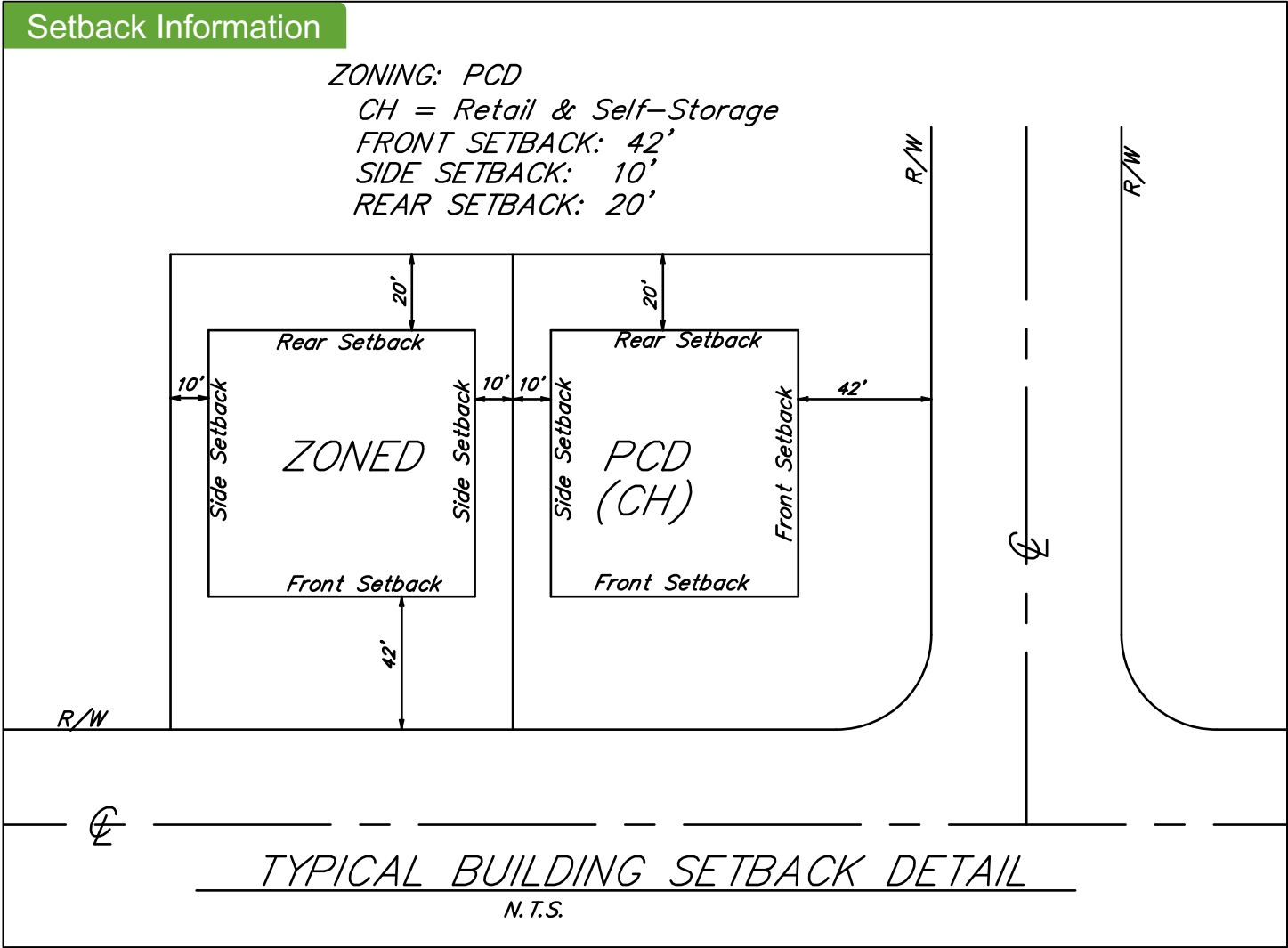


Dumpster Enclosure



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

LAND USE PARAMETERS AND BUILDING SETBACKS			
ZONING (COMPARABLE VS PROPOSED)	COMPARABLE (PCD)	PROPOSED	DIFFERENCE
MINIMUM EXTERNAL SETBACK REQUIREMENTS			
MINIMUM FRONT SETBACK (FT.)	42	42	-
MINIMUM SIDE SETBACK (FT.)	10	10	-
MINIMUM REAR SETBACK (FT.)	20	20	-
MAX HEIGHT (FT.)	45	45	-



Exception Request Summary

- The subject property has a height restriction based on its proximity to the Murfreesboro Municipal Airport flight line.
- Perimeter Planting Yard/ Buffer Requirements will be determined upon site plan approval or potential rezoning of adjacent properties.

Prohibited Uses - Commercial

- Gas Fuelling
- Institutional Group Assembly
- Retail Shop: Tobacco, Vape, Dispensary
- Drive-in Restaurants or Restaurants with drive-thru in Areas B & D

City of Murfreesboro General Applicability Section 13b for Planned Development

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: [Shown in pattern book on pages 3-9.](#)
2. A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; [Shown in pattern book on pages 11-13.](#)
3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof; [Shown in pattern book on Page 10.](#)
4. A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; [Shown in pattern book on Page 14.](#)
5. A tabulation of the maximum number of dwelling units proposed including the number of units with two or less bedrooms and the number of units with more than two bedrooms; [Not Applicable in this situation.](#)
6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio); [Not applicable in this situation.](#)
7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; [Shown in pattern book pages 21-23.](#)
8. If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating: (aa) the approximate date when construction of the project can be expected to begin; (bb) the order in which the phases of the project will be built; (cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and, (dd) a breakdown by phase for subsections [5] and [6] above; [Development will be constructed in single phase.](#)
9. Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted; [Not applicable in this situation.](#)
10. A statement setting forth in detail either (1) the exceptions which are required from the zoning and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed;
 - [EXCEPTION 1: This PCD is directly influenced by the federal aviation flight restrictions regarding building height.](#)
 - [EXCEPTION 2: Perimeter Planting Yard/ Buffer Requirements will be determined upon site plan approval or potential rezoning of adjacent properties.](#)
11. The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article; [The project is not within any overlays.](#)
12. The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time; [Not applicable in this situation.](#)
13. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; [Shown in pattern book on page 2.](#)
14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. [Shown in pattern book on pages 15-18.](#)
15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign; [Shown in pattern book on page 19.](#)

2007 PCD Master Plan



OVERALL SITE DATA: Total Site Area Map and Parcel Numbers City State County Existing Zoning Proposed Zoning		COMMERCIAL AREA DATA: AREA A (Retail/Office) Total Area in Area A Proposed Use Retail/Office Restaurant Total Square Footage Total Floor Area Ratio (F.A.R.) Total Parking Required Retail/Office Restaurant Total Parking Provided Total in Streets and Parking (Paved Area) Total Open Space		23.70 Acres ± Parcel 137.02, Map 68 Murfreesboro Tennessee Rutherford County RS-12 Planned Commercial Development		3.05 Acres ± Retail/Office 25,858 Square Feet ± 6,000 Square Feet ± 31,858 Square Feet: 0.24 86 Spaces (1 Space/300 S.F.) 60 Spaces (1 Space/100 S.F.) 146 Spaces (1 Space/215 S.F.) 1.75 Acres ± (57.4%) 0.62 Acres ± (20.3%)		COMMERCIAL AREA DATA: AREA C (Office) Total Area in Area C Proposed Use Office Total Office Space Total Floor Area Ratio (F.A.R.) Total Parking Required Total Parking Provided Total in Streets and Parking (Paved Area) Total Open Space		2.60 Acres ± Office 36,000 Square Feet ± 0.32 120 Spaces (1 Space/300 S.F.) 146 Spaces (1 Space/245 S.F.) 1.01 Acres ± (38.8%) 0.76 Acres ± (29.2%)		COMMERCIAL AREA DATA: AREA D (Office) Total Area in Area D Proposed Use Office Total Office Space Total Floor Area Ratio (F.A.R.) Total Parking Required Total Parking Provided Total in Streets and Parking (Paved Area) Total Open Space		2.45 Acres ± Office 36,000 Square Feet ± 0.34 120 Spaces (1 Space/300 S.F.) 138 Spaces (1 Space/260 S.F.) 0.94 Acres ± (38.4%) 0.88 Acres ± (34.7%)		COMMERCIAL AREA DATA: AREA E (Office/Storage) Total Area in Area E Proposed Use Office/Storage Facilities Antique Mall Apothecaries Art or Photo Studio or Gallery Bakery, Retail Bank, Branch Office Bank, Drive-Up Electronic Teller Bank, Main Office Barber or Beauty Shop Book or Card Shop Business School Business and Communication Service Catering Establishment Clothing Store Convenience Sales and Service Max. 5,000 S.F. floor area Delicatessen Department or Discount Store Doughnut Shop Dry Cleaning Dry Cleaning Pick-Up Station Financial Service		4.41 Acres ± Office/Storage Facilities 9,000 Square Feet 30 Spaces (1 Space/300 S.F.) 37 Spaces (1 Space/243 S.F.) 27,000 Square Feet 6 Spaces (1 Space per 5,000 S.F.) 13 Spaces (1 Space per 2,077 S.F.) 0.19 2.70 Acres (Pavement + Gravel) 1.26 Acres ± (28.6%) 1.44 Acres ± (32.6%) 1.11 Acres ± (25.2%)		APPROVED USES: Amusements Commercial Indoor Animal Grooming Facility Antique Mall Apothecaries Art or Photo Studio or Gallery Bakery, Retail Bank, Branch Office Bank, Drive-Up Electronic Teller Bank, Main Office Barber or Beauty Shop Book or Card Shop Business School Business and Communication Service Catering Establishment Clothing Store Convenience Sales and Service Max. 5,000 S.F. floor area Delicatessen Department or Discount Store Doughnut Shop Dry Cleaning Dry Cleaning Pick-Up Station Financial Service		Flower or Plant Store Garden and Lawn Supplies Health Club Ice Cream Shop Interior Decorator Janitorial Service Keys, Locksmith Laboratories, Medical Laboratories, Testing Music or Dancing Academy Offices Optical Dispensaries Personal Service Establishment Pet Shops Pharmacies Photo Finishing Photo Finishing, Pick-Up Station Radio, T.V., or Recording Studio Reducing and Weight Control Service Restaurant and Carry-Out Restaurant Retail Shop, other than enumerated elsewhere Telephone or Telegraph Facility Veterinarian's Office Veterinary Clinic Veterinary Hospital Video Rental		PROHIBITED USES: Outdoor Amusement		SPECIAL NOTE: Construction activity and dumpster pick-up will be limited to City of Murfreesboro Zoning Ordinance requirements.	
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RAGAN • SMITH
LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
RAGAN-SMITH ASSOCIATES, INC.
385 WOODLAND ST., P.O. BOX 8070, NASHVILLE, TN 37208
(615) 244-8861 FAX (615) 244-8738 WWW.RAGANSMITH.COM

