

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – City Hall -- 7:00 PM**  
**January 17, 2019**

**PRAYER**

Vice Mayor Madelyn Scales Harris

**PLEDGE OF ALLEGIANCE**

**CEREMONIAL ITEMS**

**STARS Award:** Chris Randolph, Golf  
Greg Tucker, Rutherford County Historian

**Consent Agenda**

1. TEER Phase 2 Services Contract with Griggs & Maloney for MTI-11 Phase 1 Roadway Project (Sazarac Connector Road) (Engineering).
2. Blackman Park Highway 96 Site Commercial Market Analysis Services Contract (Administration).
3. FY 2019 City Manager Approved Budget Amendments (Finance).
4. CIP Funds Transfer – City Manager Approved (Finance).
5. Blackman Park Highway 96 Geotech and Jurisdictional Waters Service Contract (Parks & Recreation).
6. Blackman Park Highway 96 Surveying and Engineering Services Contract (Parks & Recreation).
7. Approval to Purchase Turnout Gear from NPPGov (MFRD).
8. Purchase of New Vehicles – 2014 Capital Improvement Funds (Police).
9. Purchase LEEDS Firearms/Tool Marks Comparison Microscope (LCF3) (Police).
10. Banner Request across East Main Street:
  - a. Read to Succeed (January 28-February 5, 2019 (Finance).
  - b. Noon Exchange Club (May 1-27, 2019) (Finance).

**Old Business**

11. Adoption of Current Code Editions: Ordinance 18-O-71 (Second Reading) (Building & Codes).
12. Updates to City Ordinance 18-O-70, Section 21-47 (Second Reading) (Parks & Recreation).

**New Business**

Ordinances

13. Zoning Ordinance Amendment Pertaining to Site Plan Authority [2018-807] (Planning).
  - a. Public Hearing: Zoning Ordinance Amendment (First Reading) [2018-807].
  - b. Ordinance 18-O-69
14. Adoption of Hotel/Motel Occupancy Tax Increase, City Ordinance 19-O-01 (First Reading) (Administration).

Resolutions

15. Adopt Resolution 19-R-01: Designating Vendor Names for IT Security Systems Confidential (Information Technology)

Land Use Matters

16. Plan of Services, Annexation, and Zoning for Approximately 2.37 Acres Located Along Manson Pike, Old Manson Pike, Manson Court, Lyle McDonald Court, Interstate 840, and Blackman Road [2018-511 & 435] (Planning)
  - a. Public Hearing: Plan of Services and Annexation.
  - b. Resolution 18-R-PS-68: Adopt Plan of Services [2018-511].
  - c. Resolution 18-R-A-68: Adopt Annexation [2018-511].
  - d. Public Hearing: Zone approximately 2.37 Acres (CH) [2018-435].
  - e. Ordinance 18-OZ-68
17. Adopt Ordinance 18-O-57 Amending Planned Residential District for Approximately 33.3 Acres in the General's Landing PRD, West Thompson Lane (Planning).

# **MURFREESBORO CITY COUNCIL**

## **Regular Meeting Agenda**

**January 17, 2019**

**(Continued)**

### Land Use Matters (Continued)

18. Rezoning Approximately 3.65 Acres Located Along Halls Hill Pike (CL, RM-16, CF) [2018-434] (Planning).
  - a. Public Hearing.
  - b. First Reading Ordinance 18-0Z-67 [2018-434].
19. Annexation Progress Reports [2018-S-105] (Planning).
  - a. Public Hearing.
  - b. Consider Annexation Progress Reports.
20. Planning Commission Recommendations: Schedule Public Hearings (Planning).

### On Motion

21. Purchase of a new 2019 Ford F-250 regular Cab 4x2 Truck (Facilities).
22. Master Service Agreement with Wiser Consultants (Engineering).
23. Kingdom Drive Roadway Improvements (Engineering).
24. Southwest Elementary School Roadway and Utilities Phase 1 (Engineering).

### **Board & Commission Appointments (None)**

### **Licensing**

### **Beer Permits**

### **Payment of Statements**

### **Other Business**

### **Adjournment**

# COUNCIL COMMUNICATION

Meeting Date: 1/17/2019

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**Item Title:** TEER Phase 2 Services Contract with Griggs and Maloney for MTI-11 Phase 1 Project (Sazarac Connector Road)

**Department:** Public Works

**Presented by:** Sam A. Huddleston, Executive Director Development Services

**Requested Council Action:**

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

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## Summary

Tennessee Environmental Evaluation Report (TEER) Phase 2 Services Proposal for MTI-11 Phase 1/Sazarac Connector Road with Griggs and Maloney.

## Staff Recommendation

Approve the TEER Phase 2 Services proposal with Griggs and Maloney in the amount of \$46,292.10 and authorize the Mayor to execute the proposal on behalf of the City.

## Background Information

The Tennessee Department of Transportation (TDoT) and the City recently agreed to construct an approximate 5,000-foot portion of MTI-11 using State Industrial Access Grant as a portion of the project funding. MTI-11 is being constructed to support the opening and operation of Sazarac. As an element of the roadway evaluation and design, TDoT requires the completion of a TEER and Griggs and Maloney in coordination with TDoT completed Phase 1 which determined that additional information was necessary to complete the TEER. Griggs and Maloney submitted a proposal and scope for TEER Phase 2 services to include noise studies, cultural resources studies, jurisdictional waters determinations and a final report.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

By construction of this portion of a proposed project from the 2040 Major Transportation Plan, the City's identified transportation needs are addressed, and transportation facilities are improved.

### *Strong and Sustainable Financial and Economic Health*

The construction of MTI-11 Phase 1 will initially serve a new industrial facility resulting in new jobs and additional tax revenue for funding City services and will provide a roadway for additional economic expansion near a proposed interchange.

Joint funding for the project reduces the City's overall cost for the roadway.

**Fiscal Impacts**

The Griggs and Maloney proposal for \$46,292.10 will be funded from private partner proceeds already on deposit with the City. The City will provide funding for the project construction in an amount to be determined following project design using the formula detailed in a joint funding agreement.

**Attachments:**

1. Griggs and Maloney Proposal for TEER Phase 2 Services for MTI-11



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

December 3, 2018

Mr. Sam Huddleston, Executive Director  
Development Services  
City of Murfreesboro  
P.O. Box 1139  
Murfreesboro, Tennessee 37130

**RE: TENNESSEE ENVIRONMENTAL EVALUATION REPORT (TEER) PHASE II PROPOSAL FOR  
STATE INDUSTRIAL ACCESS ROAD SERVING THE SAZERAC DISTILLERY AND DESIGNATED AS PART OF THE 2040  
MURFREESBORO MAJOR TRANSPORTATION PLAN'S MID-TERM IMPROVEMENT #11**

Dear Mr. Huddleston:

Griggs & Maloney, Inc. (G&M) has completed the Phase I of the Tennessee Environmental Evaluation Report (TEER) for the proposed State Industrial Access Road of approximately 5,000 l.f. of a 5-lane roadway serving the Sazerac Distillery. This roadway coincides with the Murfreesboro 2040 Major Transportation Plan and identified as Mid-Term Improvement #11 (MTI-11). As per G&M's letter proposal dated May 11, 2018, G&M is pleased to provide the following cost proposal to conduct the next phase (Phase II) of the TEER report.

Phase I provided early coordination with TDOT to determine the scope of the TEER. This included coordination with TDOT and other relevant regulatory and resource agencies to provide file and records reviews to identify particular environmental concerns within the project area; conducting field inspections of the project area's physical condition to identify and develop environmental technical studies and gather required data and information for the preparation of the final environmental documentation.

The Phase II addresses those concerns identified in Phase I and will involve completion of specific technical studies, impact analysis, and completion of the final TDOT report. The following provides the estimate for the completion of the Phase II technical studies and report:

• Noise Technical Study (field work, data analysis, report)	\$ 9,074.24
• Cultural Resources (archaeological and historic)	\$16,872.86
• Jurisdictional Waters Assessment/Delineation	\$13,845.00
• Report	<u>\$ 6,500.00</u>
	\$46,292.10

**G&M proposes to conduct and complete the Phase II TEER for an estimated cost of \$46,292.10.**

If this Phase II TEER proposal meets your approval, please sign below to authorize G&M to proceed. If you have any questions or need additional information, please advise.

Sincerely,

**GRIGGS & MALONEY, INC.**

A handwritten signature in black ink, appearing to read "Steve Maloney", with a large, stylized loop at the end.

Steve Maloney  
President

**ACCEPTED BY CITY OF MURFREESBORO**

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*Signature*

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*Date*

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*Title*

# COUNCIL COMMUNICATION

Meeting Date: 1/17/2019

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**Item Title:** Commercial Market Analysis Services Contract with Randall Gross Development Economics

**Department:** Administration

**Presented by:** Sam A. Huddleston, Executive Director Development Services

**Requested Council Action:**

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

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**Summary**

Proposal for Commercial Market Analysis Services for City-owned land at Veterans Parkway and Highway 96.

**Staff Recommendation**

Approve the Market Analysis proposal with Randall Gross Development Economics for \$10,000.

**Background Information**

Staff and the City's design consultants are developing conceptual plans for a park facility on the Hwy 96 site. The concept plan includes allocating a portion of the HWY 96 frontage for commercial/retail development. The location of the HWY 96 park land requires a market analysis to determine the most valuable and viable frontage for commercial/retail development.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

A new park facility will serve the identified needs of our community for additional parks and recreation facilities.

*Strong and Sustainable Financial and Economic Health*

Allocating a portion of the HWY 96 frontage for commercial development will offset overall park costs and will provide revenue to fund City services.

**Fiscal Impacts**

The Randall Gross Development Economics market analysis proposal for \$10,000 will be funded from Blackman Park Site Design allocations from a previous bond issue.

**Attachments:**

1. Randall Gross Development Economics Market Analysis Proposal

November 20, 2018

Mr. Sam A. Huddleston, P.E.  
Executive Director,  
City of Murfreesboro Development Services  
Tel 615-893-6441 / [shuddleston@murfreesborotn.gov](mailto:shuddleston@murfreesborotn.gov)

Dear Sam

Thanks again for contacting me regarding the proposed park site on Highway 96, west of Veterans Parkway. Per your request, I am submitting this brief proposal to assist with a market analysis to determine the potential for retail/commercial space at the site.

### **Relevant RGDE Experience**

RGDE has conducted over 600 market analyses and other economic, development & strategic planning assignments worldwide since 1988. Within Murfreesboro, RGDE completed retail, office, and residential market analyses as input to the Highland Avenue and Historic Bottoms plans, as well as residential market analyses for three different private developers in the city. Mr. Gross is currently working as part of the Ragan Smith team on the City's Park & Recreation Master Plan; and is also engaged by Stonegate Commercial to conduct retail and office market analyses for prime remaining Murfreesboro Gateway sites. RGDE has also worked recently on other projects in Rutherford County including the Lowry Street Corridor Plan in Smyrna, and as part of a team led by Volkert on the Economic Development Strategy portion of Smyrna's Comprehensive Plan.

### **Objectives**

Ultimately, a Municipal objective is to maximize the revenue that could be generated by sale or lease of a portion of the site for commercial development to help cover some of the capital cost of developing the proposed park. The market analysis would help determine the scope and scale of commercial development supportable at the site, and an approach for maximizing revenue generated from the land.

### **Proposal**

The following proposal includes a brief summary scope of work and a proposed budget to complete the work. Please let me know if you have any questions or need additional information. Thanks again for the request.

Sincerely



## **SCOPE OF WORK**

1. **Meeting(s).** Facilitate telephone meeting as appropriate to review key objectives, discuss scope, and request documentation. Present findings to client as necessary.
2. **Document Review.** Review documentation on the site and proposed park development program, along with any other supporting information.
3. **Site Analysis.** Conduct field reconnaissance and site analysis to assess factors impacting on the marketability of the site for commercial uses, such as location, access and exposure, traffic, surrounding uses, etc.
4. **Market Analysis.**
  - a. Trade Area Definition. Define the retail trade area(s) and target niches generating demand for commercial uses at this site.
  - b. Demographic Analysis. Conduct analysis of demographic trends and forecasts for the relevant trade area(s).
  - c. Retail Demand. Forecast retail expenditure potentials by specific retail business category for the relevant trade areas.
  - d. Competitive Framework. Assess the existing and planned competitive framework as well as area retail market trends impacting on the potential for commercial uses at the site.
  - e. Site Potentials. Determine the site's retail/commercial development potential by specific business category in terms of both sales and square footage of building use.
5. **Development Program & Maximization.**
  - a. Provide an indicative development program in terms of business mix in square feet and likely rent range.
  - b. Provide strategic recommendations on development and marketing concepts that would help to maximize land value and revenue potentials generated by the site.

## **PROPOSED BUDGET**

<u>Task</u>	<u>Hours</u>	<u>Fee</u>
1. Meetings	5	\$ 500
2. Document Review	2	\$ 200
3. Site Analysis	12	\$1,200
4. Market Analysis	70	\$7,000
5. Program/Maximization	8	\$ 800
Sub-Total	90	\$9,700
Expenses (Data)		\$ 300
<b>TOTAL</b>		<b>\$10,000</b>

# COUNCIL COMMUNICATION

Meeting Date: 1/17/2019

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**Item Title:** FY 2019 City Manager Approved Budget Amendments

**Department:** Finance

**Presented by:** Melissa B. Wright

**Requested Council Action:**

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

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**Summary**

Notification to Council of City Manager approved budget amendments.

**Background Information**

Ordinance 15-0-48 requires notification to Council of City Manager approved budget amendments. The following budget amendments have been approved:

Street Department

Purchase of Skid Steer Auger and auger bit. The transfer is within the General Fund and will have no effect on Fund Balance. Move \$5,000 from Street Payroll Expenses roll up category, Salaries - Full Time - Regular object code, into the Street Fixed Asset Expenses roll up category, Machinery and Equipment object code.

Administration Department

Eight transfers were made within the General Fund and will have no effect on Fund Balance.

Salaries and benefits totaling \$92,583 associated with the vacant Principal Planner position were moved from the Planning Department to the Administration Department for the new Director of Project Development for salaries and benefits, and fixed assets.

**Operational Issues**

These transfers improve operational efficiencies and provide the City with the equipment or personnel with the experience and knowledge necessary for cost-effective service delivery and enhanced management of fiscal responsibilities.

**Fiscal Impact**

None

**Attachments**

1. Detailed Inter-Fund Amendment Requests



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### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2019

Move funds from:

Org 10315007  
Object 511100  
Acct Name Salary - Full Time - Regular  
Amount \$ 5,000.00

Move funds to:

Org 10315009  
Object 594000  
Acct Name Machinery & Equipment

Explanation: To purchase a Skid Steer Auger and an Auger Bit.

[Signature]  
Department Head Signature

12/13/18  
Date

Amanda DeRosia  
Reviewed by Finance

12/17/2018  
Date

Approved



Declined



[Signature]  
City Manager

12/21/18  
Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.



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### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2019

Move funds from:

Org	<u>10119007</u>
Object	<u>511100</u>
Acct Name	<u>Salary - Full-Time - Regular</u>
Amount	<u>\$ 58,087.00</u>

Move funds to:

Org	<u>10111007</u>
Object	<u>511100</u>
Acct Name	<u>Salary - Full-Time - Regular</u>

Explanation: To move vacant Principal Planner position to Administration for the new Development

Services Director position.

Move funds from:

Org	<u>10119007</u>
Object	<u>514100</u>
Acct Name	<u>Social Security &amp; Medicare Tax</u>
Amount	<u>\$ 4,974.00</u>

Move funds to:

Org	<u>10111007</u>
Object	<u>514100</u>
Acct Name	<u>Social Security &amp; Medicare Tax</u>

Explanation: To move vacant Principal Planner position to Administration for the new Development

Services Director position.

**Inter-Fund Budget Amendment Request**

Move funds from:

Org	<u>10119007</u>
Object	<u>514200</u>
Acct Name	<u>Hospital and Health Insurance</u>
Amount	<u>\$ 17,060.00</u>

Move funds to:

Org	<u>10111007</u>
Object	<u>514200</u>
Acct Name	<u>Hospital and Health Insurance</u>

Explanation: To move vacant Principal Planner position to Administration for the new Development

Services Director position.

Move funds from:

Org	<u>10119007</u>
Object	<u>514301</u>
Acct Name	<u>Defined Contribution</u>
Amount	<u>\$ 2,043.00</u>

Move funds to:

Org	<u>10111007</u>
Object	<u>514301</u>
Acct Name	<u>Defined Contribution</u>

Explanation: To move vacant Principal Planner position to Administration for the new Development

Services Director position.

Move funds from:

Org	<u>10119007</u>
Object	<u>514500</u>
Acct Name	<u>LTD &amp; Life Insurance</u>
Amount	<u>\$ 419.00</u>

Move funds to:

Org	<u>10111007</u>
Object	<u>514500</u>
Acct Name	<u>LTD &amp; Life Insurance</u>

Explanation: To move vacant Principal Planner position to Administration for the new Development

Services Director position.

**Inter-Fund Budget Amendment Request**

Move funds from:

Org	<u>10119007</u>
Object	<u>511100</u>
Acct Name	<u>Salary - Full-Time - Regular</u>
Amount	<u>\$ 1,800.00</u>

Move funds to:

Org	<u>10111009</u>
Object	<u>594702</u>
Acct Name	<u>Computer Equipment</u>

Explanation: To move vacant Principal Planner position to Administration for the new Development

Services Director position for computer equipment.

Move funds from:

Org	<u>10119007</u>
Object	<u>511100</u>
Acct Name	<u>Salary - Full-Time - Regular</u>
Amount	<u>\$ 3,000.00</u>

Move funds to:

Org	<u>10111009</u>
Object	<u>594701</u>
Acct Name	<u>Computer Software Exp</u>

Explanation: To move vacant Principal Planner position to Administration for the new Development

Services Director position for software expense.

Move funds from:

Org	<u>10119007</u>
Object	<u>511100</u>
Acct Name	<u>Salary - Full-Time - Regular</u>
Amount	<u>\$ 5,200.00</u>

Move funds to:

Org	<u>10111009</u>
Object	<u>594901</u>
Acct Name	<u>Furniture &amp; Fixtures</u>

Explanation: To move vacant Principal Planner position to Administration for the new Development

Services Director position for office furnishings. The transferred amount includes Used furnishings and will  
be distributed into several offices, including this position.

**Inter-Fund Budget Amendment Request**

Department Head Signature

Date

Amanda DeRosia

01/08/2019

Reviewed by Finance

Date

Approved

☒

Declined

☐

[Signature]

City Manager

1.8.19

Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.

# COUNCIL COMMUNICATION

Meeting Date: 1/17/19

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**Item Title:** CIP Funds Transfer  
**Department:** Finance  
**Presented by:** Melissa Wright, City Recorder   
**Requested Council Action:**

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

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## Summary

Funding for capital improvement projects is provided by TMBF Loans / Bonds after being allocated and approved by City Council. When reallocation of these funds becomes necessary a request for CIP Funds Transfers is submitted to the City Manager for approval and then placed on the Consent Agenda to serve as notification to City Council.

## Background Information

### Jones Blvd and Mercury Blvd Sidewalks

Additional funding is needed for the Jones Blvd and Mercury Blvd Sidewalks projects. \$1,000,000 is needed for Jones Blvd and \$350,000 is needed for Mercury Blvd Sidewalks. The Budget Director recommends transferring these amounts from the Unallocated 2018 Bond Premium. After these transfers are made, the remaining balance in the Unallocated 2018 Bond Premium will be \$147,167.12

### Doug Young Public Safety Training Facility

Additional funding is needed for the final payment to Rawso LLC for work done at the Doug Young Public Safety Training Facility. The Budget Director recommends transferring the \$147,167.12 remaining balance from the Unallocated 2018 Bond Premium plus \$2,753.12 from the Parks & Recreation Maintenance Building line item in the 2018 Bond. This leaves \$1,297,246.88 available for the Parks & Recreation Maintenance Building which should be adequate to complete the project.

## Fiscal Impacts

None. Total CIP funds will not change as CIP funds will be transferred between projects.

## Attachments:

1. CIP Funds Transfer Request – 2018 Bond for Jones Blvd. and Mercury Blvd. Sidewalks

- 2.** CIP Funds Transfer Request – 2018 Bond for Doug Young Public Safety Training Facility



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### CIP Funds Transfer Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan      2018 Bond

Transfer CIP funds from:

Unallocated Bond Premium      \$ 1,350,000.00

Transfer CIP funds to:

Jones Blvd      \$ 1,000,000.00

Mercury Blvd Sidewalks      \$ 350,000.00

TOTAL TRANSFER      \$ 1,350,000.00

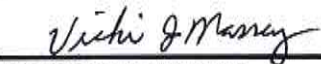
TOTAL TRANSFER      \$ 1,350,000.00

Explanation: Additional funding is needed for the Jones Blvd and Mercury Blvd Sidewalks projects.

Transfer funds from the 2018 Bond unallocated bond premium leaving a balance of \$147,167.12.

  
Budget Director Signature

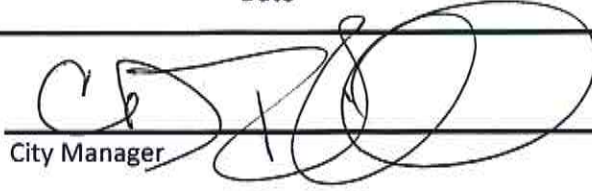
1-3-19  
Date

  
Reviewed by Finance

1-3-19  
Date

Approved



  
City Manager

Declined



1-3-19  
Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.