DeJARNETTE PLACE
MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE
OVERALL LAYOUT

REVISIONS	
DESIGNED BY:	R.C.C.
DRAWN BY:	J.A.G.
APPROVED BY:	R.C.C.
SCALE:	1"=80'
DATE:	October 5, 2007
JOB NO.	06-018
WK. ORDER	8774
SHEET NO.	01 OF 02

MINUTES
OF THE CITY OF MURFREESBORO
PLANNING COMMISSION
City Hall, 111 W. Vine Street, Council Chambers
June 4, 2025, 6:00 PM

Members Present:

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

Staff Present:

Ben Newman, Dir. Of Land Mgmt. & Plan.
Matthew Blomeley, Asst. Planning Dir.
John Tully, Assistant City Attorney
Macey Woldt, Staff Attorney
Chad Gehrke, Airport Director
Ashley Fulghum, Recording Assistant

1. Call to Order.

Chair Kathy Jones called the meeting to order at 6:00pm.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

None.

4. Approve Minutes of the May 21, 2025 Planning Commission meeting.

Ms. Jami Averwater moved to approve the minutes of the May 21, 2025 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

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

Nay: None

MURFREESBORO PLANNING COMMISSION MINUTES

JUNE 4, 2025

5. Public Hearings and Recommendations to Council:

Zoning Application [2025-407] to amend the existing PCD zoning (Dejarnette Place PCD) on approximately 23.7 acres located along DeJarnette Lane, Swanson Developments, LP applicant. Mr. Matthew Blomeley presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Clyde Rountree (landscape architect) and Mr. Joe Swanson III (developer) were in attendance representing the application. Mr. Rountree gave a presentation of the proposed project.

Chair Kathy Jones inquired about a minimum height for the buffer zones. Mr. Blomeley responded that he believes they are required to be 6 feet in height at planting.

Chair Kathy Jones opened the public hearing.

1. **Mr. Mike Schlicher of 706 Middleton Lane** spoke in opposition to restaurants being an allowed use. He brought up concerns over traffic and requested a berm and fence to be installed.
2. **Ms. Karen Wardle of 738 Middleton Lane** spoke about concerns over noise, lighting, rodents, property values, and the retention pond. She opposes restaurant, winery, and brewery uses on the property.
3. **Mr. Laws Bouldin of 358 Dejarnette Lane** spoke in opposition to drive-thru restaurants and 24-hour service businesses. He asked for specific hours of operation, height of buildings, minimum height of landscape buffers, and how the buffer is affected by the existing easements on the property.
4. **Mr. Tom Bowen of 2622 Chase Lane** spoke about concerns over lighting, noise, and traffic.
5. **Mr. Bobby Fowler of 718 Middleton Lane** spoke in opposition to this request and expressed concerns regarding the landscape buffer zone.
6. **Mr. Danny Du with Swanson Developments at 1188 Park Avenue** spoke about how office trends have influenced the applicant to request a broader range of uses.
7. **Ms. Darlene Schlicher of 706 Middleton Lane** spoke in opposition to this request.
8. **Mr. Joe Swanson III with Swanson Developments at 1188 Park Avenue** stated that they are willing to install 6- or 8-foot-tall buffer plantings and limit the types of drive-thru restaurants or remove them completely. He also stated

MURFREESBORO PLANNING COMMISSION MINUTES

JUNE 4, 2025

that the parameters in the pattern book limit the ability to build a 2-story building.

9. **Mr. Austin Birch with Swanson Developments at 1188 Park Avenue** spoke about the reasoning behind the request.

There being no one else to speak for or against the request, Chair Kathy Jones closed the public hearing.

Mr. Blomeley addressed the request for a traffic signal, as well as fencing and lighting concerns.

The Commission, Staff, and applicants discussed the proposed permitted uses, building height, and buffering along lots B and D.

Ms. Jami Averwater moved to approve the request subject to all staff comments and the following conditions: 1) The required buffer along the eastern boundary of areas B & D shall be a Type B buffer with a 6'-tall privacy fence in addition to the standard buffer plantings. The minimum height of all trees planted in this buffer shall be 8' at the time of planting.; 2) The required buffer and fence along the eastern boundary of areas B & D shall be designed so as not to conflict with any existing or proposed utilities or infrastructure and, if located in easements, appropriate permission from the easement holder(s) shall be secured.; 3) Drive-in restaurants and restaurants with drive-thrus shall not be permitted on areas B & D. The motion was seconded by Vice-Chair Ken Halliburton and carried by the following vote:

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

Nay: None

6. Staff Reports and Other Business:

Mandatory Referral [2025-706] for the dedication of an electric easement on City-owned property located along West College Street/Old Nashville Highway, Middle Tennessee Electric applicant. Mr. Matthew Blomeley presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

ORDINANCE 25-OZ-24 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 23.7 acres in the Planned Commercial Development (PCD) District (DeJarnette Place PCD) located along DeJarnette Lane as indicated on the attached map, Swanson Developments, LP, applicant [2025-407].

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. Purposes of the amendment include, but are not limited to, modifying the allowed uses table, modifying the design requirements, and incorporating airport protection policies.

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

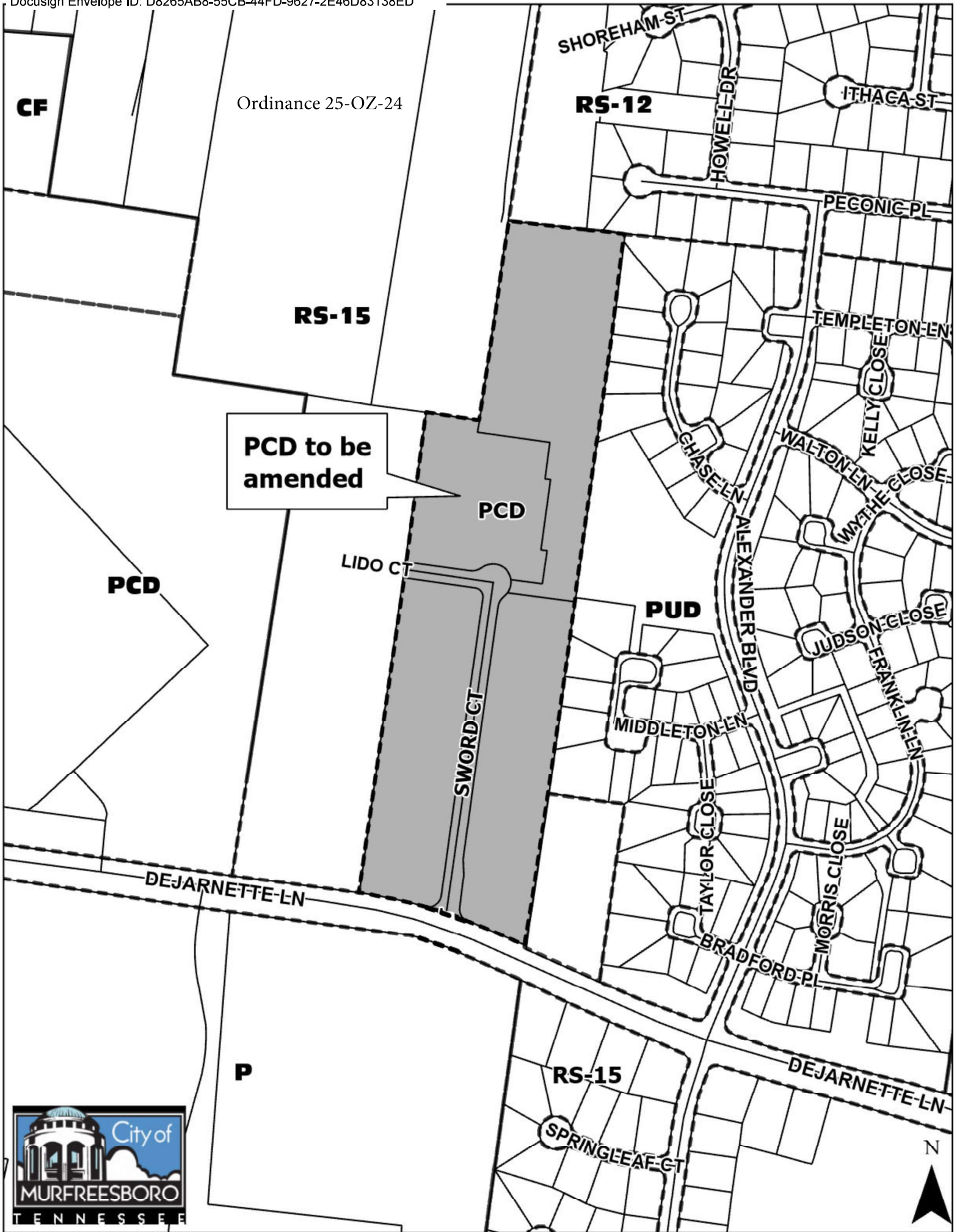
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Timekeeping Software Renewal

Department: IT Department

Presented by: Matthew Jarratt, 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 renewal of City-wide timekeeping software with UKG.

Recommendation

Approve the renewal of City-wide timekeeping software.

Background Information

The City has used UKG's timekeeping software since 2017 to manage employee hours and payroll. This renewal continues a reliable, cost-effective solution and shifts to a multi-year contract to reduce recurring Council approvals while preserving annual budget oversight.

This contract is structured as a multi-year agreement with annual charges applied to each fiscal year budget. The total cost over the anticipated multi-year renewal period is estimated at \$385,105.32, based on projected needs and current pricing over a three-year span.

Council Priorities Served

Responsible budgeting

Renewing the City's timekeeping software ensures accurate payroll and efficient resource allocation.

Fiscal Impacts

The total contract cost for the upcoming term beginning September 21, 2025, and ending September 20, 2026, is \$128,368.44. This is a budgeted expense and may vary depending on the number of licensed employees each year.

Attachments

UGK Renewal Quote



RENEWAL ORDER FORM

Quote#: Q-338805

Date:03 Jun, 2025

Customer Legal Name:
CITY OF MURFREESBORO

Ship To: CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO, TN 37130 USA

Customer Legal Address:
111 W VINE ST, MURFREESBORO, TN 37130 USA

Bill To: CITY OF MURFREESBORO
PO BOX 1139
MURFREESBORO, TN 37133-1139 USA

Bill To Contact:

Payment Terms: Net 30 Days
Customer PO Number:
Renewal Term: 12 months
Billing Frequency: Annual
Billing Type: Advance

Currency:USD
Solution ID: 6118446

Contract Summary

Contract Period Start Date: 9/21/2025 12:00:00 AM

Contract Period End Date: 9/20/2026 12:00:00 AM

Total Price: USD 128,368.44

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

Annualized Contract Value: USD 128,192.40

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

SaaS Application

Product Name	Duration	Quantity	Monthly Total	Total Price
UKG PRO TIMEKEEPING HOURLY	12	1,465	USD 7,580.46	USD 90,965.50
UKG PRO TIMEKEEPING SALARIED	12	185	USD 478.63	USD 5,743.56
UKG PRO LEAVE	12	1,550	USD 1,604.06	USD 19,248.67
UKG PRO LEAVE	12	250	USD 258.72	USD 3,104.62
UKG PRO TIMEKEEPING HOURLY	12	150	USD 775.51	USD 9,306.09
Total Price				USD 128,368.44



CITY OF MURFREESBORO

UKG Kronos Systems LLC

Signature: _____

Name: Shane McFarlandTitle: Mayor

Date: _____

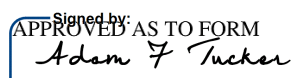
Signature: _____

Name: Jessica TuinilaTitle: Associate ManagerDate: 6/24/2025

DocuSigned by:


125EB42EFF09467...

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.

Signed by:
APPROVED AS TO FORM

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Adam F. Tucker, City Attorney

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

<https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions>

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Donation of Used Equipment to Jackson Fire Department

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 the donation of used equipment to Jackson Fire Department.

Staff Recommendation

Approve the donation of used equipment to Jackson Fire Department.

Background Information

The MPD has expired body armor sets and other used equipment that are no longer in use. MPD tries to assist other public safety agencies when possible and the Jackson Fire Department can benefit from the donation of this equipment.

Council Priorities Served

Establish a Strong City Brand

Assisting other public safety agencies helps to develop community partnerships.

Fiscal Impact

None.

Attachments

Surplus Property Disposal Forms

City of Murfreesboro

Surplus Property Disposal Form

City Department Murfreesboro Police Department

Short description of surplus property Warranty Expired Body Armor x 60

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	_____
		Reserve value (Do not sell below this amt)	\$ _____
Trade-In	<input type="checkbox"/>	Trade-in value	\$ _____
Transfer	<input type="checkbox"/>	To whom? _____	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Jackson Fire Dept</u>	Estimated value <u>200 per set</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u>over 5 y</u>	Estimated original cost	<u>\$1,000</u>
Seized Property?	<u>no</u>	Depr value (to be completed by FA Mgr if applicable)	\$ _____
Law Enforcement Restricted ?	<u>no</u>		

Condition of surplus property:

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

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:
Expired Point Blank Level III body armor x 60

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

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<u>Ebay \$250</u>

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

Signed	<u>[Signature]</u>	Date	<u>07/11/25</u>
	(Department Head)		

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

Signed	<u>Vicki J. Massey</u>	Date	<u>07-11-25</u>
	(Fixed Assets Manager)		

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

Signed	<u>[Signature]</u>	Date	<u>7/11/2025</u>
	(City Manager or Assist. City Manager)		

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

**CITY OF MURFREESBORO
DONATION OF UNIFORM EQUIPMENT**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of BODY ARMOR by the City of Murfreesboro ("City") to the JACKSON FIRE DEPARTMENT

THE CITY AND JACKSON FIRE DEPARTMENT MUTUALLY AGREE AS FOLLOWS:

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

The JACKSON FIRE DEPARTMENT agrees to hold the City harmless in the event any claim is made against it arising from the JACKSON FIRE DEPARTMENT's ownership or use or failure to use the BODY ARMOR.

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

The JACKSON FIRE DEPARTMENT shall be solely responsible for determining whether to use said BODY ARMOR for law enforcement or any other purpose.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

Signed by:
By: 
2430FFE575D2A4B9
Daren Gore, City Manager


JACKSON FIRE DEPARTMENT

By: _____

Printed: _____

Title: _____

Approved as to form:

Signed by:

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

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: State SRO Program Grant and School MOUs

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 a Memorandum of Understanding (MOU) between the City and Murfreesboro City Schools and Rutherford Collegiate Prep school for submission of the Statewide School Resource Office (SRO) grant.

Staff Recommendation

Approve the application for the Statewide SRO grant and the MOU with Murfreesboro City Schools and Rutherford Collegiate Prep school.

Background Information

The Department has been informed by the Department of Safety and Homeland Security that grant funds are available, for the third year, to local law enforcement agencies after the agency completes the submission of an application for funding and a MOU between the law enforcement agency and the local education authorities.

The SRO grant provides funding to local law enforcement entities to place one full-time, POST-certified SRO in each K-12 public school and public charter school in Tennessee. Local law enforcement agencies are eligible to apply for funding not to exceed \$75,000 per year, per school for which they are responsible for providing SRO services.

Currently, MPD has SROs on staff in 14 schools that qualify, for a grand total of \$1,050,000 annually. It is not known at this time how long this program will be available.

Council Priorities Served

Safe and Livable Neighborhoods

SROs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments.

Fiscal Impacts

Total State award is \$1,050,000 which will be used to offset the FY26 salaries and benefits of the SROs currently on staff with MPD.

Attachments:

1. MOU between the City and Murfreesboro City Schools
2. MOU between the City and Rutherford Collegiate Prep

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: License Agreement with Middle Tennessee Electric

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 the license agreement with MTE for the public safety camera system.

Staff Recommendation

Approve the license agreement with MTE for the public safety camera system.

Background Information

MPD is expanding the public safety camera system and will require to attach additional cameras on utility poles owned by MTE. This license agreement will govern the City's existing and future camera facilities on MTE's utility poles. This is a ten-year agreement with an annual fee of \$40.34 for each camera plus the cost of any electrical usage. Additionally, there are minimal fees associated with the pole attachment application.

Council Priorities Served

Safe and Livable Neighborhoods

Providing crime investigation tools and data analytics for crime solvability.

Fiscal Impacts

The total expense per year is not expected to exceed \$50,000. These fees are budgeted for in the department's operating budget.

Attachments:

License Agreement for Murfreesboro Police Department Public Safety Camera System

**LICENSE AGREEMENT
FOR MURFREESBORO POLICE DEPARTMENT
PUBLIC SAFETY CAMERA SYSTEM**

This License Agreement (this “Agreement”), is made as of _____, 2025, (the “Effective Date”) by and between THE MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION, a Tennessee Corporation (hereinafter “MTE”) and the CITY OF MURFREESBORO, TENNESSEE, a municipality organized under the laws of the State of Tennessee (hereinafter “City”).