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### CIP Funds Transfer Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2018 Bond

Transfer CIP funds from:

Unallocated Bond Premium \$ 147,167.12

Parks & Rec Maintenance Bldg \$ 2,753.12

Transfer CIP funds to:

Doug Young Public Safety Training Facility \$ 149,920.24

TOTAL TRANSFER \$ 149,920.24

TOTAL TRANSFER \$ 149,920.24

Explanation: Additional funding is needed to make final payment to Rawso LLC for work done at

Doug Young Public Safety Training Facility. Transfer the remaining balance from the 2018

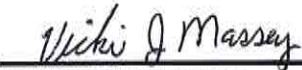
Unallocated Bond Premium plus \$2,753.12 from the Parks & Recreation Maintenance Building

line item. This leaves \$1,297,246.88 available for the Parks & Recreation Maintenance Building

which should be adequate to complete the project.

  
Budget Director Signature

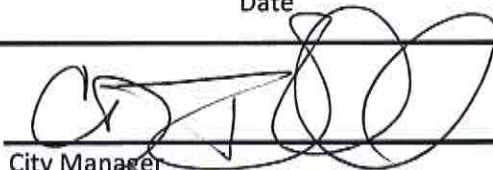
1-3-19  
Date

  
Reviewed by Finance

1-3-19  
Date

Approved



  
City Manager

Declined



1-3-19  
Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

# COUNCIL COMMUNICATION

Meeting Date: 1/17/2019

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**Item Title:** Blackman Park HWY 96 Site Geotechnical Engineering Services and Jurisdictional Waters Determination Services Contracts with Griggs and Maloney

**Department:** Parks and Recreation

**Presented by:** Sam A. Huddleston, Executive Director Development Services

**Requested Council Action:**

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

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**Summary**

Proposal for Limited Geotechnical and Groundwater Investigation Services and Jurisdictional Waters (Streams and Wetlands) Determination Services for Blackman Park Hwy 96 Site.

**Staff Recommendation**

Approve the Geotechnical Services proposal with Griggs and Maloney for \$21,380 and the Jurisdictional Waters Determination Services for \$9,500.

**Background Information**

City staff and our Blackman Park design team have developed conceptual plans for construction of a park facility on the Hwy 96 site. Additional site and design information are needed to move forward with more detailed development of plans. This proposal provides for limited geotechnical and groundwater investigation services and jurisdictional waters determination to advance the park plan.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

A new park facility will serve the identified needs of our community for additional parks and recreation facilities.

**Fiscal Impacts**

The Griggs and Maloney geotechnical proposal for \$21,380 and jurisdictional waters determination for \$9,500 will be funded from Blackman Park Site Design allocations from a previous bond issue.

**Attachments:**

1. Griggs and Maloney Geotechnical Services Proposal
2. Griggs and Maloney Jurisdictional Waters Determination Services Proposal

# GRIGGS & MALONEY INCORPORATED

Engineering & Environmental Consulting

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

December 6, 2018

Mr. Sam Huddleston P.E., Executive Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130

**RE: PROPOSAL FOR LIMITED GEOTECHNICAL & SHALLOW GROUNDWATER LEVEL MONITORING  
CITY OF MURFREESBORO - WEST PARK, HIGHWAY 96**

The City of Murfreesboro is planning to construct a new park north of SR96, north of its intersection with Fox Ridge Drive. The property consists of about 160 acres of currently undeveloped property. We were provided a drawing titled "Franklin Road (Hwy 96) Concept A," prepared by Kimley-Horn, dated September 13, 2018, that shows the locations of the planned improvements on the property. The drawing shows the property will be developed with ball fields, playgrounds, structures, pavements, and stormwater management features. Detailed topographic and structural information are not available at this early stage of planning.

## **PRELIMINARY GEOTECHNICAL EXPLORATION**

The requested services included gathering preliminary subsurface information at the property and installing temporary piezometers for the purpose of obtaining information about shallow groundwater (groundwater above the soil/rock interface). The requested services include 3 months of gauging and monitoring the piezometers.

The purpose of this preliminary exploration will be to gather preliminary subsurface data at the property and develop preliminary recommendations for earthwork and design and construction of structures. The team will perform a geologic reconnaissance of the property observing and documenting the topographic features and surface conditions at the property and document surface indications of the geology observed (i.e., rock outcrops and the presence of rock outcrops in nearby areas). Test pits and boring/piezometer locations will be staked and a drawing will be provided showing the planned test pit and boring/piezometer locations for City review and comment prior to commencing field activities.

Preliminary geotechnical exploration will then be performed at the property using backhoe excavated test pits. We have assumed the City will provide a backhoe and operator for excavation of the test pits. The test locations will be selected based on site conditions observed during our reconnaissance and review of publicly available geologic maps. We plan to gather subsurface information at between 6 and 10 test locations. The actual number of test pits completed will be limited to the number performed in one working day (8 hours). The test pits will be extended to either refusal or to the maximum depth of the backhoe (usually about 8 feet below ground level),

whichever is less. Exploration of refusal materials, if encountered, is not planned. Staff will observe the test pits, visually classify the materials encountered using the Unified Soil Classification System (USCS) as a guide, and collect representative samples (both grab samples and up to three bulk samples). Test pits will be checked for groundwater upon completion and then will be backfilled with excavated materials.

The conceptual plans show a stormwater detention pond is planned in the eastern portion of the property. The presence or absence of groundwater could impact design of these features. As requested, we propose to gather information about shallow groundwater by installing five soil test borings at the property. These borings will initially be drilled to auger refusal, which we have assumed will be encountered at an average depth of less than 15 feet below ground level. The soils encountered in the borings will be drive sampled in general accordance with ASTM D 1586 with four to five samples obtained in the upper 10 feet of the borehole and then on approximate 5-foot intervals at greater depths. Subsequent to completing these borings, temporary piezometers will be constructed in each of the borings. The piezometers will consist of 2-inch diameter PVC riser pipe with a manually slotted screen section. The piezometer annulus will be backfilled with sand to a level of 2 feet above the screened section. Above this level, the annulus will be backfilled with auger cuttings and the final one foot will be backfilled with bentonite. Piezometer installation will NOT include a protective flush-mount manhole.

We will contact the Tennessee 811 service to have participating utility companies notified of the pending subsurface penetrations. Any private underground utilities that may be present will need to be located and marked on the ground surface by the owner prior to the exploration. If requested, we can retain the services of a private locating company for an additional fee. We are not responsible for damage to underground utilities that are not clearly marked or are improperly marked at the ground surface at the time of our exploration.

Following completion of the field exploration, fundamental laboratory testing will be assigned to selected samples. The laboratory testing program will include moisture content and classification (Atterberg Limits) testing. These tests will help us evaluate soil behavior based on empirical correlations with soil type and our experience. We also propose to perform standard Proctor (ASTM D698) compaction testing on up to two bulk samples of proposed fill materials. We will then review the available data and prepare a written report. The report will include a narrative of our test procedures and findings, a scaled test location plan, individual exploration records, laboratory test data, and will address the following:

- A summary of the sampling and testing techniques used;
- General information regarding the site and subsurface conditions, including soil stratigraphy and groundwater observations;
- Preliminary geotechnical evaluation of the site considering the data collected and proposed project, including preliminary earthwork discussions;
- Preliminary evaluation of foundation types and a range of anticipated bearing capacities;
- Preliminary evaluation of potential geotechnical/geologic hazards, such as karst features; and
- Recommendations for design phase geotechnical exploration services.

### **LEVEL MONITORING**

Transducers will be installed in the piezometers to gauge water levels. The data will be collected over a period of 3 months and will be gauged with a water level meter for level verification every two weeks. The data will provide a representation of groundwater depth in the soils above bedrock for the 3-month study period.

### **ASSUMPTIONS**

The following assumptions and conditions have been identified in the pricing structure of this proposal:

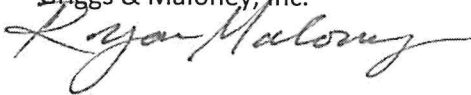
- 1) Abandoning the piezometers is not included.
- 2) This proposal assumes our field services can be performed Monday through Friday, 7 a.m. to 5 p.m.
- 3) Surveying the test locations (including piezometers) for vertical and horizontal control is not included.
- 4) We understand that row crops may be present in some areas of the property. We are not responsible for damage to crops.
- 5) City will provide a backhoe and operator for excavating test pits.

### **COMPENSATION AND SCHEDULE**

We will begin work on the project after receipt of a signed agreement. We will initiate our project activities within 5 days after we receive written authorization to proceed. We will provide a written report within 6 weeks after we receive written authorization to proceed. We recommend a fee of \$21,380.00 be established for the services described in this proposal. If additional services are warranted based on the site conditions encountered or you request additional services, we will provide a revised fee estimate for approval before proceeding. We will provide our services on time and materials basis in accordance with the attached fee schedule.

Sincerely,

Griggs & Maloney, Inc.



Ryan Maloney, P.E.  
Principal

### **ACCEPTED BY:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

## **GRIGGS & MALONEY, INC. STANDARD TERMS AND CONDITIONS**

### **1. ACCESS TO THE SITE/JOB SITE SAFETY**

Unless otherwise stated, Griggs & Maloney, Inc., hereinafter referred to as the CONSULTANT, will have access to the site for activities necessary for performance of the services. The CONSULTANT will take precautions to minimize damage resulting from these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide services relating to the CONTRACTOR's safety precautions or means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, scheduling, or for job site safety, and will not be responsible for any losses or injuries that occur at the Project site.

### **2. INSURANCE**

The CONSULTANT shall secure and endeavor to maintain such insurance including general liability and errors and omissions insurance in the amount of \$1,000,000 as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the CONSULTANT's services under this agreement.

### **3. TERMINATION OF SERVICES:**

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses.

### **4. REIMBURSABLE EXPENSES:**

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project: long distance communications; overnight mail; and fees paid for testing and/or securing approval of authorities having jurisdiction over the Project; (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval; and (c) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT. Reimbursable expenses shall be billed as cost plus 10% incurred by the CONSULTANT.

### **5. DISPUTES RESOLUTION:**

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

### **6. OWNERSHIP OF DOCUMENTS:**

It is understood by and between the parties to this agreement that all drawings, specifications, reports and other work products of the CONSULTANT for this Project shall remain the property of the CONSULTANT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse of the instruments of service of the CONSULTANT by the CLIENT for any extensions of the PROJECT or for any other project without the written permission of the CONSULTANT shall be at the CLIENT's sole risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages and expenses, including attorney's fees, arising out of any unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through or on behalf of the CLIENT to the extent permitted by law. Any reuse or adoption of the CONSULTANT's instruments of service on other projects shall entitle the CONSULTANT to additional compensation in an amount to be agreed upon by the CLIENT and the CONSULTANT.

### **7. GOVERNING LAW:**

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Tennessee. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be constructed by the other party as a waiver of a subsequent breach of the same by the other party.

#### 8. PAYMENT TO THE CONSULTANT:

If the CLIENT fails to make payment due to the CONSULTANT, the CONSULTANT may, after giving seven days written notice to the CLIENT, suspend services under this Agreement and retain all work products deliverable to the CLIENT until full payment. The project completion date shall be automatically extended by the number of days services are suspended.

No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

#### 9. CLIENT RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANTS submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof.
- Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.
- The CONSULTANT may justifiably rely upon information supplied by the CLIENT without the need for additional verification by the CONSULTANT.
- Provide such legal, accounting, and insurance counseling services as may be required for the Project.
- Guarantee access to and make all independent cost estimating, and insurance counseling services as may be required for the Project.

#### 10. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

The CONSULTANT intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction cost* prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

#### 11. CHANGES IN THE SCOPE OF SERVICES:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment.

Any changes made to construction documents by the CLIENT, or by the CLIENT's representative's, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death from the unauthorized alteration of construction documents.

#### 12. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably

ascertain.

### 13. STANDARD OF CARE

Services provided by the Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of the same services set forth herein by third parties and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes not approved by CONSULTANT that are made to the Contract Documents by Client or third party to reflect changed field or other conditions, except for claims arising from the negligence or willful misconduct of the CONSULTANT.

### 14. DESIGN WITHOUT CONSTRUCTION SERVICES

It is understood and agreed that the CONSULTANT's Basic Services under this Agreement do not include project observation or review of the CONTRACTOR's performance or any other construction phase services, and that such services will be provided by the CLIENT or by another party selected at the sole discretion of the CLIENT. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against the CONSULTANT that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of services under this contract by other persons or entities and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes made to the Contract Documents to reflect changes field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase service and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for ADDITIONAL Services as provided in the Agreement.

### END OF STANDARD TERMS AND CONDITIONS

**ATTACHMENT A  
GRIGGS & MALONEY, INC.  
STANDARD RATES**

**July 2017**

	<u><b>Per Hour Rate</b></u>
Principal	\$150.00 – \$190.00
Senior Project Manager	\$155.00 – \$185.00
Project Manager	\$110.00 – \$125.00
Senior Engineer	\$160
Project Engineer	\$135.00
Engineer II	\$90.00 – \$115.00
Engineer I	\$80.00 – \$90.00
Sr. Environmental Scientist/Biologist	\$95.00
Environmental Scientist/Biologist	\$95.00
Senior Geologist	\$100.00
Environmental Specialist	\$50.00 – \$80.00
Drafting/CADD Operator	\$80.00
Technician	\$60.00
Clerical	\$55.00
Administrative	\$120.00
Resident Representative	\$70.00 – \$100.00

**ADDITIONAL CHARGES**

Mileage	\$0.60 per mile
Per Diem	
Meals	\$36.00 per day
Lodging	\$150.00 per day
Direct Costs/Subcontractor Costs	Cost plus 15%
Copies (8.5"x11")	\$0.10 per copy
Printing: 24"x36" – Black & White	\$0.90 each
Printing: 24"x36" – Color	\$18.00 each
Printing 24"x36" Aerial – Gray	\$12.00 each

December 10, 2018

Mr. Sam Huddleston, P.E.  
Executive Director of Development Services  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37203

**Via Email**

**RE: PROPOSAL TO PROVIDE JURISDICTIONAL WATERS DETERMINATION  
7096 AND 7352 FRANKLIN ROAD PROPERTIES  
MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE**

Dear Mr. Huddleston:

Thank you for requesting a proposal from Griggs & Maloney Inc. to perform a Jurisdictional Waters Determination for two parcels located in Murfreesboro, Rutherford County, Tennessee. The scope of services presented herein is based on information provided to this firm, review of published maps and previous field work for this project. Griggs & Maloney's proposal consists of the following:

1. Scope of Services - Griggs & Maloney proposes to conduct a Jurisdictional Waters Determination on two parcels located in Rutherford County consisting of approximately 160 acres total. The determination will be conducted by a certified Qualified Hydrologic Professional (QHP) and will provide a report of findings identifying aquatic resources onsite and anticipated regulatory status. This includes delineation of any identified wetlands and performing Hydrologic Determinations (HD) on any identified drainage channels within the specified project area. All work will be conducted using current regulatory protocols and guidelines for both the State of Tennessee and U.S. Army Corps of Engineers.
2. Performance Schedule - Griggs & Maloney will perform the required tasks within 2 weeks of receiving the signed and dated proposal. The report will be completed within three weeks of project initiation.
3. Fee Schedule - Griggs & Maloney proposes to conduct the above-described work for a fee of \$9,500.

Griggs & Maloney sincerely appreciates the opportunity to be considered as your Consultant for this project. I am confident that our knowledge, skills and experience will ensure the successful completion of this important project in a timely and cost-efficient manner. If the above-described proposal meets your approval, please sign the Proposal Acceptance statement below and fax to the undersigned at (615) 895-0632.

If you have any questions regarding this proposal, or about Griggs & Maloney, Inc., please call me at (615) 895-8221.

Sincerely,

**GRIGGS & MALONEY, INC.**



Conor Maloney, TN-QHP #1129-15  
Environmental Scientist

**PROPOSAL ACCEPTANCE:**

Griggs & Maloney, Inc.'s proposal dated December 10, 2018 is hereby accepted except as follows (insert exceptions, if any, or state "none"):

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By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

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

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

# COUNCIL COMMUNICATION

Meeting Date: 1/17/2019

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**Item Title:** Blackman Park HWY 96 Site Surveying and Engineering Services  
Contracts with Huddleston Steele Engineering

**Department:** Parks and Recreation

**Presented by:** Sam A. Huddleston, Executive Director Development Services

**Requested Council Action:**

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

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**Summary**

Proposal for topographic surveying and engineering services for Blackman Park Hwy 96 Site.

**Staff Recommendation**

Approve the surveying proposal with Huddleston Steele Engineering for \$16,944 and the engineering services proposal for \$5,000.

**Background Information**

City staff and our Blackman Park design team have developed conceptual plans for construction of a park facility on the Hwy 96 site. Additional site and design information are needed to move forward with more detailed development of plans. This proposal provides for additional site surveying engineering, utility coordination, and project coordination needs to advance the park plan.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

A new park facility will serve the identified needs of our community for additional parks and recreation facilities.

**Fiscal Impacts**

The Huddleston Steele Engineering proposals for \$16,944 and \$5,000 will be funded from Blackman Park Site Design allocations from a previous bond issue.

**Attachments:**

1. Huddleston Steele Engineering, Inc. Surveying Proposal
2. Huddleston Steele Engineering, Inc. Engineering Services Proposal

November 12, 2018

Mr. Sam A. Huddleston, P.E.  
Executive Director, Development Service Division  
City of Murfreesboro Engineering Department  
111 West Vine Street  
Murfreesboro, TN 37130  
Email: shuddleston@murfreesborotn.gov

Re: Land Surveying Services  
Blackman Park  
State Route 96  
Murfreesboro, Tennessee

Dear Mr. Huddleston:

Thank you for the opportunity to submit this proposal for Land Surveying Services on the above-referenced project. The following are our proposed scopes of services and fees.

- Topographic Services showing Two-Foot Contour Intervals \_\_\_\_\_ \$16,944.40

Construction layout and any other additional services which may be required but are not included above will be prepared at our standard hourly rates as follows:

Principal	\$165.00/Hr.
Engineer, Surveyor or Senior Planner	\$130.00/Hr.
Landscape Architect/Land Planner	\$135.00/Hr.
Survey Crew (GPS)	\$175.00/Hr.
Survey Crew (Construction Layout)	\$175.00/Hr.
Survey Crew (3 -Man)	\$120.00/Hr.
Survey Crew (2-Man)	\$110.00/Hr.
Technician	\$90.00/Hr.
Technical/Clerical Support	\$70.00/Hr.

Please contact us if you have any questions or comments. We look forward to working with you on this project.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



William H. Huddleston IV, P.E., R.L.S.

Accepted: \_\_\_\_\_

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

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

November 12, 2018

Mr. Sam A. Huddleston, P.E.  
Executive Director, Development Service Division  
City of Murfreesboro Engineering Department  
111 West Vine Street  
Murfreesboro, TN 37130  
Email: shuddleston@murfreesborotn.gov

Re: Civil Engineering Services  
Blackman Park  
State Route 96  
Murfreesboro, Tennessee

Dear Mr. Huddleston:

Thank you for the opportunity to submit this proposal for Land Surveying and Civil Engineer Services on the above-referenced project. The following are our proposed scopes of services and fees.

- Regulatory Planning Assistance and Other Coordination, including with Utility Companies, City Staff, and Other Consultants \_\_\_\_\_ \$5,000.00

Construction layout and any other additional services which may be required but are not included above will be prepared at our standard hourly rates as follows:

Principal	\$165.00/Hr.
Engineer, Surveyor or Senior Planner	\$130.00/Hr.
Landscape Architect/Land Planner	\$135.00/Hr.
Survey Crew (GPS)	\$175.00/Hr.
Survey Crew (Construction Layout)	\$175.00/Hr.
Survey Crew (3 -Man)	\$120.00/Hr.
Survey Crew (2-Man)	\$110.00/Hr.
Technician	\$90.00/Hr.
Technical/Clerical Support	\$70.00/Hr.

Please contact us if you have any questions or comments. We look forward to working with you on this project.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



William H. Huddleston IV, P.E., R.L.S.

Accepted: \_\_\_\_\_

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

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

## COUNCIL COMMUNICATION

Meeting Date: 1/17/19

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**Item Title:** Approval to Purchase Turnout Gear from NPPGov

**Department:** Fire Rescue

**Presented by:** Mark A. Foulks

**Requested Council Action:**

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

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### Summary

Purchase of turnout gear through National Purchasing Partners (NPPGov).

### Staff Recommendation

Approve the purchase turnout gear from NPPGov.

### Background Information

MFRD desires to purchase 27 sets of turnout gear at a cost of \$92,125.89 for the SAFER grant employees that will be hired in March 2019. MFRD requests approval to purchase turnout gear under the NPPGov agreement with Municipal Emergency Services (MES). State law and City Code permits purchases without competitive bids through federal general service administration contracts.

### Council Priorities Served

*Excellent Services with a Focus on Customer Service*

Turnout gear provides protection to personnel while in the line of duty allowing them to perform their job safely and effectively.

### Fiscal Impacts

MFRD's FY19 budget was recently amended to include the total cost of the turnout gear for the SAFER grant employees.

### Attachments

1. NPPGov Contract with MES

## **Amendment to Firefighting Equipment Master Price Agreement**

### **Distribution Area Adjustment**

This Amendment to the Master Price Agreement is entered into this 24 day of August, 2017 by PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") and Municipal Emergency Services, Inc./Lawmen Supply Company ("Vendor").