WHEREAS, MTE and the City are parties to a certain pole attachment agreement, dated July 1, 2020, (“Pole Attachment Agreement”) pursuant to which MTE granted the City a license, subject to the terms of that agreement, to attach the City’s cables, equipment, and facilities to MTE’s poles for the purpose of providing municipal services, including law enforcement and other public safety services; and

WHEREAS, the City desires to attach and/or install cameras and other equipment as part of a public safety camera system for the use by and benefit of the Murfreesboro Police Department (“MPD”), a department of the City, on utility poles owned by MTE and in the public right-of-way; and

WHEREAS, MTE and the City acknowledge that due to the technical specifications of the cameras and other equipment to be attached to the poles, the attachment of the cameras and other equipment should be subject to terms and conditions other than those set forth in the Pole Attachment Agreement; and

WHEREAS, MTE and the City desire to enter into this License Agreement to govern the City’s existing and future public safety camera facilities on MTE’s utility poles in the public right-of-way.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** The following definitions shall apply generally to the terms of this Agreement:
 - 1.1 **Facility or Facilities.** “Facility or “Facilities” means all streetlight, electrical distribution, or other poles, lighting fixtures, mast arms, and other property owned, leased, or otherwise operated under franchise, right-of-way, or easement agreements or otherwise by MTE which are located in the service territory. This term shall not include any property owned by any person or entity other than MTE, except as provided by applicable Laws or pursuant to an agreement between MTE and any such person or entity.
 - 1.2 **Fee.** “Fee” means any assessment, license, charge, fee, imposition, tax, or levy lawfully imposed by any governmental body.
 - 1.3 **Laws.** “Laws” means any and all judicial decisions, statutes, constitutions, ordinances, resolutions, regulations, rules, tariffs, administrative orders, certificates, orders, or other requirements of any entity having joint or several jurisdiction over the parties to this Agreement, including without limitation the National Electrical Safety Code and the National Electric Code, in effect during the term of this Agreement.
 - 1.4 **Cameras.** “Cameras” means the cameras, and any associated equipment to be installed and operated by the City as part of a public safety system hereunder.
 - 1.5 **Service Territory.** “Service Territory” means MTE’s electric service area(s).

2. **Term.** This Agreement shall commence on the Effective Date and continue for a term of ten (10) years, unless it is earlier terminated by either party in accordance with the provisions herein.
3. **Scope of Agreement.** Any and all rights expressly granted to the City under this Agreement, which shall be exercised at the City's sole cost and expense, shall be subject to the prior and continuing right of MTE under applicable Laws to use the Facilities only, exclusively, or concurrently, with any other person or persons, and further shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title which may affect the Facilities.

3.1 **Specific Attachment Rights.** Only with the expressed written consent of MTE for each location involved, MTE hereby authorizes and permits the City to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Cameras on Facilities within the public right-of-way subject to the further terms of this Section 3. Any work performed pursuant to the rights granted under this Agreement shall be subject to the prior review and approval of MTE. All work involved in this agreement shall be performed in a good and workmanlike manner in accordance with the applicable codes and laws. The City shall maintain, at its sole cost and expense, all Cameras in good and safe condition and repair. All actual work to be performed in the installation, removal, or relocation of any Cameras will be performed by the City or its contractors, after coordination with MTE, on MTE owned facilities. The City shall pay MTE for work performed in connection with the installation or removal of the power connection to the Cameras, pursuant to the rates set forth on **Exhibit A**, which may be amended from time to time in Licensor's discretion ("Licensor's Rates"). MTE agrees to cooperate with MPD by making available copies of all pole records and maps reasonably required by MPD to deploy its Cameras.

3.2 **Third Party or City Owned Attachment Rights.** Subject to the City obtaining the consent of the owner(s) thereof, MTE further authorizes and permits the City to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Cameras to, on, or from structures owned by third parties and attached to Facilities ("Third-Party Structures") within the public right-of-way. The City shall furnish to MTE, at the time of installation request, documentation of permission from the owner(s) of the Third-Party Structures utilized by the City. If the City attaches, installs, operates, maintains, removes, reattaches, reinstalls, relocates and replaces Cameras to City owned structures, the City shall at the time of installation notify MTE of the structures and their locations.

3.3 **Non-Interference.** In the performance and exercise of its rights and obligations under this Agreement, the City shall not interfere in any manner with the existence and operation of any and all public and private rights of way, gas mains, non-City-owned poles, aerial and underground electric and telephone wires, cable television, and other telecommunications and utility facilities, without the express written approval of the owner or owners of the affected property or properties, or except as permitted by applicable Laws.

3.4 Compliance with Laws. The City in the exercise and performance of their rights and obligations under this Agreement shall comply with all applicable Laws and shall obtain and comply with all applicable permits, franchise agreements, or right-of-way agreements necessary to utilize the Facilities for the operation of the Cameras.

3.5 Application Process. Prior to the installation of any Cameras, the City will submit an application in the form of **Exhibit B** attached hereto identifying the Facilities it proposes utilizing. The City may submit applications to add additional Cameras at any point during the term of this Agreement. The City shall not install any Cameras on Facilities prior to the date that its application is approved by MTE. Licensee shall reimburse Licensor for all costs, including administrative charges and transportation costs, incurred while working with Licensee and processing approvals for initial attachments or rearrangements of attachments pursuant to Licensor's Rates.

4. Fees and Taxes. The City shall be solely responsible for the payment of all lawful Fees and Taxes required of the City in connection with the exercise of the City's rights under this Agreement.

4.1 Annual Fees for Use of Facilities. The City shall pay MTE an annual fee (the "Annual Fee") in the amount of \$40.34 for the use of each and any Facility to which a Camera has been directly attached pursuant to this Agreement. The Annual Fee shall be due and payable within sixty (60) days after receipt of an itemized invoice that will be delivered to City in January of each year, subject to a 1.5% per month late penalty payment. The Annual Fee shall be prorated for any partial year. Said rate shall remain in effect until December 31. Thereafter, the Annual Fee will be adjusted effective January of each year based on the percentage change in the Handy Whitman Index. The total fee shall be based on the number of Facilities to which attachments are being maintained on the first day of December. For the purpose of computing these rentals payments, each outstanding permit shall be construed as if the attachment authorized thereby had been made as of the date of the approval thereof by MTE even though the attachment has not been made on said day.

4.2 Rates for Camera Electrical Usage. MTE agrees to provide electricity to certain Cameras installed on Facilities or Third-Party Structures located in the Service Territory according to the following methodology, if such electricity is required and if such requirement is indicated on the Pole Attachment Application:

4.2.1 Unmetered Basis. MTE shall provide power to Cameras located in the Service Territory (whether same are attached to MTE-owned facilities or Third-Party Structures) on an unmetered basis. MTE shall render one statement bill each month to MPD detailing rate charges for all locations covered under this agreement. MPD shall pay MTE monthly, a sum for each Camera to which MTE provides power, as follows:

(a) The estimated energy consumption rate is 262.8 kWh annually (21.9 kWh monthly). This value will be used as the basis for calculating rates per each Camera requiring this type of energy consumption installed in accordance with this agreement, as follows:

Monthly TVA GSA-1 service charge

Plus monthly 21.9 kWh multiplied by the then current rate found within the MTE General Power Rate -- Schedule GSA-1.

MTE reserves the right to independently verify kWh consumption values supplied for all Cameras to be installed under this agreement.

- (b) Power Consumption Assumptions.** Should MPD propose to use a Camera with a higher annual energy consumption of 262.8 kWh, or if these power consumption assumptions change, MPD and MTE shall consult in good faith regarding the appropriate per-Camera charge. All rate charges detailed in this Section 4.2 may be adjusted by MTE in its sole discretion.

5. **Removal and Relocation of Cameras.** The City agrees to pay for the costs for MTE to relocate a Camera pursuant to Licensor's Rates, upon fifteen (15) business days' prior written notice in situations described in subsections 5.1 and 5.2 below, whenever MTE reasonably determines that the relocation is needed (a) to facilitate or accommodate the construction, completion, repair, relocation, or maintenance of an MTE project; (b) because the Camera is interfering with or adversely affecting proper operation of MTE's facilities or utility services; or (c) to protect or preserve the public health or safety.

5.1 **Relocation of Cameras at the City's Request.** If City desires to relocate a Camera from one Facility to another, the City shall so advise MTE. MTE will use reasonable effort to accommodate the City by making another functionally equivalent Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

5.2 **Abandonment.** If any Camera subject to this Agreement is abandoned and no longer placed in service for a period of six (6) months or more, the City promptly shall notify MTE, and MTE, at its option, may require the City promptly to remove the abandoned Camera(s) at the City's sole cost and expense or dedicate the same to MTE. MTE shall not issue notice to the City that MTE intends to exercise the option to require removal or dedication of Cameras, unless and until MTE first gives fifteen (15) days' prior written notice to the City to remove the Cameras. If the City fails to remove the Cameras as required by MTE, MTE shall be entitled to remove the Cameras at the City's sole cost and expense. .

5.3 **Repair of Damage.** Whenever the removal or relocation of a Camera is required under this Agreement, and any Facility is damaged in the process thereof, MTE shall perform or cause to be performed such reasonable and necessary work on behalf of the City and charge the City for the proposed costs to be incurred, or the actual costs incurred by MTE, at MTE's then applicable standard rates for repair. Upon the receipt of a demand for payment by MTE, the City shall reimburse MTE for such costs within sixty (60) days of receipt of invoice, subject to a 1.5% per month late penalty payment.

5.4 **Wavier and Release.** Absent the negligence or intentional wrongful conduct of MTE's employees or agents, the City agrees to waive any claim against and release MTE on account of any loss, damage, or injury to any Camera caused by an event or occurrence which is beyond the reasonable control of MTE.