### **RECITALS**

WHEREAS, Purchaser and Vender entered into a Master Price Agreement on or about May 28, 2017 and by this reference incorporated herein; and

WHEREAS, Vendor has provided notice to correct a scrivener error regarding area of distribution for a manufacturer on Attachment A on or about August 15, 2017; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the distribution area adjustment;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

### **AMENDMENT TO MASTER PRICE AGREEMENT**

1. **Adjustment to distribution area on Firefighting Equipment.**

Attachment A to the Master Price Agreement shall be amended in part to reflect the distribution area adjustment:

Globe Boots are 25% off MSRP (Valid only in: NC, SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA, MO, NE, KS, IA, MN, SD, ND)

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 28, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AGENCY:

Heidi Arnold Date 8/24/17  
BY: Heidi Arnold  
ITS: Contract Manager

MUNICIPAL EMERGENCY SERVICES INC.:

[Signature] Date 8/24/17  
BY:  
ITS:

**PUBLIC PROCUREMENT AUTHORITY**  
**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") Municipal Emergency Services, Inc./Lawmen Supply Company ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain Firefighting Equipment and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Vendor was awarded the opportunity to complete a Master Price Agreement with the Public Procurement Authority as a result of its response to Request for Proposal No. 1605 for Firefighting Equipment; and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1605 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this agreement.

1.11 “Parties” shall mean the Purchaser and Vendor.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link

with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The vendor retains authority to negotiate above and beyond the terms of this agreement to meet the customer or vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Vendor's Proposal; and
- (iii) The RFP.

## 2.6 Extension of contract terms to Participating Agencies:

- 2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and

Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the initial term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A

shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

4.9 New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements

of the solicitation. No products may be added to avoid competitive procurement requirements.

## **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Lead Contracting Agency.

## **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs,

obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

## **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

## **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

## **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

## **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any

advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

## **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

## **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

## **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:  
Public Procurement Authority

25030 SW Parkway Ave.  
Suite 330  
Wilsonville OR 97070  
ATTN: Heidi Arnold

If to Vendor:  
Municipal Emergency Services, Inc./Lawmen Supply Company  
7 Poverty Rd 85H Bennett Square  
Southbury, CT 06488  
ATTN: Seth Cosans

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

### **ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for products and services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

### **ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

## **ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

## **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

## **ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

## **ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

## **ARTICLE 23 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

**ARTICLE 24 – COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Heidi Arnold

Printed Name: Heidi Arnold

Title: Contract Manager  
Public Procurement Authority

Dated: May 28, 2017

VENDOR:

Signature: Seth Cosans #1605

Printed Name: Seth Cosans

Title: Contract Administrator  
Municipal Emergency Services, Inc./Lawmen Supply Company

Dated: 5/28/17

## ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE % OFF PUBLISHED LIST PRICE	
TURNOUT GEAR				
1	Turnouts-all specifications	Honeywell (Morning Pride)	51.0%	1-75 Firefighters
			55.5%	76-299 Firefighters
			59.0%	300+ Firefighters
1	Turnouts-all specifications	Globe	41.0%	Valid only in: NC, SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA, MO, NE, KS, IA, MN, SD, ND
WILD LAND GEAR				
1	Wild Land all available ensemble	Crew Boss (Western Shelter)	10.0%	
1	Wild Land all available ensemble	PGI	10.0%	
1	Wild Land all available ensemble	Tacgen	10.0%	
TECH RESCUE USAR/STATIONWEAR				
1	All available specifications	Honeywell (Morning Pride)	51.0%	1-75 Firefighters
			55.5%	76-299 Firefighters
			59.0%	300+ Firefighters
1	Tech Rescue/Wildland	Tecgen	10.0%	
11	Stationware, boots, accessories	511	27.0%	Discount is off MAP
11	Stationware	Workrite	15.0%	
11	Horace Small Stationware	VF Imageware	20%	

11	Badges	Blackington	25.0%	
HELMETS				
1	All models	Bullard	35.0%	NOT applicable in: HI, CA, AZ, NM, CO, WY, MT, WA, OR, ID, AK, NV, UT
1	All models	Honeywell	20.0%	
GLOVES				
1	Hexarmor Gloves and gear	Hexarmor	10.0%	
1	Structure, Wildland and Rescue	Dragon Fire	10.0%	
1	M1X Glove	Veridian MES M1X	29.0%	
1	Excalibur Glove	Fire Craft	10.0%	
BOOTS				
1	Structure	Globe	25.0%	Valid only in: SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA, MO, NE, KS, IA, MN, SD, ND
1	Structure, Station, Wildand	Honeywell	20.0%	
11	Station	Bates	10.0%	
11	Station	511	27.0%	Discount is off of MAP
1	Structure	Fire Dex	10.0%	
ACCESSORIES				
4	Rescue	CMC	15.0%	
4	Rescue	RIT	17.0%	
4	Harness	Gemtor	15.0%	
1	Eye wear	ESS	30.0%	
1	Lights and cases	Pelican	25.0%	
2	Cutting torches and gear	Petrogen	10.0%	
1	Lights	Fox Furry	12.0%	
1	Lights	Koehler-Bright Star	5.0%	
1	Lights	Streamlight	40.0%	
12	Lockers, racks, shelving	Groves Reddy Rack	15.0%	
12	Cleaning, alterations, customization	Northwest Safety Clean		Fixed pricing
11	Embellishments	511		Fixed pricing, typically included with uniform item pricing
OTHER				
13	Service, prevent. maint. tools	MES Cert Techs	See Hurst configuration form	
13	Tool labor out of warranty		\$85 per hour	Where MES is 1F
12	Compressors fill	SCOTT	10.0%	

	air carts			
12	Compressors fill stations	SCOTT	10.0%	Free freight is the discount
12	Compressed air storage	SCBAs Inc.	10.0%	
1	Thermal Imaging Cameras	SCOTT/ISG	8.0%	
1	Thermal Imaging Cameras	SEEK	10%	
3	Rescue tools	Genesis	10.0%	Valid only: UT, CO, NM, AZ, WA, OR, NV, HI, MT, CA, AK, ID, WY, IN
3	Rescue tools	Holmatro	5.0%	Valid only: AK, IN
3	Rescue tools	Hurst	20.0%	Valid only: NC, SC, NJ, PA, VA, TX, ND, SD, NE, IA, FL, TN, AL, GA, MS
3	Rescue tools	Ajax	15.0%	
4	Ladders	Duo Safety	20.0%	
4	Ladders	Aluminum Ladder Co.	20.0%	
4	Ladders	Little Giant	5.0%	
5	Training Aids	Simulaids	8.0%	
1	Batfan	Leader North America	5.0%	
1-2	Fans, saws	Euramco (Ram Fan)	20.0%	
1-2	Fans, saws	Tempest	20.0%	
1-2	Fans, saws	Super Vac	10.0%	Valid only: HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK
2	Saws	Cutter Edge	15.0%	
4	Detection	Industrial Scientific	7.0%	
4	Gas detection	Scott Safety	5.0%	
6	Hazmat Decon Gear	FSI North America	10.0%	
2	Tools	Nupla	30.0%	
2	Tools	Leatherhead	30.0%	
2	Tools	Council	30.0%	
12	Brackets	Flamefighter	25.0%	
12	Brackets	Ziamatic	25.0%	
12	Batteries	Duracel	40.0%	
12	Knives	Benchmade	30.0%	
7	Extinguishers	Amerex	25.0%	
12	Light bars	Whelen	25.0%	
9	Hose	Firequip	25.0%	Discount off catalog price
9	Hose	Kochek hose only	25.0%	
9	Brass	Kochek-other than	40.0%	

		hose		
9	Brass	Elhart	40.0%	
9	Brass	TFT	30.0%	Valid only: PA, VA, NJ, FL, NY, NC, IL, TN
9	Brass	G-Force/TFT	No discount per manufacturer restrictions	
9	Brass	Harrington	35.0%	
9	Brass	S&H	Catalog price which is roughly 25% off	
9	Brass	Action Coupling	25.00%	
8	Foam	Ansul	20.0%	
8	Foam	Chem Guard	20.0%	
8	Foam	National	5.0%	
10	Pumps	CET	10.0%	
12	Body Armor	Point Blank	30.0%	Regular Items
12	Body Armor	Point Blank	20.0%	Helmets, plates, ect.
12	EMS Medic sets	Point Blank	25.0%	Added discounts on these items when available
12	Tactical options, plates, helmets, etc.	Point Blank Parclete	20.0%	Added discounts on these tactical options normally

Orders \$7500 and up shipping included and for any orders below that see freight chart.

Shipping Charges to Continental United States			
Subtotal Threshold	FedEx Ground	FedEx 2 <sup>nd</sup> Day Air	FedEx Next Day Air
\$0 – 24.99	\$4.95	\$16.95	\$28.95
\$25 – 49.99	\$6.95	\$18.95	\$30.95
\$50 – 99.99	\$11.95	\$23.95	\$35.95
\$100 – 149.99	\$13.95	\$25.95	\$37.95
\$150 – 199.99	\$15.95	\$27.95	\$39.95
\$200 – 249.99	\$17.95	\$29.95	\$41.95
\$250 – 299.99	\$19.95	\$31.95	\$43.95
\$300 – 349.99	\$21.95	\$33.95	\$45.95
\$350 – 399.99	\$23.95	\$35.95	\$47.95
\$400 – 449.99	\$25.95	\$37.95	\$49.95
\$450 – 499.99	\$27.95	\$39.95	\$51.95
\$500 – 749.99	\$29.75	\$41.95	\$53.95
\$750 – 999.99	\$31.95	\$43.95	\$55.95
Greater than \$1000	3%	5%	6%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

## **ATTACHMENT B**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

### **ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

## **ATTACHMENT C**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

### **PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

**ATTACHMENT D**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

**ATTACHMENT E**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

**ATTACHMENT F**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

# COUNCIL COMMUNICATION

Meeting Date: 01/17/19

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**Item Title:** Purchase Police Vehicles

**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"/>

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## Summary

Council approval is needed to purchase thirty-five (35) police suv's and one (1) utility van from Capital Improvement Program Fund

## Staff Recommendation

Approve the purchase of police vehicles

## Background Information

Council approved the use of Capital Improvement Bond Funds towards the purchase of police vehicles. The vehicles to be purchased are included on the State of Tennessee Vehicle Contract with Ford of Murfreesboro. All vehicles will be purchased pursuant to the purchasing policy of the City of Murfreesboro using State of Tennessee contract (Contract No. 056446) for \$1,122,273. Additional expenses to equip the vehicles are anticipated to cost around \$800,000.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

Provide officers with vehicles to respond to calls for service and provide other support functions

## Fiscal Impacts

The purchase cost of the vehicles is \$1,122,273 and will be funded from with Capital Improvement Plan (CIP) funds. Additional equipment costs will be brought to Council for approval once final pricing is secured.

## Attachments:

1. State of Tennessee contract 056446 with Ford of Murfreesboro
2. Price Sheet Attachment to State of Tennessee contract
3. Price quote sheet from Ford of Murfreesboro



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE

**Statewide Multi-Year Contract Issued to:**

TT of F Murfreesboro Inc  
1550 NW Broad St

Murfreesboro, TN 37129

Vendor ID: 0000141024

**Contract Number: 0000000000000000000056446**

Title: SWC# 209 - Vehicles

Start Date : October 05, 2017 End Date: September 30, 2019

Is this contract available to local government agencies in addition to State agencies?: Yes

**Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone:  
Fax: 615-741-0684

**Line Information**

**Line 1**

Item ID: 1000179934  
*Police Vehicles, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOM-001  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 2**

Item ID: 1000179935  
*Sedans, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOF-002  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 3**

Item ID: 1000179936  
*Minivan and Full-size Vans (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOF-003  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 4**

Item ID: 1000179937  
*Sport Utility Vehicles (SUVs), Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOF-004  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 5**

Item ID: 1000179938  
*Light Trucks (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOF-005  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 6**

Item ID: 1000179941

*Optional Equipment, Generic SWC209 Asset*

Unit of Measure: EA

Vendor Item/Part #: SWC209-TTOF-008

Manufacturer Item #:

Unit Price: \$ 0

APPROVED: Michael F.  
Perry - KH  
CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry - KH  
DN: cn=Michael F. Perry - KH, o=State of  
Tennessee - General Services,  
ou=Central Procurement Office,  
email=Mike.Perry@tn.gov, c=US  
Date: 2017.10.03 14:09:54 -0500

BY: 

PURCHASING AGENT

10/3/2017  
DATE

### Vehicles

	Vehicle Price	Number of Vehicles	Total
SUV's	\$31,294.00	35	\$1,095,290.00
Van	\$26,983.00	1	\$26,983.00

Amount Available  
\$2,037,923.07

Total Vehicle Cost \$1,122,273.00

Am Av

\$2,037,923.07
\$1,891,798.40

### Equipment

Equipment Cost  
Estimate \$769,525.40

\$146,124.67

Am Av

\$2,037,923.07

Veh Only

\$1,122,273.00

### Combined Totals - Vehicles and Equipment

Equipment	\$769,525.40
Vehicles	\$1,122,273.00

Remaining Bal  
for equipment

\$915,650.07

Total \$1,891,798.40

State of Tennessee (State)

FORD - 2018/2019 Model Year Fleet (2 Year Fixed) Pricing

Dealer: TT of Murfreesboro F (dba Ford of Murfreesboro)

Contract# 56446

Model	Model Number	DeScription	MSRP	State Government Fleet Price (2 Years Fixed Pricing) Regions 1 -4
POLICE INTERCEPTOR SEDAN	Police			
	P2L-500A	4DR, FWD, 3.5L V6 TIVCT, 6-SPD AUTO (PATROL SPECS)	\$ 30,655.00	\$ 24,326.00
	P2L-500A	4DR, FWD, 3.5L V6 TIVCT, 6-SPD AUTO (ADMIN SPECS)	\$ 30,450.00	\$ 24,145.00
	P2M-500A	4DR, AWD, 3.7L V6 TIVCT, 6-SPD AUTO (PATROL SPECS)	\$ 31,605.00	\$ 25,335.00
	P2M-500A	4DR, AWD, 3.7L V6 TIVCT, 6-SPD AUTO (ADMIN SPECS)	\$ 31,600.00	\$ 25,154.00
	P2M-500A	4DR, AWD, 3.5L V6 ECOBOOST, 6-SPD AUTO (PATROL SPECS)	\$ 34,915.00	\$ 25,880.00
	P2M-500A	4DR, AWD, 3.5L V6 ECOBOOST, 6-SPD AUTO (ADMIN SPECS)	\$ 34,650.00	\$ 25,646.00
POLICE INTERCEPTOR UTILITY	Police			
	K8A-500A	4DR, AWD, 3.5L V6 ECOBOOST, 6-SPD AUTO (PATROL SPECS)	\$ 37,990.00	\$ 30,506.00
	K8A-500A	4DR, AWD, 3.5L V6 ECOBOOST, 6-SPD AUTO (ADMIN SPECS)	\$ 37,700.00	\$ 30,277.00
	K8A-500A	4DR, AWD, 3.7L V6 TIVCT, 6-SPD AUTO (PATROL SPECS)	\$ 34,665.00	\$ 29,099.00
	K8A-500A	4DR, AWD, 3.7L V6 TIVCT, 6-SPD AUTO (ADMIN SPECS)	\$ 34,405.00	\$ 28,870.00
POLICE F-150 RESPONDER	Police			
		4DR, 3.5L V6 ECOBOOST, 10-SPD AUTO (PATROL SPECS)	\$ 38,750.00	\$ 34,250.00
		4DR, 3.5L V6 ECOBOOST, 10-SPD AUTO (ADMIN SPECS)	\$ 38,750.00	\$ 34,250.00
SPECIAL SERVICE VEHICLE (SSV)	Police			
SEDAN (SSP)	P2L-501A	4DR, FWD, 2.0L ECOBOOST I-4, 6-SPD AUTO	\$ 30,975.00	\$ 20,608.00
POLICE RESPONDER HYBRID	P0A-430A	4DR, FWD, 2.0L HYBRID	\$ 31,185.00	\$ 23,284.00
EXPEDITION (SSV)	U1F-102A	4DR, 4x2, XL, SSV	\$ 48,790.00	\$ 31,445.00
	U1G-102A	4DR, 4x4, XL, SSV	\$ 50,215.00	\$ 36,121.00
	U1G-102A	4DR, 4x4, XL, SSV (w/Tow Pkg)	\$ 51,785.00	\$ 37,613.00
	K1F-102A	4DR, 4x2, XL, SSV, EL	\$ 51,305.00	\$ 33,693.00
	K1G-102A	4DR, 4x4, XL, SSV, EL	\$ 52,740.00	\$ 34,868.00
	K1G-102A	4DR, 4x4, XL, SSV, EL (w/Tow Pkg)	\$ 54,310.00	\$ 36,360.00
F-150 XL SUPERCAB SSV	X1C-100A	5.0L 2x4	\$ 36,715.00	\$ 21,953.00
	X1E-100A	5.0L 4x4	\$ 39,210.00	\$ 25,016.00
	X1E-100A	5.0L 4x4 (w/Tow Pkg)	\$ 40,305.00	\$ 25,316.00
F-150 XL SUPERCREW SSV	W1C-100A	5.0L 2x4	\$ 39,170.00	\$ 23,019.00
	W1E-100A	5.0L 4x4	\$ 41,745.00	\$ 29,384.00
	W1E-100A	5.0L 4x4 (w/Tow Pkg)	\$ 42,840.00	\$ 29,484.00
MAX ENERGY HYBRID	Sedan			
	P5A-200A	5DR, SE, HATCHBACK, 2.0L HYBRID	\$ 26,170.00	\$ 21,297.00
FIESTA	Sedan			
	P4A-100A	4DR, S, SEDAN, FWD, 1.6L I-4, AUTOMATIC	\$ 15,630.00	\$ 11,885.00
	P4T-100A	5DR, S, HATCHBACK, 1.6L, AUTOMATIC	\$ 15,930.00	\$ 12,160.00
	P4B-200A	4DR, SE, SEDAN, FWD, 1.6L I-4, AUTOMATIC	\$ 16,860.00	\$ 13,014.00
	P4E-200A	5DR, SE, HATCHBACK, 1.6L, AUTOMATIC	\$ 17,168.00	\$ 13,289.00
FOCUS	Sedan			
	P3E-100A	4DR, FWD, S, SEDAN, 2.0L I4, AUTOMATIC	\$ 19,830.00	\$ 15,782.00
	P3F-200A	4DR, FWD, SE, SEDAN, 1.0L ECOBOOST, AUTOMATIC	\$ 21,120.00	\$ 15,947.00
	P3F-200A	4DR, FWD, SE, SEDAN, 2.0L I-4 AUTOMATIC	\$ 21,120.00	\$ 15,947.00
	P3K-200A	5DR, FWD, SE, HATCHBACK, 2.0L I-4, AUTOMATIC	\$ 21,320.00	\$ 16,131.00
FUSION	Sedan			
	P0G-100A	4DR, SEDAN S, FWD, 2.5L I-4, 6-SPD AUTO	\$ 23,115.00	\$ 17,224.00
	POH200A	4DR, SEDAN SE, FWD, 1.5L ECOBOOST	\$ 24,390.00	\$ 18,521.00
	P0H-200A	4DR, SEDAN SE, FWD, 2.5L I-VCT, 6-SPD AUTO	\$ 24,790.00	\$ 18,874.00
	P0T-201A	4DR, SEDAN SE AWD, 2.0L ECOBOOST	\$ 29,380.00	\$ 21,167.00
	P0U-500A	4DR, SEDAN S, FWD, 2.0L I4, HYBRID	\$ 26,290.00	\$ 22,741.00
	P0L-600A	4DR, SEDAN S, FWD, 2.0L I4, HYBRID	\$ 27,240.00	\$ 23,322.00
	P0P-800A	4DR, SEDAN SE, FWD, 2.0L I4, ENERGY	\$ 32,300.00	\$ 26,552.00
MAZDA	Sedan			
	P2D-100A	4DR, FWD SE, 3.5L Ti-VCT V6, 6-SPD AUTO	\$ 28,560.00	\$ 21,180.00
	P2E-200A	4DR, FWD SEL, 3.5L Ti-VCT V6, 6-SPD AUTO	\$ 32,485.00	\$ 23,382.00
	P2H-200A	4DR, AWD SEL, 3.5L Ti-VCT V6, 6-SPD AUTO	\$ 34,335.00	\$ 25,005.00
Mustang Sport	SUV			
	P1R-100a	4DR, FWD, S,	\$ 20,990.00	\$ 18,451.00
	P1S-100A	4DR, 4x4, S	\$ 22,490.00	\$ 19,813.00
	P1T-200a	4DR, FWD, SE	\$ 23,900.00	\$ 21,092.00
	P1U-200a	4DR, 4x4, SE	\$ 25,400.00	\$ 22,454.00

## State of Tennessee (State)

## FORD - 2018/2019 Model Year Fleet (2 Year Fixed) Pricing

Dealer: TT of Murfreesboro F (dba Ford of Murfreesboro)