6. **Indemnity.** To the extent permissible under Tennessee law, the City shall indemnify, protect, and save harmless MTE, from and against any and all claims and demands for, and hereby agrees to reimburse MTE in the amount of any costs or expenses incurred, directly or indirectly, in respect of, damages to property and injury to or death of persons, including payments made under any workmen's compensation law or under any plan for employees; disability and death benefits, which may be caused by the erection, maintenance, use or removal of the City's Cameras or related equipment or facilities or by the proximity of the equipment and facilities of the City to those of MTE or its other licensees, or by any act of the City on or in the vicinity of MTE's pole and anchors, or the City's breach of any part of this Agreement. Except as otherwise provided in this Agreement, the City's indemnity obligations are effective only to the extent that the loss, injury, or damage is determined to be caused by the negligent acts or omissions of the City or its employees, agents, and contractors. To the degree permissible under Tennessee law, the City shall also indemnify, protect and save harmless MTE from any and all claims and demands of whatever kind which arise directly or indirectly from, and hereby agrees to reimburse MTE in the amount of any costs or expenses incurred, directly or indirectly, in respect of, the operation of the City's facilities including taxes, special charges by others, claims, and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of the City's equipment whether arising from the use of the City's equipment in combination with MTE's poles, anchors, or otherwise. To the extent permissible under Tennessee law, the City's obligations under this paragraph shall extend to and include all costs (including the services of MTE's regular employees and retained attorneys) incident to the investigation and defense of all claims and demands to which the City's obligations apply.
7. **Insurance.** The City shall carry insurance or maintain adequate self-insurance reserves to protect both parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of any loss, injury or damage described in Section 6 above or otherwise arising out of, caused by, or relating to the City's Cameras. With respect to claims and actions governed by Title 29, Chapter 20 of Tennessee Code Annotated, the amount of such insurance or self-insurance reserves shall be those required by Title 29, Chapter 20 of Tennessee Code Annotated. With respect to other claims and actions arising from any loss, injury, or damage otherwise arising out of, caused by, or relating to the City's Cameras, the amounts of such insurance or self-insurance reserves against liability due to damage to property or injury to or death of persons shall be no less than:

- (1) \$1,000,000 for personal or bodily injury to any one person;

(2) \$2,000,000 for personal or bodily injury in any one accident or occurrence basis if available; and

(3) \$500,000 property damage for any one accident, or occurrence basis if available.

In addition, the City shall require all contractors installing, maintaining, repairing, replacing, or removing the City's Cameras to maintain insurance coverage limits set forth above in (1), (2), and (3) and that such policies name both MTE and the City as additional insureds.

The City shall also carry insurance as will protect it from all claims under any workmen's compensation laws in effect that may be applicable to it.

To the extent permissible without waiving the City's rights under Title 29, Chapter 20 of the Tennessee Code Annotated, all insurance required shall include such waivers as necessary to provide parties the coverage limits set forth herein and shall remain in force for the entire life of this Agreement. The taking out of such insurance shall not relieve or limit the City from its liability to MTE under this Agreement but shall only be added security. The City shall submit to MTE certificates by each company insuring the City to this effect that it has insured the City for all liability of the City under this Agreement and that it will not cancel or change any policy of insurance issued to the City except after thirty (30) days' notice to MTE.

8. **Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted by one of the following methods: (i) through the United States mail, by registered or certified mail, postage prepaid; (ii) by means of prepaid overnight delivery service; or (iii) by facsimile transmission, if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, as follows:

If to MTE:

Middle Tennessee Electric Membership Corporation
Attn: Distribution Asset Manager
555 New Salem Highway
Murfreesboro, TN 37129

If to the City:

City of Murfreesboro
Attn: City Manager
111 West Vine Street
Murfreesboro, TN 37130


Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next day in the case of overnight courier. Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above.

9. **Termination.** This Agreement may be terminated by either party upon forty-five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default is thirty (30) days from receipt of notice.
10. **Miscellaneous Provisions.** The following provisions shall apply generally to the terms of this Agreement:
- 10.1 **Assignment; Successors and Assigns.** The City shall not assign the Agreement without the express written consent of MTE. This Agreement is binding upon the successors and assigns of the parties hereto.
- 10.2 **Non-Exclusivity.** The City understands that this Agreement does not provide the City with exclusive use of any Facilities and that MTE shall have the right to permit other providers of telecommunications services to install equipment or devices on Facilities.
- 10.3 **Amendments.** This Agreement may not be amended except pursuant to a written instrument signed by both parties.
- 10.4 **Severability.** If any one or more of the provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.
- 10.5 **Governing Law; forum and venue.** This Agreement shall be governed and construed by and in accordance with the law of the State of Tennessee without reference to its conflicts of law principles. Any claim arising out of or relating to this Agreement shall be brought exclusively in the courts of Rutherford County, Tennessee.
- 10.6 **Incorporation of Exhibits.** All exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to in any duly executed amendment to this Agreement are by such reference incorporated in this Agreement and shall be deemed a part of this Agreement.
- 10.7 **Standard for Issuance of Consents.** In any case where the approval or consent of one party hereto is required, requested, or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay, or withhold its approval or consent.

- 10.8 **Waiver of Breaches.** The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.
- 10.9 **Entire Understanding.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have signed their names below.

THE MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION

Signed by:

By: _____
Bradley A. Gibson
Chief Operating Officer

Date: 7/8/2025

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland
Mayor

Date: _____

Approved as to form:

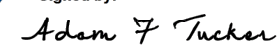
Signed by:

By: _____
Adam F. Tucker
City Attorney

EXHIBIT A

LICENSOR'S RATES

Year	Description	Rate
2025	Engineering / Administrative Time	\$ 85.96 per hour
2025	Mileage	\$ 0.70 per mile
2025	Service Work - Journeyman & Bucket Truck 35' - 42'	\$ 111.71 per hour
2025	Lineman A & Bucket Truck 40' - 55'	\$ 117.91 per hour

EXHIBIT B

POLE ATTACHMENT APPLICATION

1. Application: In accordance with the terms and conditions of the License Agreement entered into by and between City of Murfreesboro by and through its Murfreesboro Police Department ("MPD") and Middle Tennessee Electric Membership Corporation ("MTE"), dated as of _____, 2025 (the "Agreement"), application is hereby made by MPD pursuant to the terms of the Agreement for permission to make attachments to the following poles:

911 Address/Location	MTE Identification #	Electric Service Required (Charges will apply.)	For Office Use Only	
			FID #	GIS
2590 S Church St.	113N72	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5447E24151450	
1209 Fortress Blvd.	79P76	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5250G13591473	
829 NW Broad St.	107979	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5449N09501322	
1734 Saint Andrews Dr.	N/A (see FID#)	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5248M07021120	
2505 S Church St.	34489	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5447J26251085	
1106 Wingate St.	32708	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5548K01810303	
1710 E Northfield Blvd.	32947	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5550J18020637	
1540 Lascassas Pk.	107923	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5550A03391935	
1114 N Tennessee Blvd.	33625	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5450D19560270	
1231 Cason Ln.	115034	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5348J14180831	
3010 S Church St.	21594	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5446J15661988	
2403 Halls Hill Pk.	90F24	YES <input type="checkbox"/> / NO <input checked="" type="checkbox"/>	5549Q00551932	
3053 Medical Center Pkwy.	N/A (see FID#)	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5250H17561459	
3105 Medical Center Pkwy.	N/A (see FID#)	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5250H15491509	
115 Mall Circle Dr.	N/A (see FID#)	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5349G18201937	
1935 NW Broad St.	19277	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>	5350Q07600867	

Dated: 7/8/2025

MURFREESBORO POLICE DEPARTMENT

DocuSigned by:

By: Michael Bowen
Signature 00F17CACBD0C438...

Michael Bowen Chief of Police
Printed Name & Title

2. Approved: Utility hereby issues its approval of the pole attachments described above, as modified by Utility.

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP

CORPORATION

Signed by:

Dated: 7/8/2025

By: Brad Gibson
Signature 9ADCBFADCB094E3...

Brad Gibson Chief operating officer
Printed Name & Title

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Settlement for Right of Way and Easement Purchases for Bradyville Pike Widening Project Tract 10

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

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

Summary

Consider funding an additional \$20,000 for the settlement request based on recommendations by the Attorney General's Office for Tract 10 of the Bradyville Pike Widening Project.

Staff Recommendation

Approve funding for the settlement request.

Background Information

On April 4, 2019, the City Council authorized the acquisition of properties for the Bradyville Pike Widening Project, following receipt of certified appraisals. Offer letters were sent to property owners, including copies of the appraisals and compensation for any damages as determined by the appraisers.

The owner of Tract 10 did not accept the initial offer. The case was referred to the Attorney General's Office, which filed for condemnation and deposited the appraised value with the court. During settlement discussions, the property owner agreed to accept an additional \$20,000 to cover cost-to-cure expenses. This amount has been deemed reasonable and justified by the Attorney General's consulting engineer.

Council Priorities Served

Expand infrastructure

Improvement of City streets improves the safety and efficiency of the roadway system.

Fiscal Impact

The City has fulfilled its financial obligations for this project. The additional \$20,000 will be fully funded by TDOT.

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: First Amendment to Contract for Bulk Fuel Purchase

Department: Fleet

Presented by: Tommy Miller Director Fleet Service

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 first Amendment to the contract between The City of Murfreesboro and Tri Star Energy, LLC for bulk fuel purchase.

Staff Recommendation

Approve the First Amendment for bulk fuel purchase with Tri Star Energy LLC.

Background Information

The current contract with Tri Star Energy expires August 23, 2025. The First Amendment would extend the contract to August 22, 2026. Tri Star Energy was the lowest responsible bidder in 2024.

Council Priorities Served

Responsible Budgeting

This contract will assist the city in the purchase of bulk fuel for all city vehicles.

Fiscal Impact

The amount budgeted for Fy2026 is \$3,000,000

Attachments

1. Contract for Bulk Fuel Purchase Between the City of Murfreesboro and Tri Star Energy, LLC
2. First Amendment

Contract for Bulk Fuel Purchase
MUNIS contract # 20250140
Between
the City of Murfreesboro
And
Tri Star Energy, LLC

This Contract is entered into and effective as of the August 23 2024, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and Tri Star Energy, LLC, a limited liability company of the State of Delaware ("Contractor").

This Contract consists of the following documents:

- This Contract
- ITB-51-2024 Bulk Fuel Purchase, issued June 25, 2024 (the "Solicitation");
- Contractor's Proposal, dated July 17, 2024 ("Contractor's Proposal"), herein provided as Exhibit A; and,
- Any properly executed amendments to this Contract.