Contract# 56445

Model	Model Number	DeScription	MSRP	State Government Fleet Price (2 Years Fixed Pricing) Regions 1-4
EDGE	SUV			
	K3G-100A	4DR, FWD SE, 2.0L ECOBOOST, 6-SPD AUTO	\$ 30,340.00	\$ 25,842.00
	K4G-100A	4DR, AWD SE, 2.0L ECOBOOST, 6-SPD AUTO	\$ 32,335.00	\$ 26,583.00
	K3J-200A	4DR, FWD SEL, 2.0L ECOBOOST, 6-SPD AUTO	\$ 33,075.00	\$ 27,977.00
	K3J-200A	4DR, FWD SEL, 3.5L TIVCT V6, 6-SPD AUTO	\$ 33,700.00	\$ 27,479.00
	K4J-200A	4DR, AWD SEL, 2.0L ECOBOOST, 6-SPD AUTO	\$ 35,070.00	\$ 28,697.00
	K4J-200A	4DR, AWD SEL, 3.5L TIVCT V6, 6-SPD AUTO	\$ 35,695.00	\$ 29,249.00
ESCAPE	SUV			
	U0F-100A	S, 4X2, 2.5L DURATEC I-4, 6-SPD AUTO	\$ 24,970.00	\$ 19,322.00
	U0G-200A	SE, 4X2, 1.5L ECOBOOST, 6-SPD AUTO	\$ 26,725.00	\$ 22,442.00
	U9G-200A	SE, 4WD, 1.5L ECOBOOST, 6-SPD AUTO	\$ 28,075.00	\$ 21,805.00
	U9G-200A	SE, 4WD, 1.5L ECOBOOST, 6-SPD AUTO (w/Tow Pkg)	\$ 28,570.00	\$ 22,276.00
EXPLORER	SUV			
	K7B-100A	4DR, FWD BASE, 3.5L V6 TIVCT, 6-SPD AUTO	\$ 33,105.00	\$ 23,700.00
	K7B-100A	4DR, FWD BASE, 2.3L I-4 ECOBOOST, 6-SPD AUTO	\$ 34,000.00	\$ 24,489.00
	K8B-100A	4DR, 4WD BASE, 3.5L V6 TIVCT, 6-SPD AUTO	\$ 35,255.00	\$ 27,291.00
	K8B-100A	4DR, 4WD BASE, 3.5L V6 TIVCT, 6-SPD AUTO (w/Tow pkg)	\$ 35,825.00	\$ 27,833.00
	K8B-100A	4DR, 4WD BASE, 2.3L I-4 ECOBOOST, 6-SPD AUTO	\$ 36,150.00	\$ 28,092.00
	K8B-100A	4DR, 4WD BASE, 2.3L I-4 ECOBOOST, 6-SPD AUTO (w/Tow pkg)	\$ 36,545.00	\$ 27,604.00
	K7D-200A	4DR, FWD XLT, 3.5L V6 TIVCT, 6-SPD AUTO	\$ 35,135.00	\$ 26,781.00
	K7D-200A	4DR, FWD XLT, 2.3L I-4 ECOBOOST, 6-SPD AUTO	\$ 36,030.00	\$ 27,570.00
	K8D-200A	4DR, 4WD XLT, 3.5L V6 TIVCT, 6-SPD AUTO	\$ 37,285.00	\$ 30,351.00
	K8D-200A	4DR, 4WD XLT, 3.5L V6 TIVCT, 6-SPD AUTO (w/Tow pkg)	\$ 37,855.00	\$ 30,893.00
	K8D-200A	4DR, 4WD XLT, 2.3L I-4 ECOBOOST, 6-SPD AUTO	\$ 38,180.00	\$ 31,152.00
	K8D-200A	4DR, 4WD XLT, 2.3L I-4 ECOBOOST, 6-SPD AUTO (w/Tow pkg)	\$ 38,575.00	\$ 31,527.00
FLEX	SUV			
	K5B-100A	4DR, FWD, SE, 3.5L V-6, AUTOMATIC	\$ 31,310.00	\$ 23,762.00
	K5C-200A	4DR, FWD, SEL, 3.5L V-6, AUTOMATIC	\$ 34,015.00	\$ 25,851.00
	K6C-200A	4DR, AWD, SEL, 3.5L V-6, AUTOMATIC	\$ 35,695.00	\$ 27,592.00
EXPEDITION	SUV			
	U1F-100A	4DR, 4X2 XL, 3.5L ECOBOOST, 6-SPD AUTO	\$ 49,630.00	\$ 34,457.00
	U1G-100A	4DR, 4X4 XL, 3.5L ECOBOOST, 6-SPD AUTO	\$ 52,365.00	\$ 39,019.00
	U1G-100A	4DR, 4X4 XL, 3.5L ECOBOOST, 6-SPD AUTO (w/Tow pkg)	\$ 53,935.00	\$ 40,511.00
	K1F-100A	4DR, 4X2 XL EL, 3.5L ECOBOOST, 6-SPD AUTO	\$ 53,050.00	\$ 38,741.00
	K1G-100A	4DR, 4X4 XL EL, 3.5L ECOBOOST, 6-SPD AUTO	\$ 56,040.00	\$ 39,302.00
	K1G-100A	4DR, 4X4 XL EL, 3.5L ECOBOOST, 6-SPD AUTO (w/Tow pkg)	\$ 57,635.00	\$ 40,794.00
	U1H-200A	4DR, 4X2 XLT, 3.5L ECOBOOST, 6-SPD AUTO	\$ 47,152.00	\$ 41,052.00
	U1J-200A	4DR, 4X4 XLT, 3.5L ECOBOOST, 6-SPD AUTO	\$ 55,945.00	\$ 45,618.00
	U1J-200A	4DR, 4X4 XLT, 3.5L ECOBOOST, 6-SPD AUTO (w/Tow pkg)	\$ 57,540.00	\$ 47,110.00
	K1H-200A	4DR, 4X2 XLT EL, 3.5L ECOBOOST, 6-SPD AUTO	\$ 55,650.00	\$ 42,439.00
	K1J-200A	4DR, 4X4 XLT EL, 3.5L ECOBOOST, 6-SPD AUTO	\$ 59,630.00	\$ 45,001.00
	K1J-200A	4DR, 4X4 XLT EL, 3.5L ECOBOOST, 6-SPD AUTO (w/Tow pkg)	\$ 60,225.00	\$ 46,493.00

## State of Tennessee (State)

## FORD - 2018/2019 Model Year Fleet (2 Year Fixed) Pricing

Dealer: TT of Murfreesboro F (dba Ford of Murfreesboro)

Contract# 56446

Model	Model Number	Description	MSRP	State Government Fleet Price (2 Years Fixed Pricing) Regions 1-4
F150	LT Truck			
	F1C-100A	4X2 R/C XL, 122", 5.0 V-8, 10-SPD AUTO	\$ 32,705.00	\$ 22,010.00
	F1C-100A	4X2 R/C XL, 141", 5.0L V8, 10-SPD AUTO	\$ 33,035.00	\$ 22,275.00
	F1E-100A	4X4 R/C XL, 122", 5.0 V8, 10-SPD AUTO	\$ 35,510.00	\$ 24,728.00
	F1E-100A	4X4 R/C XL, 122", 5.0 V8, 10-SPD AUTO (w/Tow Pkg)	\$ 37,005.00	\$ 24,528.00
	F1E-100A	4X4 R/C XL, 141", 5.0 V8, 10-SPD AUTO	\$ 35,810.00	\$ 24,993.00
	F1E-100A	4X4 R/C XL, 141", 5.0 V8, 10-SPD AUTO (w/Tow Pkg)	\$ 37,005.00	\$ 24,793.00
	X1C-100A	4X2 S/C XL, 145", 5.0 V8, 10-SPD AUTO	\$ 35,990.00	\$ 23,185.00
	X1C-100A	4X2 S/C XL, 163", 5.0L V8, 10-SPD AUTO	\$ 37,300.00	\$ 23,489.00
	X1E-100A	4X4 S/C XL, 145", 5.0L V8, 10-SPD AUTO	\$ 35,580.00	\$ 26,331.00
	X1E-100A	4X4 S/C XL, 145", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$ 40,875.00	\$ 26,131.00
	X1E-100A	4X4 S/C XL, 163", 5.0L V8, 10-SPD AUTO	\$ 39,840.00	\$ 26,621.00
	X1E-100A	4X4 S/C XL, 163", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$ 40,935.00	\$ 26,421.00
	W1C-100A	4X2 CRW XL, 145", 5.0L V8, 10-SPD AUTO	\$ 39,445.00	\$ 25,352.00
	W1C-100A	4X2 CRW XL, 157", 5.0L V8, 10-SPD AUTO	\$ 39,755.00	\$ 25,655.00
	W1E-100A	4X4 CRW XL, 157", 5.0L V8, 10-SPD AUTO	\$ 42,375.00	\$ 29,058.00
	W1E-100A	4X4 CRW XL, 157", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$ 43,470.00	\$ 28,569.00
	W1E-100A	4X4 CRW XL, 145", 5.0L V8, 10-SPD AUTO	\$ 42,115.00	\$ 28,769.00
	W1E-100A	4X4 CRW XL, 145", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$ 43,210.00	\$ 28,858.00
	F1C-300A	4X2 R/C XLT, 122, 5.0L V8, 10-SPD AUTO	\$ 35,815.00	\$ 24,621.00
	F1C-300A	4X2 R/C XLT, 141", 5.0L V8, 10-SPD AUTO	\$ 37,115.00	\$ 24,880.00
	F1E-300A	4X4 R/C XL, 122", 5.0 V8, 10-SPD AUTO	\$ 39,915.00	\$ 27,133.00
	F1E-300A	4X4 R/C XL, 122", 5.0 V8, 10-SPD AUTO (w/Tow Pkg)	\$ 41,010.00	\$ 27,233.00
	F1E-300A	4X4 R/C XL, 141", 5.0 V8, 10-SPD AUTO	\$ 40,215.00	\$ 27,392.00
	F1E-300A	4X4 R/C XL, 141", 5.0 V8, 10-SPD AUTO (w/Tow Pkg)	\$ 41,310.00	\$ 27,492.00
	X1C-300A	4X2 S/C XL, 145", 5.0 V8, 10-SPD AUTO	\$ 39,725.00	\$ 24,531.00
	X1C-300A	4X2 S/C XL, 163", 5.0L V8, 10-SPD AUTO	\$ 40,035.00	\$ 24,808.00
	X1E-300A	4X4 S/C XLT, 145", 5.0L V8, 10-SPD AUTO	\$ 42,825.00	\$ 28,042.00
	X1E-300A	4X4 S/C XLT, 145", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$ 43,920.00	\$ 28,142.00
	X1E-300A	4X4 S/C XLT, 163", 5.0L V8, 10-SPD AUTO	\$ 43,085.00	\$ 28,286.00
	X1E-300A	4X4 S/C XLT, 163", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$ 44,180.00	\$ 28,386.00
	W1C-300A	4X2 CRW XLT, 145", 5.0L V8, 10-SPD AUTO	\$ 42,075.00	\$ 26,849.00
	W1C-300A	4X2 CRW XLT, 157", 5.0L V8, 10-SPD AUTO	\$ 42,385.00	\$ 27,035.00
	W1E-300A	4X4 CRW XLT, 157", 5.0L V8, 10-SPD AUTO	\$ 45,245.00	\$ 30,574.00
	W1E-300A	4X4 CRW XLT, 157", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$ 46,340.00	\$ 30,674.00
	W1E-300A	4X4 CRW XLT, 145", 5.0L V8, 10-SPD AUTO	\$ 45,505.00	\$ 30,330.00
	W1E-300A	4X4 CRW XLT, 145", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$ 46,600.00	\$ 30,430.00
F-250 SUPER DUTY PICK UP	LT Truck			
	F2A-600A	4X2 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO	\$ 35,775.00	\$ 23,599.00
	F2A-600A	4X2 SD R/C XL, 142", 6.7L DIESEL, 6-SPD AUTO	\$ 44,570.00	\$ 31,303.00
	F2A-603A	4X2 SD R/C XLT, 142", 6.2L V8, 6-SPD AUTO	\$ 38,515.00	\$ 23,969.00
	F2A-603A	4X2 SD R/C XLT, 142", 6.7L DIESEL, 6-SPD AUTO	\$ 45,920.00	\$ 31,341.00
	F2B-600A	4X4 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO	\$ 38,855.00	\$ 26,295.00
	F2B-600A	4X4 SD R/C XL, 142", 6.7L DIESEL, 6-SPD AUTO	\$ 47,650.00	\$ 33,999.00
	F2B-603A	4X4 SD R/C XLT, 142", 6.2L V8, 6-SPD AUTO	\$ 41,600.00	\$ 26,669.00
	F2B-603A	4X4 SD R/C XLT, 142", 6.7L DIESEL, 6-SPD AUTO	\$ 50,935.00	\$ 34,373.00
	X2A-600A	4X2 S/C XL, 148", 6.2L V8, 6-SPD AUTO	\$ 38,110.00	\$ 25,648.00
	X2A-600A	4X2 S/C XL, 148", 6.7L DIESEL, 6-SPD AUTO	\$ 46,905.00	\$ 33,352.00
	X2A-603A	4X2 S/C XLT, 148", 6.2L V8, 6-SPD AUTO	\$ 41,245.00	\$ 26,362.00
	X2A-603A	4X2 S/C XLT, 148", 6.7L DIESEL, 6-SPD AUTO	\$ 49,880.00	\$ 33,929.00
	X2A-600A	4X2 S/C XL, 164", 6.2L V8, 6-SPD AUTO	\$ 38,310.00	\$ 25,824.00
	X2A-600A	4X2 S/C XL, 164", 6.7L DIESEL, 6-SPD AUTO	\$ 47,105.00	\$ 33,528.00
	X2A-603A	4X2 S/C XLT, 164", 6.2L V8, 6-SPD AUTO	\$ 41,445.00	\$ 26,538.00
	X2A-603A	4X2 S/C XLT, 164", 6.7L DIESEL, 6-SPD AUTO	\$ 50,080.00	\$ 34,105.00
	X2B-600A	4X4 S/C XL, 148", 6.2L V8, 6-SPD AUTO	\$ 41,195.00	\$ 28,348.00
	X2B-600A	4X4 S/C XL, 148", 6.7L DIESEL, 6-SPD AUTO	\$ 49,705.00	\$ 35,809.00
	X2B-600A	4X4 S/C XL, 164", 6.2L V8, 6-SPD AUTO	\$ 41,400.00	\$ 29,028.00
	X2B-600A	4X4 S/C XL, 164", 6.7L DIESEL, 6-SPD AUTO	\$ 49,910.00	\$ 36,489.00
	X2B-603A	4X4 S/C XLT, 148", 6.2L V8, 6-SPD AUTO	\$ 44,335.00	\$ 29,067.00
	X2B-603A	4X4 S/C XLT, 148", 6.7L DIESEL, 6-SPD AUTO	\$ 53,130.00	\$ 36,771.00
	X2B-603A	4X4 S/C XLT, 164", 6.2L V8, 6-SPD AUTO	\$ 44,535.00	\$ 29,243.00
	X2B-603A	4X4 S/C XLT, 164", 6.7L DIESEL, 6-SPD AUTO	\$ 53,170.00	\$ 36,810.00
	W2A-600A	4X2 CREW/C XL, 160", 6.2L V8, 6-SPD AUTO	\$ 39,580.00	\$ 26,933.00
	W2A-600A	4X2 CREW/C XL, 160", 6.7L DIESEL, 6-SPD AUTO	\$ 48,375.00	\$ 34,637.00
	W2A-600A	4X2 CREW/C XL, 176", 6.2L V8, 6-SPD AUTO	\$ 39,780.00	\$ 27,109.00
	W2A-600A	4X2 CREW/C XL, 176", 6.7L DIESEL, 6-SPD AUTO	\$ 48,575.00	\$ 34,813.00
	W2A-603A	4X2 CREW/C XLT, 160", 6.2L V8, 6-SPD AUTO	\$ 43,080.00	\$ 27,973.00
	W2A-603A	4X2 CREW/C XLT, 160", 6.7L DIESEL, 6-SPD AUTO	\$ 51,875.00	\$ 35,677.00
	W2A-603A	4X2 CREW/C XLT, 176", 6.2L V8, 6-SPD AUTO	\$ 43,275.00	\$ 28,144.00
	W2A-603A	4X2 CREW/C XLT, 176", 6.7L DIESEL, 6-SPD AUTO	\$ 52,070.00	\$ 35,848.00
	W2B-600A	4X4 CREW/C XL, 160", 6.2L V8, 6-SPD AUTO	\$ 42,685.00	\$ 29,633.00
	W2B-600A	4X4 CREW/C XL, 160", 6.7L DIESEL, 6-SPD AUTO	\$ 51,480.00	\$ 37,337.00
	W2B-600A	4X4 CREW/C XL, 176", 6.2L V8, 6-SPD AUTO	\$ 42,870.00	\$ 30,313.00
	W2B-600A	4X4 CREW/C XL, 176", 6.7L DIESEL, 6-SPD AUTO	\$ 51,665.00	\$ 38,017.00
	W2B-603A	4X4 CREW/C XLT, 160", 6.2L V8, 6-SPD AUTO	\$ 48,180.00	\$ 30,668.00
	W2B-603A	4X4 CREW/C XLT, 160", 6.7L DIESEL, 6-SPD AUTO	\$ 54,995.00	\$ 38,372.00
	W2B-603A	4X4 CREW/C XLT, 176", 6.2L V8, 6-SPD AUTO	\$ 48,300.00	\$ 30,844.00
	W2B-603A	4X4 CREW/C XLT, 176", 6.7L DIESEL, 6-SPD AUTO	\$ 55,155.00	\$ 38,548.00

## State of Tennessee (State)

## FORD - 2018/2019 Model Year Fleet (2 Year Fixed) Pricing

Dealer: TT of Murfreesboro F (dba Ford of Murfreesboro)

Contract# 56446

Model	Model Number	Description	MSRP	State Government Fleet Price (2 Years Fixed Pricing) Regions 1-4
<b>F-350 SUPER DUTY PICK UP - SRW</b>				
	Lt. Truck			
	F3A-610A	4X2 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO	\$ 30,945.00	\$ 25,733.00
	F3A-610A	4X2 SD R/C XL, 142", 6.7L DIESEL, 6-SPD AUTO	\$ 45,740.00	\$ 33,457.00
	F3A-613A	4X2 SD R/C XLT, 142", 6.2L V8, 6-SPD AUTO	\$ 39,695.00	\$ 26,709.00
	F3A-613A	4X2 SD R/C XLT, 142", 6.7L DIESEL, 6-SPD AUTO	\$ 48,450.00	\$ 34,408.00
	F3B-610A	4X4 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO (w/Tow Pkg)	\$ 40,030.00	\$ 27,453.00
	F3B-610A	4X4 SD R/C XL, 142", 6.7L DIESEL, 6-SPD AUTO (w/Tow Pkg)	\$ 48,825.00	\$ 35,157.00
	F3B-613A	4X4 SD R/C XLT, 142", 6.2L V8, 6-SPD AUTO (w/Tow Pkg)	\$ 42,780.00	\$ 28,404.00
	F3B-613A	4X4 SD R/C XLT, 142", 6.7L DIESEL, 6-SPD AUTO (w/Tow Pkg)	\$ 51,575.00	\$ 36,108.00
	X3A-610A	4X2 S/C XL, 148", 6.2L V8, 6-SPD AUTO	\$ 39,235.00	\$ 26,907.00
	X3A-610A	4X2 S/C XL, 148", 6.7L DIESEL, 6-SPD AUTO	\$ 48,030.00	\$ 34,611.00
	X3A-613A	4X2 S/C XLT, 148", 6.2L V8, 6-SPD AUTO	\$ 42,425.00	\$ 28,698.00
	X3A-613A	4X2 S/C XLT, 148", 6.7L DIESEL, 6-SPD AUTO	\$ 51,220.00	\$ 36,402.00
	X3A-610A	4X2 S/C XL, 164", 6.2L V8, 6-SPD AUTO	\$ 39,485.00	\$ 27,082.00
	X3A-610A	4X2 S/C XL, 164", 6.7L DIESEL, 6-SPD AUTO	\$ 48,280.00	\$ 34,786.00
	X3A-613A	4X2 S/C XLT, 164", 6.2L V8, 6-SPD AUTO	\$ 42,625.00	\$ 28,874.00
	X3A-613A	4X2 S/C XLT, 164", 6.7L DIESEL, 6-SPD AUTO	\$ 51,420.00	\$ 36,578.00
	X3B-610A	4X4 S/C XL, 148", 6.2L V8, 6-SPD AUTO	\$ 42,370.00	\$ 29,780.00
	X3B-610A	4X4 S/C XL, 148", 6.7L DIESEL, 6-SPD AUTO	\$ 51,165.00	\$ 37,484.00
	X3B-613A	4X4 S/C XLT, 148", 6.2L V8, 6-SPD AUTO	\$ 45,515.00	\$ 30,602.00
	X3B-613A	4X4 S/C XLT, 148", 6.7L DIESEL, 6-SPD AUTO	\$ 54,310.00	\$ 38,306.00
	X3B-610A	4X4 S/C XL, 164", 6.2L V8, 6-SPD AUTO	\$ 42,570.00	\$ 30,455.00
	X3B-610A	4X4 S/C XL, 164", 6.7L DIESEL, 6-SPD AUTO	\$ 51,365.00	\$ 38,159.00
	X3B-613A	4X4 S/C XLT, 164", 6.2L V8, 6-SPD AUTO	\$ 45,710.00	\$ 30,774.00
	X3B-613A	4X4 S/C XLT, 164", 6.7L DIESEL, 6-SPD AUTO	\$ 54,505.00	\$ 38,478.00
	W3A-610A	4X2 CREW/C XL, 160", 6.2L V8, 6-SPD AUTO	\$ 40,755.00	\$ 28,291.00
	W3A-610A	4X2 CREW/C XL, 160", 6.7L DIESEL, 6-SPD AUTO	\$ 49,550.00	\$ 35,995.00
	W3A-610A	4X2 CREW/C XL, 176", 6.2L V8, 6-SPD AUTO	\$ 40,955.00	\$ 29,440.00
	W3A-610A	4X2 CREW/C XL, 176", 6.7L DIESEL, 6-SPD AUTO	\$ 49,750.00	\$ 37,144.00
	W3A-613A	4X2 CREW/C XLT, 160", 6.2L V8, 6-SPD AUTO	\$ 44,255.00	\$ 29,904.00
	W3A-613A	4X2 CREW/C XLT, 160", 6.7L DIESEL, 6-SPD AUTO	\$ 53,050.00	\$ 37,608.00
	W3A-613A	4X2 CREW/C XLT, 176", 6.2L V8, 6-SPD AUTO	\$ 44,450.00	\$ 30,075.00
	W3A-613A	4X2 CREW/C XLT, 176", 6.7L DIESEL, 6-SPD AUTO	\$ 53,245.00	\$ 37,779.00
	W3B-610A	4X4 CREW/C XL, 160", 6.2L V8, 6-SPD AUTO	\$ 43,845.00	\$ 32,069.00
	W3B-610A	4X4 CREW/C XL, 160", 6.7L DIESEL, 6-SPD AUTO	\$ 52,640.00	\$ 39,773.00
	W3B-610A	4X4 CREW/C XL, 176", 6.2L V8, 6-SPD AUTO	\$ 44,040.00	\$ 32,740.00
	W3B-610A	4X4 CREW/C XL, 176", 6.7L DIESEL, 6-SPD AUTO	\$ 52,835.00	\$ 40,444.00
	W3B-613A	4X4 CREW/C XLT, 160", 6.2L V8, 6-SPD AUTO	\$ 47,340.00	\$ 33,204.00
	W3B-613A	4X4 CREW/C XLT, 160", 6.7L DIESEL, 6-SPD AUTO	\$ 56,135.00	\$ 40,908.00
	W3B-613A	4X4 CREW/C XLT, 176", 6.2L GAS, 6-SPD AUTO	\$ 47,555.00	\$ 33,375.00
	W3B-613A	4X4 CREW/C XLT, 176", 6.7L DIESEL, 6-SPD AUTO	\$ 56,330.00	\$ 41,079.00
<b>F-350/450 SUPER DUTY PICK UP - DRW</b>				
	Lt. Truck			
	F3C-620A	4X2 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO	\$ 38,395.00	\$ 23,228.00
	F3C-620A	4X2 SD R/C XL, 142", 6.7L DIESEL, 6-SPD AUTO	\$ 47,190.00	\$ 30,930.00
	F3C-623A	4X2 SD R/C XLT, 142", 6.2L V8, 6-SPD AUTO	\$ 40,925.00	\$ 24,984.00
	F3C-623A	4X2 SD R/C XLT, 142", 6.7L DIESEL, 6-SPD AUTO	\$ 49,720.00	\$ 32,688.00
	F3D-620A	4X4 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO	\$ 40,550.00	\$ 25,542.00
	F3D-620A	4X4 SD R/C XL, 142", 6.7L DIESEL, 6-SPD AUTO	\$ 49,355.00	\$ 33,246.00
	F3D-623A	4X4 SD R/C XLT, 142", 6.2L V8, 6-SPD AUTO	\$ 44,040.00	\$ 28,084.00
	F3D-623A	4X4 SD R/C XLT, 142", 6.7L DIESEL, 6-SPD AUTO	\$ 52,805.00	\$ 35,788.00
	X3C-620A	4X2 S/C XL, 164", 6.2L V8, 6-SPD AUTO	\$ 40,930.00	\$ 25,851.00
	X3C-620A	4X2 S/C XL, 164", 6.7L DIESEL, 6-SPD AUTO	\$ 49,725.00	\$ 33,555.00
	X3C-623A	4X2 S/C XLT, 164", 6.2L V8, 6-SPD AUTO	\$ 43,855.00	\$ 27,954.00
	X3C-623A	4X2 S/C XLT, 164", 6.7L DIESEL, 6-SPD AUTO	\$ 52,650.00	\$ 35,658.00
	X3C-623A	4X4 S/C XL, 164", 6.2L V8, 6-SPD AUTO	\$ 44,040.00	\$ 28,547.00
	X3C-623A	4X4 S/C XL, 164", 6.7L DIESEL, 6-SPD AUTO	\$ 52,835.00	\$ 36,251.00
	X3D-623A	4X4 S/C XLT, 164", 6.2L V8, 6-SPD AUTO	\$ 48,945.00	\$ 31,458.00
	X3D-623A	4X4 S/C XLT, 164", 6.7L DIESEL, 6-SPD AUTO	\$ 55,740.00	\$ 39,162.00
	W3C-620A	4X2 CREW/C XL, 176", 6.2L V8, 6-SPD AUTO	\$ 42,400.00	\$ 27,536.00
	W3C-620A	4X2 CREW/C XL, 176", 6.7L DIESEL, 6-SPD AUTO	\$ 51,195.00	\$ 35,240.00
	W3C-623A	4X2 CREW/C XLT, 176", 6.2L V8, 6-SPD AUTO	\$ 45,685.00	\$ 29,959.00
	W3C-623A	4X2 CREW/C XLT, 176", 6.7L DIESEL, 6-SPD AUTO	\$ 54,480.00	\$ 37,663.00
	W3D-620A	4X4 CREW/C XL, 176", 6.2L V8, 6-SPD AUTO	\$ 45,485.00	\$ 30,036.00
	W3D-620A	4X4 CREW/C XL, 176", 6.7L DIESEL, 6-SPD AUTO	\$ 54,280.00	\$ 37,740.00
	W3D-623A	4X4 CREW/C XLT, 176", 6.2L GAS, 6-SPD AUTO	\$ 48,775.00	\$ 32,464.00
	W3D-623A	4X4 CREW/C XLT, 176", 6.7L DIESEL, 6-SPD AUTO	\$ 57,570.00	\$ 40,168.00
	W4D-670A	4X4 CREW XL TRIM 176" DIESEL, AUTOMATIC	\$ 57,250.00	\$ 44,010.00
	W4D-673A	4X4 CREW XLT TRIM 176" DIESEL, AUTOMATIC	\$ 60,550.00	\$ 47,112.00

Model	Model Number	DeScription	MSRP	State Government Fleet Price (2 Years Fixed Pricing) Regions 1 - 4
F-350 CHASSIS CAB - SRW	Lt. Truck			
	F3E-630A	4X2 CHAS/C XL, 145", 6.2L V8, 6-SPD AUTO	\$ 36,470.00	\$ 26,336.00
	F3E-630A	4X2 CHAS/C XL, 145", 6.7L DIESEL, 6-SPD AUTO	\$ 45,265.00	\$ 34,040.00
	F3E-633A	4X2 CHAS/C XLT, 141", 6.2L V8, 6-SPD AUTO	\$ 38,205.00	\$ 24,396.00
	F3E-633A	4X2 CHAS/C XLT, 145", 6.7L DIESEL, 6-SPD AUTO	\$ 47,000.00	\$ 32,100.00
	F3F-630A	4X4 CHAS/C XL, 145", 6.2L V8, 6-SPD AUTO	\$ 40,155.00	\$ 28,966.00
	F3F-630A	4X4 CHAS/C XL, 145", 6.7L DIESEL, 6-SPD AUTO	\$ 48,950.00	\$ 36,670.00
	F3F-633A	4X4 CHAS/C XLT, 145", 6.2L V8, 6-SPD AUTO	\$ 50,685.00	\$ 27,026.00
	F3F-633A	4X4 CHAS/C XLT, 145", 6.7L DIESEL, 6-SPD AUTO	\$ 41,890.00	\$ 34,730.00
	X3E-630A	4X2 S/C XL, 168", 6.2L V8, 6-SPD AUTO	\$ 38,755.00	\$ 28,414.00
	X3E-630A	4X2 S/C XL, 168", 6.7L DIESEL, 6-SPD AUTO	\$ 47,550.00	\$ 36,118.00
	X3E-633A	4X2 S/C XLT, 168", 6.2L V8, 6-SPD AUTO	\$ 40,750.00	\$ 26,230.00
	X3E-633A	4X2 S/C XLT, 168", 6.7L DIESEL, 6-SPD AUTO	\$ 49,545.00	\$ 33,934.00
	X3F-630A	4X4 S/C XL, 168", 6.2L V8, 6-SPD AUTO	\$ 42,440.00	\$ 31,644.00
	X3F-630A	4X4 S/C XL, 168", 6.7L DIESEL, 6-SPD AUTO	\$ 51,235.00	\$ 39,348.00
	X3F-633A	4X4 S/C XLT, 168", 6.2L V8, 6-SPD AUTO	\$ 44,520.00	\$ 29,532.00
	X3F-633A	4X4 S/C XLT, 168", 6.7L DIESEL, 6-SPD AUTO	\$ 53,315.00	\$ 37,236.00
	W3E-630A	4X2 CREW XL, 179", 6.2L V8, 6-SPD AUTO	\$ 39,830.00	\$ 29,353.00
	W3E-630A	4X2 CREW XL, 179", 6.7L DIESEL, 6-SPD AUTO	\$ 48,625.00	\$ 37,057.00
	W3E-633A	4X2 CREW XLT, 179", 6.2L V8, 6-SPD AUTO	\$ 42,465.00	\$ 27,733.00
	W3E-633A	4X2 CREW XLT, 179", 6.7L DIESEL, 6-SPD AUTO	\$ 51,260.00	\$ 35,437.00
	W3F-630A	4X4 CREW XL, 179", 6.2L V8, 6-SPD AUTO	\$ 43,515.00	\$ 31,981.00
	W3F-630A	4X4 CREW XL, 179", 6.7L DIESEL, 6-SPD AUTO	\$ 52,310.00	\$ 39,685.00
	W3F-633A	4X4 CREW XLT, 179", 6.2L V8, 6-SPD AUTO	\$ 46,150.00	\$ 30,363.00
	W3F-633A	4X4 CREW XLT, 179", 6.7L DIESEL, 6-SPD AUTO	\$ 54,945.00	\$ 38,067.00
F-350 CHASSIS CAB - DRW	Lt. Truck			
	F3G-640A	4X2 CHAS/C XL, 145", 6.2L V8, 6-SPD AUTO	\$ 37,635.00	\$ 26,033.00
	F3G-640A	4X2 CHAS/C XL, 145", 6.7L DIESEL, 6-SPD AUTO	\$ 46,440.00	\$ 33,746.00
	F3G-640A	4X2 CHAS/C XL, 169", 6.2L V8, 6-SPD AUTO	\$ 37,810.00	\$ 26,166.00
	F3G-640A	4X2 CHAS/C XL, 169", 6.7L DIESEL, 6-SPD AUTO	\$ 46,615.00	\$ 33,899.00
	F3G-643A	4X2 CHAS/C XLT, 145", 6.2L V8, 6-SPD AUTO	\$ 39,370.00	\$ 26,020.00
	F3G-643A	4X2 CHAS/C XLT, 145", 6.7L DIESEL, 6-SPD AUTO	\$ 48,175.00	\$ 33,733.00
	F3G-643A	4X2 CHAS/C XLT, 169", 6.2L V8, 6-SPD AUTO	\$ 39,545.00	\$ 26,173.00
	F3G-643A	4X2 CHAS/C XLT, 169", 6.7L DIESEL, 6-SPD AUTO	\$ 48,350.00	\$ 33,886.00
	F3H-640A	4X2 CHAS/C XL, 145", 6.2L V8, 6-SPD AUTO	\$ 41,295.00	\$ 30,540.00
	F3H-640A	4X2 CHAS/C XL, 145", 6.7L DIESEL, 6-SPD AUTO	\$ 50,100.00	\$ 38,253.00
	F3H-640A	4X2 CHAS/C XL, 169", 6.2L V8, 6-SPD AUTO	\$ 41,475.00	\$ 29,998.00
	F3H-640A	4X2 CHAS/C XL, 169", 6.7L DIESEL, 6-SPD AUTO	\$ 50,280.00	\$ 37,711.00
	F3H-640A	4X2 CHAS/C XLT, 145", 6.2L V8, 6-SPD AUTO	\$ 42,940.00	\$ 29,950.00
	F3H-640A	4X2 CHAS/C XLT, 145", 6.7L DIESEL, 6-SPD AUTO	\$ 51,745.00	\$ 37,663.00
	F3H-640A	4X2 CHAS/C XLT, 169", 6.2L V8, 6-SPD AUTO	\$ 43,120.00	\$ 30,108.00
	F3H-640A	4X2 CHAS/C XLT, 169", 6.7L DIESEL, 6-SPD AUTO	\$ 51,925.00	\$ 37,821.00
	X3G-640A	4X2 S/C XL, 168", 6.2L V8, 6-SPD AUTO	\$ 39,920.00	\$ 29,938.00
	X3G-640A	4X2 S/C XL, 168", 6.7L DIESEL, 6-SPD AUTO	\$ 48,725.00	\$ 37,651.00
	X3G-643A	4X2 S/C XLT, 168", 6.2L V8, 6-SPD AUTO	\$ 42,000.00	\$ 29,726.00
	X3G-643A	4X2 S/C XL, 168", 6.7L DIESEL, 6-SPD AUTO	\$ 50,805.00	\$ 37,439.00
	X3H-640A	4X2 S/C XL, 168", 6.2L V8, 6-SPD AUTO	\$ 43,705.00	\$ 33,252.00
	X3H-640A	4X2 S/C XL, 168", 6.7L DIESEL, 6-SPD AUTO	\$ 52,510.00	\$ 40,965.00
	X3H-643A	4X2 S/C XLT, 168", 6.2L V8, 6-SPD AUTO	\$ 45,785.00	\$ 33,040.00
	X3H-643A	4X2 S/C XL, 168", 6.7L DIESEL, 6-SPD AUTO	\$ 54,590.00	\$ 40,753.00
	W3G-640A	4X2 CREW XL, 179", 6.2L V8, 6-SPD AUTO	\$ 40,995.00	\$ 29,675.00
	W3G-640A	4X2 CREW XL, 179", 6.7L DIESEL, 6-SPD AUTO	\$ 49,800.00	\$ 37,388.00
	W3G-643A	4X2 CREW XLT, 179", 6.2L V8, 6-SPD AUTO	\$ 43,030.00	\$ 29,957.00
	W3G-643A	4X2 CREW XLT, 179", 6.7L DIESEL, 6-SPD AUTO	\$ 52,435.00	\$ 37,670.00
	W3H-640A	4X2 CREW XL, 179", 6.2L V8, 6-SPD AUTO	\$ 44,780.00	\$ 32,190.00
	W3H-640A	4X2 CREW XL, 179", 6.7L DIESEL, 6-SPD AUTO	\$ 53,585.00	\$ 39,903.00
	W3H-643A	4X2 CREW XLT, 179", 6.2L V8, 6-SPD AUTO	\$ 47,415.00	\$ 32,471.00
	W3H-643A	4X2 CREW XLT, 179", 6.7L DIESEL, 6-SPD AUTO	\$ 56,220.00	\$ 40,724.00

State of Tennessee (State)

FORD - 2018/2019 Model Year Fleet (2 Year Fixed) Pricing

Dealer: TT of Murfreesboro F (dba Ford of Murfreesboro)

Contract# 56446

Model	Model Number	DeScription	MSRP	State Government Fleet Price (2 Years Fixed Pricing) Regions 1-4
F-450 Chassis Cab	Lt Duty			
	F4G-650A	4x2 CHAS/C w/ 145' 6.8L V10 6-SPD AUTO	\$ 40,760.00	\$ 31,593.00
	F4G-650A	4x2 CHAS/C w/ 145' 6.7L DIESEL 6-SPD AUTO	\$ 48,455.00	\$ 39,203.00
	F4G-650A	4x2 CHAS/C w/ 169' 6.8L V10 6-SPD AUTO	\$ 40,850.00	\$ 31,742.00
	F4G-650A	4x2 CHAS/C w/ 169' 6.7L DIESEL 6-SPD AUTO	\$ 48,635.00	\$ 39,352.00
	F4G-650A	4x2 CHAS/C w/ 193 6.8L V10 6-SPD AUTO	\$ 41,125.00	\$ 31,895.00
	F4G-650A	4x2 CHAS/C w/ 193' 6.7L DIESEL 6-SPD AUTO	\$ 49,810.00	\$ 39,505.00
	F4G-650A	4x2 CHAS/C w/ 205' 6.8L V10 6-SPD AUTO	\$ 41,305.00	\$ 32,053.00
	F4G-650A	4x2 CHAS/C w/ 205' 6.7L DIESEL 6-SPD AUTO	\$ 49,990.00	\$ 39,663.00
	F4G-653A	4x2 CHAS/C XLT 145' 6.8L V10 6-SPD AUTO	\$ 42,515.00	\$ 30,680.00
	F4G-653A	4x2 CHAS/C XLT 145' 6.7L DIESEL 6-SPD AUTO	\$ 51,200.00	\$ 38,290.00
	F4G-653A	4x2 CHAS/C XLT 169' 6.8L V10 6-SPD AUTO	\$ 42,690.00	\$ 30,833.00
	F4G-653A	4x2 CHAS/C XLT 169' 6.7L DIESEL 6-SPD AUTO	\$ 51,375.00	\$ 38,443.00
	F4G-653A	4x2 CHAS/C XLT193 6.8L V10 6-SPD AUTO	\$ 42,870.00	\$ 30,991.00
	F4G-653A	4x2 CHAS/C XLT 193' 6.7L DIESEL 6-SPD AUTO	\$ 51,555.00	\$ 38,601.00
	F4G-653A	4x2 CHAS/C XLT 205' 6.8L V10 6-SPD AUTO	\$ 43,040.00	\$ 31,140.00
	F4G-653A	4x2 CHAS/C XLT 205' 6.7L DIESEL 6-SPD AUTO	\$ 51,725.00	\$ 38,750.00
	F4H-650A	4x4 CHAS/C w/ 145' 6.8L V10 6-SPD AUTO	\$ 43,675.00	\$ 34,833.00
	F4H-650A	4x4 CHAS/C w/ 145' 6.7L DIESEL 6-SPD AUTO	\$ 52,545.00	\$ 42,601.00
	F4H-650A	4x4 CHAS/C w/ 169' 6.8L V10 6-SPD AUTO	\$ 43,850.00	\$ 34,986.00
	F4H-650A	4x4 CHAS/C w/ 169' 6.7L DIESEL 6-SPD AUTO	\$ 52,720.00	\$ 42,754.00
	F4H-650A	4x4 CHAS/C w/ 193 6.8L V10 6-SPD AUTO	\$ 44,025.00	\$ 35,141.00
	F4H-650A	4x4 CHAS/C w/ 193' 6.7L DIESEL 6-SPD AUTO	\$ 52,895.00	\$ 42,909.00
	F4H-650A	4x4 CHAS/C w/ 205' 6.8L V10 6-SPD AUTO	\$ 44,200.00	\$ 35,294.00
	F4H-650A	4x4 CHAS/C w/ 205' 6.7L DIESEL 6-SPD AUTO	\$ 53,070.00	\$ 42,362.00
	F4H-653A	4x4 CHAS/C XLT 145' 6.8L V10 6-SPD AUTO	\$ 45,415.00	\$ 33,224.00
	F4H-653A	4x4 CHAS/C XLT 145' 6.7L DIESEL 6-SPD AUTO	\$ 54,285.00	\$ 40,992.00
	F4H-653A	4x4 CHAS/C XLT 169' 6.8L V10 6-SPD AUTO	\$ 45,590.00	\$ 33,378.00
	F4H-653A	4x4 CHAS/C XLT 169' 6.7L DIESEL 6-SPD AUTO	\$ 54,460.00	\$ 41,146.00
	F4H-653A	4x4 CHAS/C XLT193 6.8L V10 6-SPD AUTO	\$ 45,765.00	\$ 33,531.00
	F4H-653A	4x4 CHAS/C XLT 193' 6.7L DIESEL 6-SPD AUTO	\$ 54,635.00	\$ 41,299.00
	F4H-653A	4x4 CHAS/C XLT 205' 6.8L V10 6-SPD AUTO	\$ 45,940.00	\$ 33,685.00
	F4H-653A	4x4 CHAS/C XLT 205' 6.7L DIESEL 6-SPD AUTO	\$ 54,810.00	\$ 41,453.00
	X4G-650A	4x2 S/C XL 168' 6.8L V10 6-SPD AUTO	\$ 43,065.00	\$ 33,598.00
	X4G-650A	4x2 S/C XL 168' 6.7L DIESEL 6-SPD AUTO	\$ 51,570.00	\$ 41,208.00
	X4G-650A	4x2 S/C XL 192' 6.8L V10 6-SPD AUTO	\$ 43,240.00	\$ 33,751.00
	X4G-650A	4x2 S/C XL 192' 6.7L DIESEL 6-SPD AUTO	\$ 51,295.00	\$ 41,361.00
	X4G-653A	4x2 S/C XLT 168' 6.8L V10 6-SPD AUTO	\$ 45,145.00	\$ 32,986.00
	X4G-653A	4x2 S/C XLT 168' 6.7L DIESEL 6-SPD AUTO	\$ 53,870.00	\$ 40,596.00
	X4G-653A	4x2 S/C XLT 192' 6.8L V10 6-SPD AUTO	\$ 45,230.00	\$ 33,140.00
	X4G-653A	4x2 S/C XLT 192' 6.7L DIESEL 6-SPD AUTO	\$ 54,005.00	\$ 40,750.00
	X4H-650A	4x4 S/C XL 168' 6.8L V10 6-SPD AUTO	\$ 46,595.00	\$ 37,369.00
	X4H-650A	4x4 S/C XL 168' 6.7L DIESEL 6-SPD AUTO	\$ 55,175.00	\$ 44,915.00
	X4H-650A	4x4 S/C XL 192' 6.8L V10 6-SPD AUTO	\$ 46,740.00	\$ 37,523.00
	X4H-650A	4x4 S/C XL 192' 6.7L DIESEL 6-SPD AUTO	\$ 55,350.00	\$ 45,059.00
	X4H-653A	4x4 S/C XLT 168' 6.8L V10 6-SPD AUTO	\$ 48,745.00	\$ 36,142.00
	X4H-653A	4x4 S/C XLT 168' 6.7L DIESEL 6-SPD AUTO	\$ 57,615.00	\$ 43,610.00
	X4H-653A	4x4 S/C XLT 192' 6.8L V10 6-SPD AUTO	\$ 48,920.00	\$ 36,295.00
	X4H-653A	4x4 S/C XLT 192' 6.7L DIESEL 6-SPD AUTO	\$ 57,790.00	\$ 44,064.00
	W4G-650A	4x2 CRV w/ 179' 6.8L V10 6-SPD AUTO	\$ 44,135.00	\$ 34,531.00
	W4G-650A	4x2 CRW w/ 179' 6.7L DIESEL 6-SPD AUTO	\$ 52,820.00	\$ 42,141.00
	W4G-650A	4x2 CRW w/ 203' 6.8L V10 6-SPD AUTO	\$ 44,315.00	\$ 34,689.00
	W4G-650A	4x2 CRW w/ 203' 6.7L DIESEL 6-SPD AUTO	\$ 53,000.00	\$ 42,299.00
	W4G-653A	4x2 CRV XLT 179' 6.8L V10 6-SPD AUTO	\$ 46,775.00	\$ 34,417.00
	W4G-653A	4x2 CRW XLT 179' 6.7L DIESEL 6-SPD AUTO	\$ 55,460.00	\$ 42,027.00
	W4G-653A	4x2 CRW XLT 203' 6.8L V10 6-SPD AUTO	\$ 46,945.00	\$ 34,566.00
	W4G-653A	4x2 CRW XLT 203' 6.7L DIESEL 6-SPD AUTO	\$ 55,630.00	\$ 42,166.00
	W4H-650A	4x4 CRW w/ 179' 6.8L V10 6-SPD AUTO	\$ 47,735.00	\$ 38,388.00
	W4H-650A	4x4 CRW w/ 179' 6.7L DIESEL 6-SPD AUTO	\$ 56,605.00	\$ 46,156.00
	W4H-650A	4x4 CRW w/ 203' 6.8L V10 6-SPD AUTO	\$ 47,910.00	\$ 38,541.00
	W4H-650A	4x4 CRW w/ 203' 6.7L DIESEL 6-SPD AUTO	\$ 56,780.00	\$ 46,309.00
	W4H-653A	4x4 CRW XLT 179' 6.8L V10 6-SPD AUTO	\$ 50,370.00	\$ 37,568.00
	W4H-653A	4x4 CRW XLT 179' 6.7L DIESEL 6-SPD AUTO	\$ 59,240.00	\$ 45,336.00
	W4H-653A	4x4 CRW XLT 203' 6.8L V10 6-SPD AUTO	\$ 50,550.00	\$ 37,727.00
	W4H-653A	4x4 CRW XLT 203' 6.7L DIESEL 6-SPD AUTO	\$ 59,420.00	\$ 45,495.00