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 Contract (most recent amendment or change order given first priority);
- Second, this Contract;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal (Exhibit A).

1. Duties and Responsibilities of Contractor.

- a. Contractor shall provide the City with the goods specified in "ITB-51-2024 – Bulk Purchase of Fuel" listed under "Bid Specifications – Section 2" of the ITB.
- b. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
- c. Upon execution of this contract, the bulk fuel must be delivered within twenty-four (24) hours after ordering for the West Main Street facility and within seventy-two (72) hours after ordering for all locations. The City's contact person for this contract, Kyle Lingo, (615-642-1899, desk ext. 2102) must be notified of delivery date and time within twenty-four (24) hours prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday. **Contact persons in other City departments using this contract will vary.**

- d. Deliveries of all items shall be made as stated in the ITB. Should the Contractor fail to deliver items on or before the required 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.
- e. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
- f. Every delivery 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.
- g. Contract pricing shall be made available to any City department wishing to utilize this contract.

2. Term.

The initial term of this Contract commences on the Effective Date and expires in one year from Effective Date, and is **renewable for four (4) additional one-year periods (for a total of five years) per mutual written agreement between City and Contractor**. Mutual contract renewals shall be made in the form of an Amendment to this Contract and shall not be effective until approved by the City Council. Should the City desire to renew the contract, a written notice will be furnished to the contractor not less than sixty (60) days prior to the expiration date of the contract, unless earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part: Upon 30-day prior notice, for the convenience of the City.

- a. 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
- b. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- c. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the City has the right to immediately terminate the Contract. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- d. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Contract immediately upon written notice to Contractor.

3. **Price.** Contractor shall provide bulk fuel products based on the specifications listed in the Solicitation and Contractor's Proposal ("Exhibit A") as follows:

PRODUCT/ DELIVERY SIZE	B GALLONS DELIVERED	C NASHVILLE RACK AVG. (cents)	D MARKUP/ DISCOUNT (cents) 4 decimal places	E UNIT COST (C + D= E) 4 decimal places	F EXTENDED COST (B X E= F) 4 decimal places
Unleaded 87 - Bobtail	5,000	\$ 2.676	.2500	2.9260	\$14,630.0000
Unleaded 87 - Tanker	40,000	\$ 2.676	-.0575	2.6185	\$104,740.0000
Unleaded 87 - Tanker 10% ethanol	8,500	\$2.174	-0.0050	2.1690	\$18,436.5000
Diesel 2 - Bobtail	5,000	\$ 2.380	.2500	2.6300	\$13,150.0000
Diesel 2 - Tanker	40,000	\$ 2.380	+.0171	2.3971	\$95,884.0000
GRAND TOTAL	98,500				\$246,840.0000

4. **Payment and Delivery.**

- a. Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's bid submitted in response to "ITB-51-2024 - Bulk Purchase of Fuel," and prices reflected in Exhibit A. Invoices must bear the purchase order number. Invoices will be sent to: Fleet Services Department, 4753 Florence Road, Murfreesboro, TN 37130 and to Accounts Payable at: accountspayable@murfreesborotn.gov.
- b. Deliveries of all items shall be made as stated in the bid specifications. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- c. 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.
- d. The risk of loss or damage shall be borne by the bidder at all times until the acceptance of goods and delivered, by the City.

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

7. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
8. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **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 generally accepted accounting principles.
12. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.
13. **Partnership/Joint Venture.** Nothing herein shall 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 shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
14. **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.
15. **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, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
16. **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 Contract, 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.

17. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City.
18. **Assignment.** The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
19. **Integration.** This Contract 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.
20. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
21. **Governing Law and Venue.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this Contract may only be filed in the courts of Rutherford County, Tennessee, or the Middle District of Tennessee, as applicable.
22. **Indemnification and Hold Harmless.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the

negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Contract, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

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

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

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

If to the City of Murfreesboro: If to the Contractor:

City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Tri Star Energy, LLC
Jordan Broyles, Director of Commercial
1740 Ed Temple Boulevard
Nashville, TN 37208
jbroyles@tristarenergy.com

- 24. Insurance.** During the term of this Contract, Contractor must maintain comprehensive general liability insurance and auto liability insurance both with limits of not less than \$1,000,000 per occurrence, as well workers' compensation insurance as required by the State of Tennessee. Both the general liability and auto liability policies must be endorsed or written to name as additional insureds the following: "the City of Murfreesboro, Tennessee and its elected officials, officers, employees, representatives, and agents." Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee and its elected officials, officers, employees, representatives, and agents."
- 25. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 26. Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.
- 27. Federal Certifications and Assurances.** The City of Murfreesboro's purchasing procedures are governed by the State of Tennessee, the City of Murfreesboro, and various federal statutes, executive orders, and regulations, including without limitation: Executive Order 11246 – Equal Employment Opportunity; Executive Order 12612 – Federalism; 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor; Office of Management and Budget Circular A-102; and Federal Transit Administration Circular 4220.1F "Third Party Contracting Requirements." Contractor shall comply with the following federal certifications and assurances:

- 28. Cargo Preference Requirements (46 U.S.C. 1241; 46 CFR Part 381).** Contractor agrees:
- a. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
 - b. To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Contractor in the case of a subcontractor's bill-of-lading); and
 - c. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- 29. Energy Conservation Requirements (42 U.S.C. 6321 et seq; 40 CFR Part 18).** Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 30. Clean Water Requirements (33 U.S.C. 1251).**
- a. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - b. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 31. Lobbying (39 U.S.C. 1352; 49 C.F.R. Part 20).** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient. Contractor shall complete certification attached hereto as Exhibit B.

32. Access to Records and Reports (49 U.S.C. 5325; 2 C.F.R. 200.336 ; 49 CFR 633.17). The following access to records requirements apply to this Contract:

- a. Because the City is an FTA Recipient and/or a sub grantee of the FTA Recipient in accordance with 2 C.F.R. 200.336, Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. In accordance with 2 C.F.R. 200.333, Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- d. FTA does not require the inclusion of these requirements in subcontracts.

33. Federal Changes (49 CFR Part 18). Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(21) dated October 2014) between City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

34. Clean Air Act (42 U.S.C. 7401 et seq, 40 CFR 15.61, 49 CFR Part 18).

- a. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor shall report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

35. Recycled Products (42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873). Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C.6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

36. No Government Obligation to Third Parties.

- a. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

37. Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq.; 49 CFR Part 31; 18 U.S.C. 1001; 49 U.S.C. 5307.

- a. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- b. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.(3) Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

38. Government-wide Debarment and Suspension. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that Contractor, its principals, as defined at 49 CFR 29.995, and/or its affiliates, as defined at 49 CFR 29.905, are **not** excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, a copy of which appears as Exhibit A to this Contract, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Murfreesboro. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Murfreesboro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

39. Civil Rights Requirements. The following requirements apply to the underlying contract:

a. City as recipient of federal transportation administration funds.

i. *Nondiscrimination.* In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

ii. *Equal Employment Opportunity.* The following equal employment opportunity requirements apply to the underlying contract:

1. *Race, Color, Religion, National Origin, Sex, Family Status.* In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

2. *Age.* In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal

transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- b. **City as federal contractor.** Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:
 - i. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a).** This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - ii. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a).** This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
 - iii. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a).** This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- c. **Incorporation of requirements in subcontracts.** Contractor further agrees to include these requirements in each subcontract, modified only if necessary to identify the affected parties.

40. Disadvantaged Business Enterprises.

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Rover Public Transit's overall goal for DBE participation is 3%. A separate contract goal has not been established for this procurement.

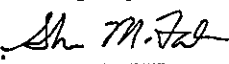
- b. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Murfreesboro deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
 - c. Contractor will report to the City its DBE participation on the contract obtained through race-neutral means.
 - d. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that work from the City of Murfreesboro. In addition, Contractor may not hold retainage from its subcontractors.
 - e. Contractor must promptly notify the City of Murfreesboro whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.
- 41. **Incorporation of Federal Transit Administration Terms (FTA Circular 4220.1F).** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Murfreesboro requests which would cause City of Murfreesboro to be in violation of the FTA terms and conditions.
- 42. **ADA Access.** Contractor shall comply with 49 U.S.C. 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.
- 43. **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.
- 44. **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.
- 45. **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

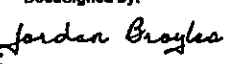
Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.

- 46. Effective Date.** This Contract is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

CITY OF MURFREESBORO

TRI STAR ENERGY, LLC

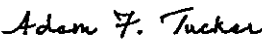
DocuSigned by:

By: A2F6A4BF76D74E7...

DocuSigned by:

By: 3C404D7BD3DB482...

Shane McFarland, Mayor

Jordan Broyles, Director of Commercial

Approved as to form:

Signed by:

43A2035E51F9401...

Adam Tucker, City Attorney

**FIRST AMENDMENT
TO THE CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND
TRI STAR ENERGY, LLC
FOR BULK FUEL**

This First Amendment ("First Amendment") to the Contract, entered into August 23, 2024 ("Contract"), is effective as of _____, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Tri Star Energy, LLC, a limited liability company of the State of Delaware ("Contractor").

RECITALS

WHEREAS, on August 23, 2024, the City entered into a contract with Tri Star Energy, LLC for Bulk Fuel Purchases for the City; and,

WHEREAS, the term of the Contract between the City and Contractor is currently from August 23, 2024, to August 22, 2025; and,

WHEREAS, the City and Contractor wish to extend the Contract pursuant to Clause 2 for an additional one-year period, the first of four one-year renewals allowed under the Contract; and,

WHEREAS, this first renewed term will run from August 23, 2025, to August 22, 2026.

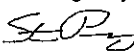
NOW THEREFORE, the City and Contractor mutually agree to extend the term of the Contract from August 23, 2025, to August 22, 2026, all other terms of the Contract to remain the same.

CITY OF MURFREESBORO

Shane McFarland, Mayor

TRI STAR ENERGY, LLC

DocuSigned by:



2DF2812BE67347D

Steve Perry, Chief Operating Officer

APPROVED AS TO FORM:

Signed by:



43A2035E61F9401

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Purchase of Peterson Loader Truck
Department: Solid Waste
Presented by: Russell Gossett, Director of Solid Waste
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

Request to approve the purchase of a Peterson Lighting loader grapple truck.

Staff Recommendation

Approve the purchase of a Peterson Lighting loader grapple truck with the reallocation of FY21 bond interest proceeds.

Background Information

The Solid Waste department is requesting approval to purchase a Peterson Lighting loader grapple truck from Environmental Products Group. This purchase would replace a grapple truck that was lost in a fire in May 2025. A lighting strike caused a fire, resulting in a total loss of the equipment. Replacement cost is \$223,929.00. Environmental Products Group has this equipment available for immediate use after purchase.

Council Priorities Served

Responsible Budgeting

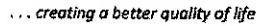
This purchase will assist the Solid Waste Department in the collection of curbside trash, brush and limbs at a responsible contract price.

Fiscal Impact

The expense, \$223,929, will be funded with the reallocated FY21 Bond Interest proceeds.

Attachments

1. Peterbilt contract
2. Environmental Products Group quote
3. CIP Reallocation Form




Mr. Gore:

CIP Loan	2022 Bond
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Transfer CIP funds to:

TOTAL TRANSFER	\$ (223,929.00)	TOTAL TRANSFER	\$ 223,929.00
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 7-3-25
CFO/City Recorder Date

Approved ☒ James W. Gore
City Manager

Declined ☐ 7-3-25
Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.



PETERBILT OF ATLANTA

2395 Old 41 Hwy. NW, Kennesaw, GA 30144

COMMERCIAL TRUCK PURCHASE AGREEMENT

DATE	6/9/2025	Salesman	Joel Usher
PURCHASER	City of Murfreesboro-Solid Waste Department		
ADDRESS	4765 Florence Road		
CITY	Murfreesboro	STATE / ZIP	TN 37129
PHONE		Cust. Contact	
FAX		COUNTY	

I hereby agree to purchase, subject to the terms, conditions and agreements, as set forth herein, from Peterbilt of Atlanta, LLC (Dealer) at above marked location, the motor vehicle/chassis (Vehicle), other items as described below, to-wit:

NEW/USED	YEAR	Mileage	COLOR	MAKE	MODEL	STOCK #	SERIAL/IDENTIFICATION NUMBER
New	2025	250	White	Peterbilt	537		2NPMHM7X7SM739191

TRADE-IN INFORMATION				PURCHASER INFORMATION			
Year/Make/Model				Vehicle Sale Price			223,929.00
Serial #				Doc. Fee			0.00
Body Type				Body Cost			0.00
Trade-In			0.00	Accessories or Ext. Warranty			0.00
Trade-In Net Allowance			0.00	Sales Tax Amount	0		0.00
Lien Holder				FED. EXCISE TAX	12%		0.00
City/State/Zip				Total Sale Price			223,929.00
Account #				Trade-In			0.00
Phone				Deposit			0.00
Peterbilt Sourcewell Contract Number: 032824 PMC				Cash Down			0.00
				Pay-Off			0.00
				Unpaid Balance			223,929.00

The Trade-In Net Allowance set forth above is based upon an appraisal by the Dealer of the Trade-In in its present physical and mechanical condition and with the equipment and attachments thereon as set forth in Dealer's appraisal sheet and also upon it being free and clear of all liens except as stated above. The Trade-In shall be subject to reappraisal by Dealer at the time it is delivered to Dealer and if such reappraisal result in a lower Trade-In Allowance than set forth above either because of difference in physical or mechanical condition and/or because of removal or substitution of equipment of parts of attachments, of if the actual Trade-In Lien Amount exceeds that stated above, the Trade-In Net Allowance shall be adjusted down accordingly and the difference shall be paid in cash by Purchaser at the time the Vehicle(s) covered by this agreement is/are ready for delivery to Purchaser. If the Trade-In Net Allowance is adjusted for any such reason and Purchaser is dissatisfied with such adjustment, Purchaser shall have the option of canceling this agreement by giving written notice of such cancellation to Dealer within three (3) days after notification of the adjustment.

Purchaser must pay the Unpaid Balance to Dealer before the Vehicle will be delivered. Such payment must be made in cash; however, Purchaser may elect to finance the payment through a third-party finance source. While dealer may assist Purchaser in finding an acceptable finance source, in no event will Dealer itself provide financing to Purchaser.

DEALER'S DISCLAIMER OF WARRANTIES AND PURCHASER'S ACKNOWLEDGMENT THEREOF

DEALER MAKES NO EXPRESS WARRANTY WHATSOEVER ON THE VEHICLE AND DEALER ALSO DISCLAIMS WITH RESPECT THERETO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT THE VEHICLE IS BEING PURCHASED AS IS AND WITH ALL FAULTS.

MANUFACTURER'S WRITTEN NEW VEHICLE LIMITED WARRANTY

IF THE VEHICLE IS NEW, THE MANUFACTURER'S WRITTEN NEW VEHICLE LIMITED WARRANTY WHICH IS DELIVERED TO PURCHASER IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARBITRATION

If any claim or dispute, including tort claim (collectively Disputes) should hereafter arise between the parties concerning this Agreement of the subject matters thereof, upon request of either party, the Disputes shall be resolved by binding arbitration between the parties in Atlanta, Georgia, pursuant to the United States Arbitration Act in proceedings administered by American Arbitration Association before three (3) arbitrators (Unless the parties agree to one (1) arbitrator) under that association's then applicable arbitration rules.

This Agreement and any financing agreement related thereto contains the entire agreement between the parties with respect to the subject matters hereof.

This Agreement is subject to Dealer's written acceptance by signing below, and in the event of an installment sale, Dealer shall not be obligated to sell until Purchaser's financing of the Unpaid Balance is approved by Purchaser's financing source.

NOTICE TO PURCHASER: 1. Do not sign this Agreement before you read it or if it contains blank spaces. 2. You are entitled to an exact and completely filled-in copy of this Agreement as signed by you and Dealer.

PETERBILT OF ATLANTA, LLC		PURCHASER ACKNOWLEDGES READING THIS AGREEMENT AND RECEIVING AN EXACT COPY OF IT	
BY:		Purchaser:	
Title		BY:	Title:

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
PETERBILT OF ATLANTA, LLC
FOR PURCHASE OF SOLID WASTE TRUCK MODEL 537**

This Contract is entered into and effective as of _____ (“Effective Date”), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee (“City”) and **PETERBILT OF ATLANTA, LLC**, a corporation of the State of Georgia (“Contractor”).

This Contract consists of the following documents:

- ***This Contract***
- ***Sourcewell Contract No. 032824-PMC with Peterbilt of Atlanta, LLC, effective date through July 9, 2028, hereinafter, “Sourcewell Contract.”***
- ***Peterbilt of Atlanta, LLC Sales Quotation dated June 9, 2025, for one 2025 Peterbilt Model 537 truck body, cab and chassis as specified on the quote, “Contractor’s Quote” (Exhibit A)***
- ***Any properly executed amendments to this Agreement***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Sourcewell Contract No. 032824-PMC with Peterbilt of Atlanta, LLC.***
- ***Fourth, Contractor’s Quote***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase one (1) new 2025 Peterbilt Model 537 truck body, cab and chassis as specified on the Contractor’s Quote and as set forth in the Sourcewell Contract.
2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the Sourcewell Contract 032824-PMC on July 9, 2028, or as amended by Sourcewell. 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) new 2025 Peterbilt Model 537 truck body, cab and chassis reflecting a **Total Purchase Price of \$223,929.00** as set forth in the above referenced Contractor's Quote. 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.
 - b. Deliveries of all items for the Solid Waste Department shall be made within 180 days of issuance of Purchase Order to Attn: Tommy Miller, Fleet Director of Fleet Department – 4753 Florence Road, Murfreesboro, TN 37129. Contact Person Tommy Miller, Director of Fleet Services (tel. 615-456-4727; email: tmiller@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. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
5. **Indemnification.**

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

c. Copyright, Trademark, Service Mark, or Patent Infringement.