State of Tennessee (State)

FORD - 2018/2019 Model Year Fleet (2 Year Fixed) Pricing

Dealer: TT of Murfreesboro F (dba Ford of Murfreesboro)

Contract# 56446

Model	Model Number	DeScription	MSRP	State Government Fleet Price (2 Years Fixed Pricing) Regions 1 - 4
F-550 Chassis Cab	LT Duty			
	F5G-660A	4x2 CHAS/C x1 145' 6.8L V10 6-SPD AUTO	\$ 41,875.00	\$ 32,554.00
	F5G-660A	4x2 CHAS/C x1 145' 6.7L DIESEL 6-SPD AUTO	\$ 50,550.00	\$ 40,164.00
	F5G-660A	4x2 CHAS/C x1 169' 6.8L V10 6-SPD AUTO	\$ 42,050.00	\$ 32,707.00
	F5G-660A	4x2 CHAS/C x1 169' 6.7L DIESEL 6-SPD AUTO	\$ 50,735.00	\$ 40,317.00
	F5G-660A	4x2 CHAS/C x1 193' 6.8L V10 6-SPD AUTO	\$ 42,225.00	\$ 32,861.00
	F5G-660A	4x2 CHAS/C x1 193' 6.7L DIESEL 6-SPD AUTO	\$ 50,910.00	\$ 40,471.00
	F5G-660A	4x2 CHAS/C x1 205' 6.8L V10 6-SPD AUTO	\$ 42,400.00	\$ 33,014.00
	F5G-660A	4x2 CHAS/C x1 205' 6.7L DIESEL 6-SPD AUTO	\$ 51,085.00	\$ 40,624.00
	F5G-663A	4x2 CHAS/C XLT 145' 6.8L V10 6-SPD AUTO	\$ 43,615.00	\$ 31,645.00
	F5G-663A	4x2 CHAS/C XLT 145' 6.7L DIESEL 6-SPD AUTO	\$ 52,300.00	\$ 39,255.00
	F5G-663A	4x2 CHAS/C XLT 169' 6.8L V10 6-SPD AUTO	\$ 43,750.00	\$ 31,799.00
	F5G-663A	4x2 CHAS/C XLT 169' 6.7L DIESEL 6-SPD AUTO	\$ 52,475.00	\$ 39,409.00
	F5G-663A	4x2 CHAS/C XLT 193' 6.8L V10 6-SPD AUTO	\$ 43,965.00	\$ 31,952.00
	F5G-663A	4x2 CHAS/C XLT 193' 6.7L DIESEL 6-SPD AUTO	\$ 52,650.00	\$ 39,562.00
	F5G-663A	4x2 CHAS/C XLT 205' 6.8L V10 6-SPD AUTO	\$ 44,140.00	\$ 32,105.00
	F5G-663A	4x2 CHAS/C XLT 205' 6.7L DIESEL 6-SPD AUTO	\$ 52,825.00	\$ 39,715.00
	F5H-660A	4x4 CHAS/C x1 145' 6.8L V10 6-SPD AUTO	\$ 44,780.00	\$ 35,803.00
	F5H-660A	4x4 CHAS/C x1 145' 6.7L DIESEL 6-SPD AUTO	\$ 53,650.00	\$ 43,571.00
	F5H-660A	4x4 CHAS/C x1 169' 6.8L V10 6-SPD AUTO	\$ 44,950.00	\$ 35,952.00
	F5H-660A	4x4 CHAS/C x1 169' 6.7L DIESEL 6-SPD AUTO	\$ 53,820.00	\$ 43,720.00
	F5H-660A	4x4 CHAS/C x1 193' 6.8L V10 6-SPD AUTO	\$ 45,125.00	\$ 36,105.00
	F5H-660A	4x4 CHAS/C x1 193' 6.7L DIESEL 6-SPD AUTO	\$ 53,995.00	\$ 43,873.00
	F5H-660A	4x4 CHAS/C x1 205' 6.8L V10 6-SPD AUTO	\$ 45,305.00	\$ 36,263.00
	F5H-660A	4x4 CHAS/C x1 205' 6.7L DIESEL 6-SPD AUTO	\$ 54,175.00	\$ 44,031.00
	F5H-663A	4x4 CHAS/C XLT 145' 6.8L V10 6-SPD AUTO	\$ 46,515.00	\$ 34,190.00
	F5H-663A	4x4 CHAS/C XLT 145' 6.7L DIESEL 6-SPD AUTO	\$ 55,385.00	\$ 41,958.00
	F5H-663A	4x4 CHAS/C XLT 169' 6.8L V10 6-SPD AUTO	\$ 46,690.00	\$ 34,343.00
	F5H-663A	4x4 CHAS/C XLT 169' 6.7L DIESEL 6-SPD AUTO	\$ 55,560.00	\$ 42,111.00
	F5H-663A	4x4 CHAS/C XLT 193' 6.8L V10 6-SPD AUTO	\$ 46,865.00	\$ 34,497.00
	F5H-663A	4x4 CHAS/C XLT 193' 6.7L DIESEL 6-SPD AUTO	\$ 55,735.00	\$ 42,265.00
	F5H-663A	4x4 CHAS/C XLT 205' 6.8L V10 6-SPD AUTO	\$ 47,040.00	\$ 34,650.00
	F5H-663A	4x4 CHAS/C XLT 205' 6.7L DIESEL 6-SPD AUTO	\$ 55,910.00	\$ 42,418.00
	X5G-660A	4x2 S/C XL 168' 6.8L V10 6-SPD AUTO	\$ 44,165.00	\$ 34,563.00
	X5G-660A	4x2 S/C XL 168' 6.7L DIESEL 6-SPD AUTO	\$ 52,850.00	\$ 42,173.00
	X5G-660A	4x2 S/C XL 192' 6.8L V10 6-SPD AUTO	\$ 44,340.00	\$ 34,717.00
	X5G-660A	4x2 S/C XL 192' 6.7L DIESEL 6-SPD AUTO	\$ 53,025.00	\$ 42,327.00
	X5G-663A	4x2 S/C XLT 168' 6.8L V10 6-SPD AUTO	\$ 46,245.00	\$ 33,951.00
	X5G-663A	4x2 S/C XLT 168' 6.7L DIESEL 6-SPD AUTO	\$ 54,930.00	\$ 41,561.00
	X5G-663A	4x2 S/C XLT 192' 6.8L V10 6-SPD AUTO	\$ 46,420.00	\$ 34,105.00
	X5G-663A	4x2 S/C XLT 192' 6.7L DIESEL 6-SPD AUTO	\$ 55,105.00	\$ 41,715.00
	X5H-660A	4x4 S/C XL 168' 6.8L V10 6-SPD AUTO	\$ 47,665.00	\$ 38,334.00
	X5H-660A	4x4 S/C XL 168' 6.7L DIESEL 6-SPD AUTO	\$ 56,535.00	\$ 46,102.00
	X5H-660A	4x4 S/C XL 192' 6.8L V10 6-SPD AUTO	\$ 47,840.00	\$ 38,488.00
	X5H-660A	4x4 S/C XL 192' 6.7L DIESEL 6-SPD AUTO	\$ 56,710.00	\$ 46,256.00
	X5H-663A	4x4 S/C XLT 168' 6.8L V10 6-SPD AUTO	\$ 49,745.00	\$ 37,023.00
	X5H-663A	4x4 S/C XLT 168' 6.7L DIESEL 6-SPD AUTO	\$ 58,615.00	\$ 44,791.00
	X5H-663A	4x4 S/C XLT 192' 6.8L V10 6-SPD AUTO	\$ 49,920.00	\$ 37,175.00
	X5H-663A	4x4 S/C XLT 192' 6.7L DIESEL 6-SPD AUTO	\$ 58,790.00	\$ 44,944.00
	W5G-660A	4x2 CRW x1 179' 6.8L V10 6-SPD AUTO	\$ 45,235.00	\$ 35,497.00
	W5G-660A	4x2 CRW x1 179' 6.7L DIESEL 6-SPD AUTO	\$ 53,920.00	\$ 43,107.00
	W5G-660A	4x2 CRW x1 203' 6.8L V10 6-SPD AUTO	\$ 45,410.00	\$ 35,650.00
	W5G-660A	4x2 CRW x1 203' 6.7L DIESEL 6-SPD AUTO	\$ 54,095.00	\$ 43,260.00
	W5G-663A	4x2 CRW XLT 179' 6.8L V10 6-SPD AUTO	\$ 47,870.00	\$ 35,377.00
	W5G-663A	4x2 CRW XLT 179' 6.7L DIESEL 6-SPD AUTO	\$ 56,555.00	\$ 42,987.00
	W5G-663A	4x2 CRW XLT 203' 6.8L V10 6-SPD AUTO	\$ 48,050.00	\$ 35,536.00
	W5G-663A	4x2 CRW XLT 203' 6.7L DIESEL 6-SPD AUTO	\$ 56,735.00	\$ 43,146.00
	W5H-660A	4x4 CRW x1 179' 6.8L V10 6-SPD AUTO	\$ 48,835.00	\$ 39,353.00
	W5H-660A	4x4 CRW x1 179' 6.7L DIESEL 6-SPD AUTO	\$ 57,705.00	\$ 47,121.00
	W5H-660A	4x4 CRW x1 203' 6.8L V10 6-SPD AUTO	\$ 49,015.00	\$ 39,511.00
	W5H-660A	4x4 CRW x1 203' 6.7L DIESEL 6-SPD AUTO	\$ 57,885.00	\$ 47,279.00
	W5H-663A	4x4 CRW XLT 179' 6.8L V10 6-SPD AUTO	\$ 51,475.00	\$ 38,538.00
	W5H-663A	4x4 CRW XLT 179' 6.7L DIESEL 6-SPD AUTO	\$ 60,345.00	\$ 46,306.00
	W5H-663A	4x4 CRW XLT 203' 6.8L V10 6-SPD AUTO	\$ 51,645.00	\$ 38,687.00
	W5H-663A	4x4 CRW XLT 203' 6.7L DIESEL 6-SPD AUTO	\$ 60,515.00	\$ 46,455.00
TRANSIT CONNECT	Van			
	E6E-100A	XL, CARGO VAN, SHORT WHEELBASE, LIFTGATE	\$ 24,635.00	\$ 20,860.00
	S6E-100A	XL, CARGO VAN, SHORT WHEELBASE, CARGO DOORS	\$ 24,635.00	\$ 20,860.00
	E7E-100A	XL, CARGO VAN, LONG WHEELBASE, LIFTGATE	\$ 25,635.00	\$ 21,748.00
	S7E-100A	XL, CARGO VAN, LONG WHEELBASE, CARGO DOORS	\$ 25,635.00	\$ 21,748.00
	E6F-110A	XLT, VAN, SHORT WHEELBASE, LIFTGATE	\$ 27,015.00	\$ 21,469.00
	S6F-110A	XLT, VAN, SHORT WHEELBASE, CARGO DOORS	\$ 27,015.00	\$ 21,469.00
	E7F-110A	XLT, VAN, LONG WHEELBASE, LIFTGATE	\$ 28,015.00	\$ 22,357.00
	S7F-110A	XLT, VAN, LONG WHEELBASE, CARGO DOORS	\$ 28,015.00	\$ 22,357.00
	E9E-200A	XL, WAGON, LONG WHEELBASE, LIFTGATE	\$ 27,320.00	\$ 23,243.00
	S9E-200A	XL, WAGON, LONG WHEELBASE, CARGO DOORS	\$ 27,320.00	\$ 23,243.00
	E8F-210A	XLT, WAGON, SHORT WHEELBASE, LIFTGATE	\$ 27,710.00	\$ 22,629.00
	S8F-210A	XLT, WAGON, SHORT WHEELBASE, CARGO DOORS	\$ 27,710.00	\$ 22,629.00
	E9F-210A	XLT, WAGON, LONG WHEELBASE, LIFTGATE	\$ 29,710.00	\$ 25,350.00
	S9F-210A	XLT, WAGON, LONG WHEELBASE, CARGO DOORS	\$ 29,710.00	\$ 25,350.00

Model	Model Number	Description	MSRP	State Government Fleet Price (2 Years Fixed Pricing) Regions 1 - 4
TRANSIT 150	Van			
	E1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$ 34,300.00	\$ 21,570.00
	E1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 35,165.00	\$ 22,365.00
	E1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.2L DIESEL, AUTO	\$ 38,295.00	\$ 23,476.00
	E1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.7L V-6 AUTO	\$ 34,315.00	\$ 21,587.00
	E1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 36,180.00	\$ 22,382.00
	E1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.2L DIESEL AUTO	\$ 38,310.00	\$ 23,493.00
	E9Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$ 35,150.00	\$ 23,116.00
	E9Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 37,815.00	\$ 23,906.00
	E9Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.2L DIESEL, AUTO	\$ 39,145.00	\$ 24,222.00
	E2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.7L V-6 AUTO	\$ 35,300.00	\$ 23,248.00
	E2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 37,165.00	\$ 24,038.00
	E2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.2L DIESEL AUTO	\$ 39,295.00	\$ 24,354.00
	E1C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.7L V-6, AUTO	\$ 34,770.00	\$ 24,182.00
	E1C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.5L ECOBOOST, AUTO	\$ 36,635.00	\$ 24,977.00
	E1C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.2L DIESEL, AUTO	\$ 38,765.00	\$ 26,088.00
	E1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$ 35,420.00	\$ 24,753.00
	E1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$ 37,285.00	\$ 25,548.00
	E1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.2L DIESEL, AUTO	\$ 39,415.00	\$ 26,659.00
	E2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.7L V-6 AUTO	\$ 36,470.00	\$ 25,674.00
	E2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 38,335.00	\$ 26,469.00
	E2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.2L DIESEL AUTO	\$ 40,465.00	\$ 27,580.00
	E2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$ 37,120.00	\$ 26,645.00
	E2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$ 38,982.00	\$ 27,835.00
	E2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.2L DIESEL, AUTO	\$ 41,115.00	\$ 28,151.00
	K1Z-301A	LOW ROOF, WAGON XL, SWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$ 37,180.00	\$ 24,894.00
	K1Z-301A	LOW ROOF, WAGON XL, SWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 39,045.00	\$ 25,048.00
	K1Y-301A	LOW ROOF, WAGON XL,SWB SLIDING DOOR, 3.7L V-6 AUTO	\$ 37,330.00	\$ 25,025.00
	K1Y-301A	LOW ROOF, WAGON XL,SWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 39,195.00	\$ 25,815.00
	K1C-301A	MEDIUM ROOF, WAGON XL, SWB, SLIDING DOORS 3.7L V-6, AUTO	\$ 38,780.00	\$ 26,498.00
	K1C-301A	MEDIUM ROOF, WAGON XL, SWB, SLIDING DOORS 3.5L ECOBOOST, AUTO	\$ 40,645.00	\$ 29,288.00
	K1Z-302A	LOW ROOF, WAGON XLT, SWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$ 38,745.00	\$ 25,462.00
	K1Z-302A	LOW ROOF, WAGON XLT, SWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 40,615.00	\$ 26,257.00
	K1Y-302A	LOW ROOF, WAGON XLT,SWB SLIDING DOOR, 3.7L V-6 AUTO	\$ 38,895.00	\$ 25,593.00
	K1Y-302A	LOW ROOF, WAGON XLT,SWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 40,760.00	\$ 26,388.00
	K1C-302A	MEDIUM ROOF, WAGON XLT,SWB SLIDING DOOR, 3.7L V-6 AUTO	\$ 40,345.00	\$ 29,066.00
	K1C-302A	MEDIUM ROOF, WAGON XLT,SWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 42,210.00	\$ 29,861.00
TRANSIT 250	Van			
	R1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$ 35,250.00	\$ 22,404.00
	R1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 37,115.00	\$ 23,199.00
	R1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.2L DIESEL, AUTO	\$ 39,245.00	\$ 24,010.00
	R1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.7L V-6 AUTO	\$ 35,400.00	\$ 22,535.00
	R1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 37,265.00	\$ 23,330.00
	R1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.2L DIESEL AUTO	\$ 39,395.00	\$ 24,141.00
	R2Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$ 36,100.00	\$ 23,950.00
	R2Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 37,965.00	\$ 24,740.00
	R2Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.2L DIESEL, AUTO	\$ 40,095.00	\$ 25,761.00
	R2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.7L V-6 AUTO	\$ 36,250.00	\$ 24,082.00
	R2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 38,115.00	\$ 24,872.00
	R2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.2L DIESEL AUTO	\$ 40,245.00	\$ 25,893.00
	R1C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.7L V-6, AUTO	\$ 35,270.00	\$ 25,016.00
	R1C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.5L ECOBOOST, AUTO	\$ 37,585.00	\$ 25,811.00
	R1C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.2L DIESEL, AUTO	\$ 39,715.00	\$ 26,622.00
	R1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$ 36,370.00	\$ 25,586.00
	R1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$ 38,235.00	\$ 26,381.00
	R1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.2L DIESEL, AUTO	\$ 40,365.00	\$ 27,192.00
	R2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.7L V-6 AUTO	\$ 37,420.00	\$ 27,308.00
	R2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 40,285.00	\$ 28,098.00
	R2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.2L DIESEL AUTO	\$ 41,415.00	\$ 28,414.00
	R2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$ 38,070.00	\$ 27,078.00
	R2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$ 39,935.00	\$ 27,873.00
	R2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.2L DIESEL, AUTO	\$ 42,065.00	\$ 28,984.00
	R2X-101A	HIGH ROOF, CARGO,LWB, SLIDING DOOR, 3.7L V-6 AUTO	\$ 39,570.00	\$ 28,394.00
	R2X-101A	HIGH ROOF, CARGO,LWB, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 41,435.00	\$ 29,189.00
	R2X-101A	HIGH ROOF, CARGO,LWB, SLIDING DOOR, 3.2L DIESEL AUTO	\$ 43,565.00	\$ 30,200.00
	R2U-101A	HIGH ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$ 40,220.00	\$ 28,965.00
	R2U-101A	HIGH ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$ 42,085.00	\$ 29,760.00
	R2U-101A	HIGH ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.2L DIESEL, AUTO	\$ 44,215.00	\$ 30,771.00
	R3X-101A	HIGH ROOF, CARGO,LWB EL, SLIDING DOOR, 3.7L V-6 AUTO	\$ 40,870.00	\$ 28,535.00
	R3X-101A	HIGH ROOF, CARGO,LWB EL, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 42,735.00	\$ 29,765.00
	R3X-101A	HIGH ROOF, CARGO,LWB EL, SLIDING DOOR, 3.2L DIESEL AUTO	\$ 44,865.00	\$ 31,141.00
	R3U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$ 41,520.00	\$ 29,106.00
	R3U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$ 43,385.00	\$ 30,696.00
	R3U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING DOORS 3.2L DIESEL, AUTO	\$ 45,515.00	\$ 31,012.00
	R5P-501A	CUTAWAY, SWB, 3.7L V-6 AUTO	\$ 30,125.00	\$ 20,118.00
	R5P-501A	CUTAWAY, SWB, 3.2L DIESEL AUTO	\$ 34,120.00	\$ 21,324.00
	R7P-501A	CUTAWAY, LWB, 3.7L V-6 AUTO	\$ 28,780.00	\$ 18,946.00
	R7P-501A	CUTAWAY, LWB, 3.2L DIESEL AUTO	\$ 32,785.00	\$ 20,152.00