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

If to the City of Murfreesboro:

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

If to the Contractor:

Peterbilt of Atlanta
Attn: Joel Usher, Vocational Sales
2395 Old 41 Hwy NW
Kennesaw, GA 30122
jusher@peteatlanta.com

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

to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned 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, Sales Quotations, 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, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this 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. **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").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor


Peterbilt of Atlanta, LLC

By: Joel Usher
Joel Usher, Vocational Sales

APPROVED AS TO FORM:

Kelley Blevins Baker

95768DA4747463
Kelley Blevins Baker, Deputy City Attorney
Acting City Attorney

Peterbilt		COMMERCIAL TRUCK PURCHASE AGREEMENT					
 PETERBILT OF ATLANTA 2395 Old 41 Hwy. NW, Kennesaw, GA 30144		DATE	6/9/2025	Salesman	Joel Usher		
		PURCHASER	City of Murfreesboro-Solid Waste Department				
		ADDRESS	4765 Florence Road				
		CITY	Murfreesboro	STATE / ZIP	TN 37129		
		PHONE		Cust. Contact			
		FAX		COUNTY			
I hereby agree to purchase, subject to the terms, conditions and agreements, as set forth herein, from Peterbilt of Atlanta, LLC (Dealer) at above marked location, the motor vehicle/chassis (Vehicle), other items as described below, to-wit:							
NEW/USED	YEAR	Mileage	COLOR	MAKE	MODEL	STOCK #	SERIAL/IDENTIFICATION NUMBER
New	2025	250	White	Peterbilt	537		2NPMHM7X7SM739191
TRADE-IN INFORMATION				PURCHASER INFORMATION			
Year/Make/Model				Vehicle Sale Price		223,929.00	
Serial #				Doc. Fee		0.00	
Body Type				Body Cost		0.00	
Trade-In		0.00		Accessories or Ext. Warranty		0.00	
Trade-In Net Allowance		0.00		Sales Tax Amount		0	
Lien Holder				FED. EXCISE TAX		12%	
City/State/Zip				Total Sale Price		223,929.00	
Account #				Trade-In		0.00	
Phone				Deposit		0.00	
Peterbilt Sourcewell Contract Number: 032824 PMC				Cash Down		0.00	
				Pay-Off		0.00	
				Unpaid Balance		223,929.00	

The Trade-In Net Allowance set forth above is based upon an appraisal by the Dealer of the Trade-In in its present physical and mechanical condition and with the equipment and attachments thereon as set forth in Dealer's appraisal sheet and also upon it being free and clear of all liens except as stated above. The Trade-In shall be subject to reappraisal by Dealer at the time it is delivered to Dealer and if such reappraisal result in a lower Trade-In Allowance than set forth above either because of difference in physical or mechanical condition and/or because of removal or substitution of equipment or parts of attachments, of if the actual Trade-In Lien Amount exceeds that stated above, the Trade-In Net Allowance shall be adjusted down accordingly and the difference shall be paid in cash by Purchaser at the time the Vehicle(s) covered by this agreement is/are ready for delivery to Purchaser. If the Trade-In Net Allowance is adjusted for any such reason and Purchaser is dissatisfied with such adjustment, Purchaser shall have the option of canceling this agreement by giving written notice of such cancellation to Dealer within three (3) days after notification of the adjustment.

Purchaser must pay the Unpaid Balance to Dealer before the Vehicle will be delivered. Such payment must be made in cash; however, Purchaser may elect to finance the payment through a third-party finance source. While dealer may assist Purchaser in finding an acceptable finance source, in no event will Dealer itself provide financing to Purchaser.

DEALER'S DISCLAIMER OF WARRANTIES AND PURCHASER'S ACKNOWLEDGMENT THEREOF

DEALER MAKES NO EXPRESS WARRANTY WHATSOEVER ON THE VEHICLE AND DEALER ALSO DISCLAIMS WITH RESPECT THERETO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT THE VEHICLE IS BEING PURCHASED AS IS AND WITH ALL FAULTS.

MANUFACTURER'S WRITTEN NEW VEHICLE LIMITED WARRANTY

IF THE VEHICLE IS NEW, THE MANUFACTURER'S WRITTEN NEW VEHICLE LIMITED WARRANTY WHICH IS DELIVERED TO PURCHASER IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARBITRATION

If any claim or dispute, including tort claim (collectively Disputes) should hereafter arise between the parties concerning this Agreement of the subject matters thereof, upon request of either party, the Disputes shall be resolved by binding arbitration between the parties in Atlanta, Georgia, pursuant to the United States Arbitration Act in proceedings administered by American Arbitration Association before three (3) arbitrators (Unless the parties agree to one (1) arbitrator) under that association's then applicable arbitration rules.

This Agreement and any financing agreement related thereto contains the entire agreement between the parties with respect to the subject matters hereof.

This Agreement is subject to Dealer's written acceptance by signing below, and in the event of an installment sale, Dealer shall not be obligated to sell until Purchaser's financing of the Unpaid Balance is approved by Purchaser's financing source.

NOTICE TO PURCHASER: 1. Do not sign this Agreement before you read it or if it contains blank spaces. 2. You are entitled to an exact and completely filled-in copy of this Agreement as signed by you and Dealer.

PETERBILT OF ATLANTA, LLC		PURCHASER ACKNOWLEDGES READING THIS AGREEMENT AND RECEIVING AN EXACT COPY OF IT	
BY:		Purchaser:	
Title		BY:	Title:

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE 2024 REVISION			
PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 032824			
*DEALER TO FILL IN ALL GREY CELLS			
PETERBILT OF ATLANTA		SOURCEWELL MEMBER NAME	
		INSERT CUSTOMER SOURCEWELL MEMBERSHIP NUMBER	
PETERBILT MODEL		537	CHASSIS #
			739191
CAB & CHASSIS LIST PRICE		\$123,575	PETERBILT MODEL
SOURCEWELL DISCOUNT %		15.00%	220/220EV
SOURCEWELL DISCOUNT \$		\$18,536	SOURCEWELL DISCOUNT
SOURCEWELL CAB & CHASSIS PRICE		\$105,039	
ADDITIONAL DEALER DISCOUNT		\$0	
TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES and APPLICABLE TAXES, FET, FLOORING, ETC.		\$0	MEDIUM-DUTY 535 - 536 - 537 - 548
BODY PRICE (IF APPLICABLE)		\$118,890	
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES AND APPLICABLE TAXES AND FLOORING		\$223,929	HEAVY-DUTY 520 - 520EV - 567 - 579 - 579EV - 589
INSERT NOTES:			

COUNCIL COMMUNICATION

Meeting Date: 07/17/2025

Item Title: Water Resources Board

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

Reappointment of eligible individuals to serve on the Water Resources Board.

Recommendation

Reappoint the following individuals to the terms listed below:

Member	Term Expiration
Kathy Nobles	06/30/2029
John R. Sant Amour, Jr.	06/30/2029

Background Information

The Board supervises and controls the water and sewer systems of the City in cooperation with the City Manager. As established by M.C.C. §2-76, there are eight members appointed for four-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: 07/17/2025

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.

Regular Beer Permits

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
Veterans Market, LLC	Veterans Market	106 Veterans Pkwy	Off-Premises	Grocery/Market	Ownership/ Name Change
Wilco Fresh Mex, LLC	Surcheros	2222 Medical Center Pkwy Ste A	On-Premises	Restaurant	New Location
M633 Group, LLC	Crab Fever	1720 Old Fort Pkwy Ste C170	On-Premises	Restaurant	Ownership Change

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
Charity Circle	08/08/2025	Summer Supper	2825 Cherry Blossom Ln
Charity Circle	09/12/2025	Tailgate Fundraising	1506 Georgetown Ct
MTSU Foundation	09/19/2025	Homecoming Party	116 N Walnut 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

Beer Application

Summary of information from the beer application:

Name of Business Entity	Veterans Market LLC
Name of Business	Veterans Market
Business Location	106 Veterans Pkwy
Type of Business	Grocery/Market
Type of Permit Applied For	Off-Premises

Type of Application:

New Location	<input type="checkbox"/>
Ownership Change	<input checked="" type="checkbox"/>
Name Change	<input checked="" type="checkbox"/>
Corporation or LLC	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>

5% or more ownership:

Name	Girbis Morgan
Age	47
Residency City/State	Murfreesboro, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.
Name	Marlin Genty
Age	31
Residency City/State	Murfreesboro, TN
Race/Sex	White/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

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

Beer Application

Summary of information from the beer application:

Name of Business Entity	Wilco Fresh Mex, LLC
Name of Business	Surcheros
Business Location	2222 Medical Center Pkwy, Ste A
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

New Location	<u> X </u>
Ownership Change	<u> </u>
Name Change	<u> </u>
Location Change	<u> </u>
Corporation or LLC	<u> X </u>
Partnership	<u> </u>
Sole Proprietor	<u> </u>

5% or more ownership:

Name	Phillip Wayne Wiggins Jr.
Age	55
Residency City/State	Lebanon, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Name	Chadwick Wilson Martin
Age	54
Residency City/State	Lebanon, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Name	Bobby Lee Oliver, Jr.
Age	63
Residency City/State	Mount Juliet, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Name	Chadwick Taylor Blalock
Age	54
Residency City/State	Rome, GA
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

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

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	M633 GROUP, LLC
Name of Business	Crab Fever
Business Location	1720 Old Fort Pkwy Ste C170
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

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

Manager

Name	Hawa Dogbey
Age	36
Residency City/State	Smyrna, TN
Race/Sex	Black/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly?	Yes
--	-----

Occupancy Application Approved?	No
--	----

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

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

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization
Organization Address

Charity Circle of Murfreesboro
P.O. BOX 11128

Event Location
Event Date
Event Time
Period for Beer to be Served
Nature and Purpose of Event
Approximate Number of Persons Expected to Attend

2825 Cherry Blossom Ln
8/8/2025
5:30 p.m. until 10:30 p.m.
6:30 p.m. until 9:30 p.m.
Summer Supper Fundraising Event for Non-Profits
300

Event Location
Event Date
Event Time
Period for Beer to be Served
Nature and Purpose of Event
Approximate Number of Persons Expected to Attend

1506 Georgetown Ct
9/12/2025
5:00 p.m. until 10:00 p.m.
6:00 p.m. until 10:0 p.m.
Tailgate Fundraising Event for Non-Profits
300

Special Event Permit Approved?

Yes

Application Completed Properly?

Yes

Internal Revenue Letter Provided?

Yes

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

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization
Organization Address

Middle Tennessee State University Foundation
MTSU Box 104

Event Location

Walnut House
116 N. Walnut St.

Event Date

9/19/2025

Event Time

8:00 p.m. until 12:30 a.m.

Period for Beer to be Served

8:00 p.m. until 12:00 a.m.

Nature and Purpose of Event

Homecoming Party

Approximate Number of Persons Expected to Attend

200-250

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.