Model	Model Number	DeScription	MSRP	State Government Fleet Price (2 Years Fixed Pricing) Regions 1 -4
TRANSIT 350	Van			
	W1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$ 37,305.00	\$ 24,207.00
	W1Z-101A	LOW ROOF,CARGO, SWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 39,170.00	\$ 25,002.00
	W1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.7L V-6 AUTO	\$ 37,455.00	\$ 24,338.00
	W1Y-101A	LOW ROOF, CARGO,SWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 39,320.00	\$ 25,133.00
	W2Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$ 38,155.00	\$ 25,753.00
	W2Z-101A	LOW ROOF,CARGO, LWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 40,020.00	\$ 26,543.00
	W2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.7L V-6 AUTO	\$ 38,305.00	\$ 25,884.00
	W2Y-101A	LOW ROOF, CARGO,LWB SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 40,170.00	\$ 26,674.00
	W9C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.7L V-6, AUTO	\$ 38,670.00	\$ 26,913.00
	W9C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.5L ECOBOOST, AUTO	\$ 39,835.00	\$ 27,703.00
	W1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$ 37,620.00	\$ 26,684.00
	W1D-101A	MEDIUM ROOF, CARGO, SWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$ 39,485.00	\$ 27,479.00
	W2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.7L V-6 AUTO	\$ 38,670.00	\$ 26,405.00
	W2C-101A	MEDIUM ROOF, CARGO,LWB, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 40,535.00	\$ 29,195.00
	W2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.7L V-6, AUTO	\$ 39,320.00	\$ 28,175.00
	W2D-101A	MEDIUM ROOF, CARGO, LWB, DUAL SLIDING DOORS 3.5L ECOBOOST, AUTO	\$ 41,185.00	\$ 29,765.00
	W2X-101A	HIGH ROOF, CARGO, LWB, SLIDING DOOR, 3.7L AUTO	\$ 40,820.00	\$ 30,292.00
	W2X-101A	HIGH ROOF, CARGO, LWB, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 42,685.00	\$ 31,082.00
	W2U-101A	HIGH ROOF, CARGO,LWB DUAL SLIDING, 3.7I AUTO	\$ 41,470.00	\$ 30,053.00
	W3X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.7L AUTO	\$ 42,120.00	\$ 30,632.00
	W3X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 43,985.00	\$ 31,427.00
	W3X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.2L DIESEL AUTO	\$ 45,115.00	\$ 32,738.00
	W3U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING, 3.7L AUTO	\$ 42,770.00	\$ 31,202.00
	W3U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING, 3.5L ECOBOOST AUTO	\$ 44,635.00	\$ 31,997.00
	W3U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING, 3.2L DIESEL AUTO	\$ 46,765.00	\$ 33,308.00
	F4X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.7L AUTO DRW	\$ 42,360.00	\$ 30,843.00
	F4X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.5L ECOBOOST AUTO, DRW	\$ 44,225.00	\$ 31,638.00
	F4X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.2L DIESEL AUTO, DRW	\$ 46,355.00	\$ 32,949.00
	F4U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING DOOR, 3.7L AUTO DRW	\$ 43,010.00	\$ 31,413.00
	F4U-101A	HIGH ROOF, CARGO, LWB EL, dual SLIDING DOOR, 3.5L ECOBOOST AUTO, DRW	\$ 44,875.00	\$ 32,208.00
	F4U-101A	HIGH ROOF, CARGO, LWB EL, dual SLIDING DOOR, 3.2L DIESEL AUTO, DRW	\$ 47,005.00	\$ 33,519.00
	S4X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.7L AUTO DRW	\$ 42,710.00	\$ 31,150.00
	S4X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.5L ECOBOOST AUTO, DRW	\$ 44,575.00	\$ 31,945.00
	S4X-101A	HIGH ROOF, CARGO, LWB EL, SLIDING DOOR, 3.2L DIESEL AUTO, DRW	\$ 46,705.00	\$ 33,256.00
	S4U-101A	HIGH ROOF, CARGO, LWB EL, DUAL SLIDING DOOR, 3.7L AUTO DRW	\$ 43,360.00	\$ 31,720.00
	S4U-101A	HIGH ROOF, CARGO, LWB EL, dual SLIDING DOOR, 3.5L ECOBOOST AUTO, DRW	\$ 45,225.00	\$ 32,515.00
	S4U-101A	HIGH ROOF, CARGO, LWB EL, dual SLIDING DOOR, 3.2L DIESEL AUTO, DRW	\$ 47,355.00	\$ 33,826.00
	X2Z-301a	LOW ROOF, WAGON XL, LWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$ 40,830.00	\$ 27,287.00
	X2Z-301a	LOW ROOF, WAGON XL, LWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 42,695.00	\$ 28,092.00
	X2Z-301a	LOW ROOF, WAGON XL, LWB, 60/40 SIDE DOORS 3.2L DIESEL, AUTO	\$ 44,825.00	\$ 29,403.00
	X2Z-302a	LOW ROOF, WAGON XLT, LWB, 60/40 SIDE DOORS 3.7L V-6, AUTO	\$ 42,395.00	\$ 28,664.00
	X2Z-302a	LOW ROOF, WAGON XLT, LWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 44,260.00	\$ 29,459.00
	X2Z-302a	LOW ROOF, WAGON XLT, LWB, 60/40 SIDE DOORS 3.2L DIESEL, AUTO	\$ 46,390.00	\$ 30,770.00
	X2Y-301A	LOW ROOF, WAGON XL, LWB, SLIDING SIDE DOORS 3.7L V-6, AUTO	\$ 40,680.00	\$ 28,229.00
	X2Y-301A	LOW ROOF, WAGON XL, LWB, SLIDING SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 42,845.00	\$ 29,019.00
	X2Y-301A	LOW ROOF, WAGON XL, LWB, SLIDING SIDE DOORS 3.2L DIESEL, AUTO	\$ 44,975.00	\$ 30,235.00
	X2Y-302A	LOW ROOF, WAGON XLT, LWB, SLIDING SIDE DOORS 3.7L V-6, AUTO	\$ 42,545.00	\$ 28,796.00
	X2Y-302A	LOW ROOF, WAGON XLT, LWB, SLIDING SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 44,410.00	\$ 29,591.00
	X2Y-302A	LOW ROOF, WAGON XLT, LWB, SLIDING SIDE DOORS 3.2L DIESEL, AUTO	\$ 46,540.00	\$ 32,202.00
	X2C-301A	MED,WAGON XL, LWB, SLIDING SIDE DOORS 3.7L V-6, AUTO	\$ 42,430.00	\$ 31,701.00
	X2C-301A	MED,WAGON XL, LWB, SLIDING SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 44,295.00	\$ 32,491.00
	X2C-301A	MED,WAGON XL, LWB, SLIDING SIDE DOORS 3.2L DIESEL, AUTO	\$ 46,425.00	\$ 33,407.00
	X2C-302A	MED,WAGON XLT, LWB, SLIDING SIDE DOORS 3.7L V-6, AUTO	\$ 43,995.00	\$ 32,268.00
	X2C-302A	MED,WAGON XLT, LWB, SLIDING SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 45,860.00	\$ 33,458.00
	X2C-302A	MED,WAGON XLT, LWB, SLIDING SIDE DOORS 3.2L DIESEL, AUTO	\$ 47,990.00	\$ 34,674.00
	X2X-301A	HIGH ROOF,WAGON XL, LWB, SLIDING SIDE DOORS 3.7L V-6, AUTO	\$ 43,890.00	\$ 32,173.00
	X2X-301A	HIGH ROOF,WAGON XL, LWB, SLIDING SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 45,745.00	\$ 33,336.00
	X2X-301A	HIGH ROOF,WAGON XL, LWB, SLIDING SIDE DOORS 3.2L DIESEL, AUTO	\$ 47,875.00	\$ 34,779.00
	X2X-302A	HIGH ROOF,WAGON XLT, LWB, SLIDING SIDE DOORS 3.7L V-6, AUTO	\$ 45,445.00	\$ 33,414.00
	X2X-302A	HIGH ROOF,WAGON XLT, LWB, SLIDING SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 47,310.00	\$ 33,930.00
	X2X-302A	HIGH ROOF,WAGON XLT, LWB, SLIDING SIDE DOORS 3.2L DIESEL, AUTO	\$ 49,440.00	\$ 37,746.00
	U4X-301A	HIGH ROOF, HD EL WAGON LWB DRW w/ SLIDING DOOR, 3.7L AUTO	\$ 45,030.00	\$ 33,182.00
	U4X-301A	HIGH ROOF, HD EL WAGON LWB DRW w/ SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 46,940.00	\$ 34,011.00
	U4X-301A	HIGH ROOF, HD EL WAGON LWB DRW w/ SLIDING DOOR, 3.2L DIESEL AUTO	\$ 49,070.00	\$ 36,627.00
	U4X-302A	HIGH ROOF, HD EL WAGON LWB DRW XLT SLIDING DOOR, 3.7L AUTO	\$ 46,595.00	\$ 34,150.00
	U4X-302A	HIGH ROOF, HD EL WAGON LWB DRW XLT SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 48,505.00	\$ 35,379.00
	U4X-302A	HIGH ROOF, HD EL WAGON LWB DRW XLT SLIDING DOOR, 3.2L DIESEL AUTO	\$ 50,635.00	\$ 37,995.00
	W5P-501a	CUTAWAY, SRW, SWB, 3.7I AUTO	\$ 39,895.00	\$ 20,793.00
	W5P-501a	CUTAWAY, SRW, SWB, 3.2L DIESEL AUTO	\$ 34,890.00	\$ 24,199.00
	W7P-501A	CUTAWAY, SRW, LWB, 3.7I AUTO	\$ 31,095.00	\$ 20,969.00
	W7P-501A	CUTAWAY, SRW, LWB, 3.2L DIESEL AUTO	\$ 35,090.00	\$ 24,375.00
	F6P-501a	CUTAWAY, HD DRW, SWB, 3.7L AUTO	\$ 31,845.00	\$ 21,627.00
	F6P-501a	CUTAWAY, HD DRW, SWB, 3.2L DIESEL AUTO	\$ 35,840.00	\$ 25,033.00
	F8P-501A	CUTAWAY, HD DRW, LWB, 3.7L AUTO	\$ 32,295.00	\$ 22,022.00
	F8P-501A	CUTAWAY, HD DRW, LWB, 3.2L DIESEL AUTO	\$ 36,290.00	\$ 25,428.00
	F9P-501A	CUTAWAY, HD DRW, LWB EL, 3.7L AUTO	\$ 33,045.00	\$ 22,680.00
	F9P-501A	CUTAWAY, HD DRW, LWB EL, 3.2L DIESEL AUTO	\$ 37,040.00	\$ 26,086.00
	S6P-501A	CUTAWAY, HD DRW, SWB, 3.7L AUTO	\$ 32,100.00	\$ 21,851.00
	S6P-501A	CUTAWAY, HD DRW, SWB, 3.2L DIESEL AUTO	\$ 36,095.00	\$ 25,257.00
	S8P-501a	CUTAWAY, HD DRW, LWB, 3.7L AUTO	\$ 32,545.00	\$ 22,242.00
	S8P-501a	CUTAWAY, HD DRW, LWB, 3.2L DIESEL AUTO	\$ 36,540.00	\$ 25,648.00
	S9P-501a	CUTAWAY, HD DRW, LWB, 3.7L AUTO	\$ 33,295.00	\$ 22,899.00
	S9P-501a	CUTAWAY, HD DRW, LWB, 3.2L DIESEL AUTO	\$ 37,290.00	\$ 26,306.00

# Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

## SALES QUOTATION

Statewide Contract 209/56446

TO:

City of Murfreesboro - Police Dept.

Attn: Sam Campbell

DATE 1/2/2019

F.O.B.

TERMS 30 Days ARO

DELIVERY TBD

NUMBER MUR003

*We are pleased to quote you the following:*

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
W2Z	1	2019 Ford Transit 350 Low Roof Cargo Van 148 in. WB	\$25,753.00	\$25,753.00
OPTIONS	1	Additional Options	\$1,230.00	\$1,230.00
UPFIT	1	Aftermarket Upfit Equipment		
Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.				
Total Price			\$26,983.00	\$26,983.00

*We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.*



QUOTE SIGNED

January 2, 2019

DATE



Ford of Murfreesboro  
1550 N.W. Broad St., Murfreesboro, Tennessee,  
371291709  
Office: 888-505-4898  
Fax: 6158939730

**2019 Transit-350, Low Roof Cargo Van**  
Low Roof Cargo Van 147.6" WB Base(W2Z)  
Price Level: 920

## Selected Options

Code	Description	MSRP
<b>Base Vehicle</b>		
W2Z	Base Vehicle Price (W2Z)	\$37,020.00
<b>Packages</b>		
101A	Order Code 101A <i>Includes:</i> - Engine: 3.7L Ti-VCT V6 Includes SEIC capability. - 3.73 Axle Ratio - Transmission: 6-Speed Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - GVWR: 9,500 lbs - Tires: 235/65R16C AS BSW - Wheels: 16" Steel w/Black Center Hubcap - Pewter Vinyl Dual Bucket Seats Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest. - Vinyl Front Bucket Seats - Radio: AM/FM Stereo (18). Includes digital clock and audio input jack. - 4 Front Speakers No rear speakers.	N/C
<b>Powertrain</b>		
99M	Engine: 3.7L Ti-VCT V6 <i>Includes SEIC capability.</i> <i>Includes:</i> - 3.73 Axle Ratio	Included
446	Transmission: 6-Speed Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included
X73	3.73 Axle Ratio	Included
STDGV	GVWR: 9,500 lbs	Included
<b>Wheels &amp; Tires</b>		
STDTR	Tires: 235/65R16C AS BSW	Included
STDWL	Wheels: 16" Steel w/Black Center Hubcap	Included
<b>Seats &amp; Seat Trim</b>		
21G	Pewter Vinyl Dual Bucket Seats <i>Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest.</i>	Included
V	Vinyl Front Bucket Seats	Included
<b>Other Options</b>		
PAINT	Monotone Paint Application	STD



Ford of Murfreesboro  
1550 N.W. Broad St., Murfreesboro, Tennessee,  
371291709  
Office: 888-505-4898  
Fax: 6158939730

2019 Transit-350, Low Roof Cargo Van  
Low Roof Cargo Van 147.6" WB Base(W2Z)  
Price Level: 920

## Selected Options (cont'd)

Code	Description	MSRP
148WB	148" Wheelbase	STD
63C	Heavy-Duty Alternator 250 amp.	Included
153	Front License Plate Bracket	N/C
Standard in states requiring 2 license plates and optional to all other states.		
43R	Reverse Sensing System	\$295.00
17A	Fixed Rear-Door Glass	\$75.00
57G	Dr Controlled Fr/Rr Aux A/C & Heater <i>Heat distributed from rear of front-passenger seat. A/C distributed from rear of van.</i> <i>Includes:</i> <i>- Heavy-Duty Alternator</i> <i>250 amp.</i>	\$860.00
58U	Radio: AM/FM Stereo <i>(18). Includes digital clock and audio input jack.</i> <i>Includes:</i> <i>- 4 Front Speakers</i> <i>No rear speakers.</i>	Included
<b>Interior Colors</b>		
VK_01	Pewter	N/C
<b>Primary Colors</b>		
YZ_01	Oxford White	N/C
SUBTOTAL		\$38,250.00
Destination Charge		\$1,395.00
TOTAL		\$39,645.00

		<i>Selected Options</i>	MSRP
Exterior:Oxford White		STANDARD VEHICLE PRICE . . . . .	\$37,020.00
Interior:Pewter		Order Code 101A . . . . .	N/C
* Brake assistance		Engine: 3.7L Ti-VCT V6 . . . . .	Included
* LT 235/65R16 C BSW AS S-rated tires		Transmission: 6-Speed Automatic w/OD & SelectShift . . . . .	Included
* Advance Trac w/Roll Stability Control		3.73 Axle Ratio . . . . .	Included
* Tinted glass		GVWR: 9,500 lbs . . . . .	Included
* Dual power remote mirrors		Tires: 235/65R16C AS BSW . . . . .	Included
* 16 x 7 steel wheels		Wheels: 16" Steel w/Black Center Hubcap . . . . .	Included
* Driver and front passenger seat mounted side airbags		Pewter Vinyl Dual Bucket Seats . . . . .	Included
* Tachometer		Vinyl Front Bucket Seats . . . . .	Included
* Reclining front bucket seats		Monotone Paint Application . . . . .	STD
* Front axle capacity: 4130 lbs.		148" Wheelbase . . . . .	STD
* Front spring rating: 4130 lbs.		Radio: AM/FM Stereo . . . . .	Included
		4 Front Speakers . . . . .	Included
		Front License Plate Bracket . . . . .	N/C
		Dr Controlled Fr/Rr Aux A/C & Heater . . . . .	\$860.00
		Reverse Sensing System . . . . .	\$295.00
		Heavy-Duty Alternator . . . . .	Included
		Oxford White . . . . .	N/C
		Pewter . . . . .	N/C



**Hwy**  
N/A

and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability stem. See salesperson for the most current information.

---

Fixed Rear-Door Glass .....	\$75.00
<hr/>	
SUBTOTAL .....	\$38,250.00
Destination Charge .....	\$1,395.00
<hr/>	
TOTAL .....	\$39,645.00

and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability stem. See salesperson for the most current information.

## COUNCIL COMMUNICATION

Meeting Date: 01/17/19

---

**Item Title:** Purchase LEEDS Firearms/Tool Marks Comparison Microscope (LCF3)

**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

Council approval is needed to purchase a LEEDS Firearms and Tool Marks Comparison Microscope (LCF3) from Federal Equitable Funds.

### Staff Recommendation

Approve the purchase of LCF3 Microscope and related equipment

### Background Information

The total cost for the LCF3 and related equipment is \$62,765 which will be funded from the Federal Equitable Funds. The equipment will be purchased pursuant to the purchasing policy of the City of Murfreesboro using GSA Schedule contract (Contract No. GS-07F-097CA).

### Council Priorities Served

*Save and Livable Neighborhoods*

Provides Criminal Investigations staff with advanced technical capabilities in investigating violent crimes.

### Fiscal Impacts

No Fiscal Impact. If approved, the cost will be funded from the Federal Equitable Funds.

### Attachments:

1. GSA Contract
  2. Quote
-



**GENERAL SERVICES ADMINISTRATION  
FEDERAL ACQUISITION SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

**SCHEDULE TITLE:** 66 – Scientific Equipment and Services  
FSC Group: 6650

**CONTRACT NUMBER:** GS-07F-097CA

**CONTRACT PERIOD:** March 2, 2015 to March 1, 2020

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at [www.gsa.gov](http://www.gsa.gov)

**CONTRACTOR:** Leeds Precision Instruments, Inc  
17300 Medina Road  
Ste: 600  
Minneapolis, MN 55447-5639

Phone: 763-546-8575  
Fax: 763-546-4369  
Email: [tbarnett@leedsmicro.com](mailto:tbarnett@leedsmicro.com)  
[www.leedsmicro.com](http://www.leedsmicro.com)

**CONTRACTOR'S ADMINISTRATION  
SOURCE:**

Terri Barnett, Vice President  
Phone: 763-546-8575  
Email: [purchasing@leedsmicro.com](mailto:purchasing@leedsmicro.com)

Margaret Berdelman, Director of  
Marketing  
Phone: 763-546-8575  
Email: [mberdelman@leedsmicro.com](mailto:mberdelman@leedsmicro.com)

Kevin Boulay, Vice President  
Phone: 763-546-8575  
Email: [kboulay@leedsmicro.com](mailto:kboulay@leedsmicro.com)

**BUSINESS SIZE:** Small

**Socio-economic  
Indicators:** Small

Leeds Precision Instruments, Inc.  
17300 Medina Road, Suite 600  
Minneapolis, MN 55447 USA  
[www.leedsmicro.com](http://www.leedsmicro.com)

+1(763) 546-8575  
(800) 444-5333  
Fax: +1(763) 546-4369  
[sales@leedsmicro.com](mailto:sales@leedsmicro.com)



**CUSTOMER INFORMATION:**

**1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

<b>SIN</b>	<b>DESCRIPTION</b>
603 10	Microscopes: Metallographic, Multipurpose, & Electron

**1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**  
(Government net price based on a unit of one)

<u>SIN</u>	<u>MODEL</u>	<u>PRICE</u>
603 10 – RC	LCT-WE120012	\$0.45

**1c. HOURLY RATES: (Services Only) – Not applicable to this contract**

**2. MAXIMUM ORDER:** \$400,000.00 per SIN and \$400,000.00 per order

\*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

**3. MINIMUM ORDER: \$1.00**

**4. GEOGRAPHIC COVERAGE:** Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities

**5. POINT(S) OF PRODUCTION:** Minneapolis, MN 55447

**6. DISCOUNT FROM LIST PRICES:** All LFS (NIRC) & LSV Products: 5%  
from list



**All Other Products: 11% from list**

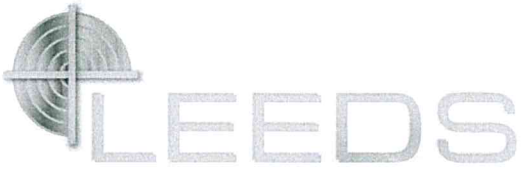
*For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price).*

*The current IFF is .75% and should be calculated as follows: Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: (\$100,000 / 0.9925) = \$100,755.67*

- 7. QUANTITY DISCOUNTS:** All LFS (NIRC) & LSV Products: 8% from list on 5 or more units  
All Other Products: 14% from list on 5 or more units
- 8. PROMPT PAYMENT TERMS:** Net 30
- 9a. Government Purchase Cards must be accepted at or below the micro-purchase threshold.**  
**9b. Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**
- 10. FOREIGN ITEMS:** None
- 11a. TIME OF DELIVERY:** 30-90 Days after receipt of order
- 11b. EXPEDITED DELIVERY:** Contact Leeds Precision Instruments, Inc for availability
- 11c. OVERNIGHT AND 2-DAY:** None Offered
- 11d. URGENT REQUIRMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 12. FOB POINT:** Destination
- 13a. ORDERING ADDRESS:** Same as contractor
- 13b. ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
- 14. PAYMENT ADDRESS:** Same



- 15. **WARRANTY PROVISION:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty
- 16. **EXPORT PACKING CHARGES:** None
- 17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**  
Contact Leeds
- 18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
- 19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
- 21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
- 22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
- 23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b. **Section 508 Compliance for EIT:** as applicable
- 25. **DUNS NUMBER:** 15 345 5167
- 26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.



17300 Medina Road, Suite 600  
Minneapolis, MN 55447 USA  
Phone: +1-763-546-8575  
Fax: +1-763-546-4369  
[www.leedsmicro.com](http://www.leedsmicro.com)

# Quotation

**prepared for**

**Murfreesboro Police Criminal Investigation  
Attention: Detective Phil Lloyd  
1004 N Highland Ave  
Murfreesboro, TN 37130**

Project Description:  
Leeds Firearms and Tool Marks Comparison Microscope (LCF3)

Quote Number: 78459, issued by Leeds Precision Instruments, Inc.  
This quote is valid from  
November 20, 2018 to February 28, 2019

Shipping Terms: FOB Destination  
Payment Terms: Net 30 (With Open Account)  
Delivery Terms: Will ship within 60 days of receipt of a Purchase Order

Respectfully submitted for Leeds Precision Instruments, Inc. by:

Jake Kurth, Co-Director of Sales, U.S. & Int'l.



17300 Medina Road, Suite 600  
 Minneapolis, MN 55447  
 Phone: 763-546-8575  
 Fax: 763-546-4369

**Quote #78459**

11/20/2018

**TO:**

MURFREESBORO POLICE CRIMINAL  
 INVESTIGATION  
 ATTN: DETECTIVE PHIL LLOYD  
 1004 N HIGHLAND AVE  
 MURFREESBORO, TN 37130

Payment Terms		Shipping Terms		Quote Valid Until	
Net 30		FOB DEST		2/28/2019	
Item #	Qty	U/M	Description	Price	Total
PROJECT DESCRIPTION: LEEDS FIREARMS AND TOOLMARKS COMPARISON MICROSCOPE (LCF3)					
GSA PRICING	1	ea	GSA Contract #GS-07F-097CA	0.00	0.00T
LCF3-OCU1.0	1	ea	LCF1600 optical system that includes the Leeds' comparison bridge designed with high-quality optics that provide a superior color balanced system, macrozoom optical bodies with 16:1 zoom ratio, and 1x plan apochromat objectives, with the following: - Zoom magnification range of 6x-102x - 14 Matched magnification click stop positions - 11 matched magnification positions between 6x and 56x - ISO 17025:2005 Accredited/NIST Traceable certificate of magnification matching . - 22mm Field Number (FN) - 10x eyepieces (pair) - 1X Plan Apochromat objective - Working distance (WD) 60mm - Numerical Aperture (NA) 0.15, super depth of focus - Upright unreversed image - Built-in aperture diaphragms - Images can be viewed as 100% right, 100% left, split, or superimposed image dividing-line controller is easily adjusted with one hand, allowing the examiner to sweep the dividing-line from right to left. Dividing line can be eliminated or adjusted to any desired line width. The same centrally located control allows any percentage of the right and left images to be superimposed as well.	28,175.11	28,175.11T

Respectfully submitted by: Jake Kurth, Co-Director of Sales, U.S. & International

Sales Tax (0.0%)

**Total** (USD)



17300 Medina Road, Suite 600  
 Minneapolis, MN 55447  
 Phone: 763-546-8575  
 Fax: 763-546-4369

**Quote #78459**

11/20/2018

**TO:**

MURFREESBORO POLICE CRIMINAL  
 INVESTIGATION  
 ATTN: DETECTIVE PHIL LLOYD  
 1004 N HIGHLAND AVE  
 MURFREESBORO, TN 37130

Payment Terms	Shipping Terms	Quote Valid Until
Net 30	FOB DEST	2/28/2019

Item #	Qty	U/M	Description	Price	Total
LCF-3-U330	1	ea	<ul style="list-style-type: none"> <li>- Zoom control on both sides of bodies</li> <li>- Outside-zoom knob has total magnification indicator</li> <li>- Can accept a dual nosepiece for multiple objectives</li> <li>- System is parfocal with the .5X, 1.6X and 2X objectives carrying the "PF" designation.</li> </ul> U-TTR-2; Widefield trinocular body with tilting eyepiece tubes. Three position light split selector for 100% Camera, 100% Visual, 50% Visual / 50% Camera can be operated from either the right or left side. (5° to 35° tilt)	2,817.51	2,817.51T
LCF-2-U100H6	2	ea	WHN10X-H-1-3; Widefield focusing 10X eyepiece for UIS optics, high-eyepoint, field number 22, 30mm diameter; with shelf for 24mm diameter reticle ± 5 diopter adjustment Vernier printed on eyepiece.	233.15	466.30T
LCF-2-U1026	1	ea	CROSSWHN10X-1-7; Widefield 10X Crosshair Eyepiece, high eyepoint, FN 22; 30mm diameter, focusable top lens with crosshair reticle and alignment pin ± 5 diopter adjustment vernier printed on eyepiece.	310.27	310.27T

Respectfully submitted by: Jake Kurth, Co-Director of Sales, U.S. & International

Sales Tax (0.0%)

**Total** (USD)



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11/20/2018

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INVESTIGATION  
ATTN: DETECTIVE PHIL LLOYD  
1004 N HIGHLAND AVE  
MURFREESBORO, TN 37130

Payment Terms		Shipping Terms		Quote Valid Until	
Net 30		FOB DEST		2/28/2019	
Item #	Qty	U/M	Description	Price	Total
LCF3-STATION-S	1	ea	36" Ergonomic-shaped table top with object roll-off protection edge. Table is constructed from billet aluminum and is laminate covered. The station includes optical mounts bridge on motorized column and accessory support column. The universal power supply comes with control pendant and column connections for fluorescent and LED illumination. Ergonomic shaped table top with object roll-off protection edge. The accessory support column can be positioned over 18" right-to-left distance. The station sits on two 4"x 4" adjustable height aluminum legs with motorized lead screw drive. Providing a table height from 24" to 34". Leg crossbar can be raised or lowered as needed for foot rest.	9,106.25	9,106.25T
LCF-FOPOS	2	ea	Focus-mount positioner; 4" X-axis range to change the side-to-side position of the universal bullet holder.	267.22	534.44T
LCF3-FFOMT	2	ea	Stage mount with fine and coarse focus control.	1,801.52	3,603.04T
LCF-STAGE	2	ea	Horizontal coaxial control X-Y stage, 180mm x 135mm platform with 50mm X-axis and 77mm Y-axis movement. Uniform ball-bearing motion.	1,440.14	2,880.28T
LCF3-SCALE	1	ea	LCD Measuring scale, inch/metric, .0005"/0.1mm resolution with bracket kit. Includes ISO 17025:2005 Accredited/NIST Traceable Certification of Scale Accuracy.	571.21	571.21T
LCF-COVER	1	ea	Nylon dust cover. (List \$250)	0.00	0.00T
MS-LCF-ISO	1	ea	ISO/IEC 17025:2005 accredited calibration, providing certificates of calibration for magnification matching and all measurement functions. (List \$130)	0.00	0.00T
			SAMPLE HOLDERS		

Respectfully submitted by: Jake Kurth, Co-Director of Sales, U.S. & International

Sales Tax (0.0%)

**Total** (USD)



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Payment Terms		Shipping Terms		Quote Valid Until	
Net 30		FOB DEST		2/28/2019	
Item #	Qty	Unit	Description	Price	Total
LCF3-UVLHLR	2	ea	Universal Manipulating Bullet/Shell Holder; with 90 degree vertical to horizontal positioning range. 360 degree rotating chuck with as small as .030" wire to as large as a 10-gauge shotgun shell. This holder allows a shell to be gripped by its inside, or outside, diameter. It can also grip a shell by the extraction groove. This unique holder replaces many special holders, eliminating the additional time required for change over. Includes a mini-platter for sticky wax mounting.	3,376.17	6,752.34T
LCF-PINMTS	1	ea	Set of pin mount pairs, .094", .125", .190", .250".	290.54	290.54T
LCF-PMH	1	ea	Pin mount holder tray	119.26	119.26T
LCF-EPH	1	ea	Third eyepiece holder, attaches to LCF column.	101.33	101.33T
FLUORESCENT AND LED LIGHTING					
LCF3-FLRKIT	1	ea	Fluorescent light kit for LCF3 Station w/articulating arms. Florescent light pairs: 13W - 5000K - 900 lumens - energy efficient - "Double U-Tube" quad. bar design lamp. Incorporated into a holder with rotating hood, has a lamp life of 10,000 hours.	756.84	756.84T
LCF-CF13DD	2	ea	13 W-D/E-5000K Fluorescent quad lamp.	11.66	23.32T
LCF-LEDFO	1	ea	Fanless 5700K LED cube illuminator light source/fiber optic light guide.	577.49	577.49T
LCF3-LEDFO-PST	1	ea	LMS-LEDFO Post Mount for LCF3 Station.	77.12	77.12T
A08520	1	ea	Dual 18" gooseneck light guide with 30" flexible fiber bundle. Mounts directly onto microscope body so that illuminator unit can be located at some distance from the microscope stand.	196.38	196.38T
LCF-A08080	2	ea	Focusing spot lens.	41.25	82.50T
LCF-D8080	2	ea	Diffused spot lens.	168.58	337.16T
CAMERA, CAMERA MOUNT AND SOFTWARE					

Respectfully submitted by: Jake Kurth, Co-Director of Sales, U.S. & International

Sales Tax (0.0%)

**Total** (USD)



17300 Medina Road, Suite 600

Minneapolis, MN 55447

Phone: 763-546-8575

Fax: 763-546-4369

**Quote #78459**

11/20/2018

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ATTN: DETECTIVE PHIL LLOYD  
1004 N HIGHLAND AVE  
MURFREESBORO, TN 37130

Payment Terms		Shipping Terms		Quote Valid Until	
Net 30		FOB DEST		2/28/2019	
Item #	Qty	U/M	Description	Price	Total
LCF-CMOS5	1	ea	Insight CMOS Color Mosaic 5Mp USB3.0 C-Mount Camera	4,510.53	4,510.53T
DE63BXC	1	ea	0.63X C-Mount for Olympus BX	475.71	475.71T
GSA OPEN MARKET	1	ea	Non GSA items	0.00	0.00T
			Subtotal		62,764.93
			*SHIPPING, INSTALLATION & TRAINING INCLUDED*		

Respectfully submitted by: Jake Kurth, Co-Director of Sales, U.S. & International

Sales Tax (0.0%) \$0.00

**Total (USD) \$62,764.93**



## TERMS AND CONDITIONS FOR LEEDS LCF AND LCT MODELS

**ORDER TERMS AND ACCEPTANCE:** All customer orders are subject to these Terms and Conditions. Any inconsistent or conflicting terms in any purchase order, or other customer communication, cannot supersede or modify these Terms and Conditions, and are expressly rejected. All orders are subject to acceptance by Leeds and no provision of goods or services by Leeds will be deemed to be an acceptance of conflicting or inconsistent terms, or a waiver of these Terms and Conditions.

If the customer is the federal government, a state government, an agency of the federal or state government, or a political subdivision of any state, including, but not limited to, any county, city, or municipality, these Terms and Conditions shall be deemed to be subject to the mandated terms and conditions of any said government as they relate to government purchases.

Any transactions with Leeds for products or services will be governed by the laws of the State of Minnesota applicable to contracts and accepted and to be performed in Minnesota, without regard to applicable conflicts of law principles. Any action relating to any Leeds transactions, or these Terms and Conditions, will be brought in the applicable federal or state courts located in Hennepin County, Minnesota. By placing orders with Leeds, each customer irrevocably submits to the jurisdiction and venue of such courts.

**SHIPPING:** Leeds will attempt to honor special shipping requests, but reserves the right to select the carrier and manner of shipment. All shipping and delivery dates provided are estimates only, and customer will pay all applicable shipping and handling charges. All products are sold and shipped F.O.B. Plymouth, Minnesota, with title and risk of loss passing to customer upon tender to carrier.

**PRICING AND PAYMENT:** Prices and applicable discount terms are subject to change without notice, and orders will be filled and shipped at prices confirmed on acceptance. Except as otherwise quoted by Leeds, pricing is exclusive of all applicable sales, use or similar taxes, which will be the sole liability of customer. Without Leeds' prior written consent, payment by credit card is not permitted in excess of \$5000.

If credit is extended, customer agrees that Leeds will be entitled to collect interest on any late payments from date of delivery at the rate of 8% per annum, or the highest applicable interest rate allowed by law in the State of Minnesota, together with reasonable attorney's fees or other costs of collection. Leeds also reserves the right to amend or revoke customer credit terms at any time.

**PRODUCT ACCEPTANCE:** In case of any shortage or product damage, customers must notify delivering carrier and Leeds immediately, and must file a carrier claim within 10 days of receipt. Leeds will provide necessary supporting claim information and documentation on request. Leeds will use best efforts to expedite reorders for missing or damaged products, which will also remain subject to Leeds' Terms and Conditions.

**RETURNS AND CANCELLATIONS:** Unused and undamaged non-custom products are the only type of products that may be returned, provided that the customer has obtained a written return authorization code from Leeds. All such returns must be requested within 30 days of product receipt. Credit for authorized returns will be issued at current price paid, less freight costs and reasonable restocking fees. Cancellation of orders prior to delivery are subject to the following: i) If items ordered are Leeds' stock items, the order cancellation will be accepted without charge or penalty, ii) If items ordered are special order items by Leeds and Leeds has placed a purchase order with the manufacturer, or if the items ordered include Leeds' customization of products, a reasonable fee may be charged, not to exceed an amount equal to 15% of the customer's purchase price.

**LIMITED WARRANTY:** Leeds warrants that its LCF Firearms & Toolmarks Comparison Microscope and its LCT Trace Evidence Comparison Microscope, will be free from defects in materials and workmanship under normal use and service for a period of five years for mechanical or optical defects and one year for electrical, electronic, or wear-related components. The warranty shall begin at installation. If any product proves to be defective within the relevant warranty period, the customer must return the defective product to Leeds.

Leeds Forensic Systems, Inc.  
17300 Medina Road, Suite 600  
Plymouth, MN 55447-5639  
(763) 546-8575  
[www.leedsmicro.com](http://www.leedsmicro.com)

Leeds at its sole discretion, will repair, replace, or adjust the defective product, provided that Leeds' investigation and factory inspection disclose that such defect developed under normal and proper use and the product is covered under this limited warranty. Repair, replacement, or adjustment of defective product shall be Leeds' sole obligation and the customer's sole remedy.

## COUNCIL COMMUNICATION

Meeting Date: 1/17/19

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**Item Title:** Banner Request  
**Department:** Finance  
**Presented by:** Melissa Wright, City Recorder/Finance Director *MW*  
**Requested Council Action:**

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

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### Summary

Request from Read To Succeed and Noon Exchange Club for the City to hang banner across East Main Street.

### Staff Recommendation

Approve request for banner to be displayed:

Read To Succeed: for the period January 28, 2019 – February 5, 2019.

Noon Exchange Club: for the period May 17, 2019 – May 27, 2019.

### Council Priorities Served

*Engaging Our Community*

Allowing banners to be hung across East Main Street is an excellent way to communicate special events to the general public.

### Fiscal Impacts

None

### Attachments:

1. Letter of request from Read To Succeed
2. Letter of request from Noon Exchange Club



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December 20, 2018

Dear Mayor McFarland and City Council,

**Read To Succeed** requests permission to hang a banner across East Main Street for the following dates: Unplug and Read Banner – January 28 – February 5, 2019. This banner helps promote our literacy event, which encourages people to unplug from electronic devices and read physical books. I have spoken with Georgia Meshotto and she indicated these dates are available.

Thank you for your consideration of this request.

Sincerely,

Jolene Radnoti  
Executive Director  
615-738-7323  
joleneradnoti@readtosucceed.org

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**READ TO SUCCEED · P.O. Box 12161 · Murfreesboro, TN 37129**

*Read To Succeed*, the community literacy collaborative in Rutherford County, will promote reading, with an emphasis on family literacy. This non-profit initiative supports literacy programs and fosters awareness of the importance of reading. For a complete listing of Council members or information, visit [www.readtosucceed.org](http://www.readtosucceed.org).



# EXCHANGE

NOON EXCHANGE CLUB OF MURFREESBORO, TN

January 7, 2019

Melissa Wright

City of Murfreesboro

P O Box 1139

Murfreesboro, TN 37133-1139

Re: Main Street Banner

Healing Field – Flags of Remembrance

May 17 through May 27, 2019

Dear Mayor & City Council:

Melissa Wright has indicated these dates are available.

The Noon Exchange Club of Murfreesboro would appreciate the use of the banner space on East Main to promote the 11<sup>th</sup> Annual HEALING FIELD – FLAGS OF REMEMBRANCE, 2019. The annual patriotic event will be held over Memorial Day Weekend. We will supply the required size banner and hardware needed.

Sincerely,

Shirley Schuette,

Secretary

# COUNCIL COMMUNICATION

Meeting Date: 1/17/19

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**Item Title:** Adoption of New Code Editions  
[2<sup>nd</sup> Reading]

**Department:** Building and Codes

**Presented by:** Robert Holtz, Director of Building and Codes

**Requested Council Action:**

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

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**Summary**

Update the City building codes to the 2018 International Code Series and 2017 National Electric Code

**Staff Recommendation**

Adopt the updated codes and the amendments.

**Background Information**

The Building and Codes Department maintains exemptions from the State that allows us to perform commercial plans review and inspections, issue residential permits and inspections and issue electrical permits and inspections. To maintain these exemptions, we are required to have adopted codes that are within seven years of the most recent published codes.

Currently, the City Energy Conservation Code and National Electric Code version are not within this timeframe and will be updated to the most current versions.

Additionally, this provides an opportunity to review and adopt the 2018 editions to the following codes International Residential, Building, Fire, Mechanical, Plumbing, Fuel Gas, Energy Conservation, Existing Building, Property Maintenance, and Swimming Pool and Spa Code.

Rutherford County, Smyrna, and LaVergne are updating their codes to the 2018 International Code Series and 2017 National Electric Code. Updating the City codes will provide greater consistency within Middle Tennessee. The City has met with the Rutherford County Homebuilders Association Government Affairs Committee and are scheduled to meet with them in January for their annual breakfast. Training classes have been scheduled in December and January where we will discuss the code changes with contractors and members of the community that attend.

On December 20, 2018 Council passed these ordinance changes on first reading.

**Council Priorities Served***Safe and Livable Neighborhoods*

By updating our codes, we ensure that the latest materials, methods and life safety systems are incorporated into building construction.

*Engaging Our Community*

The City has provided and taken input from the homebuilders' association on the new codes. This engagement will continue through the adoption process.

**Fiscal Impacts:**

No fiscal impact to the City.

**Attachment:**

1. Ordinance No. 18-0-71

**ORDINANCE 18-O-71** amending the Murfreesboro City Code, Chapters 7, 11, 12, 15, 17, and 23, by adopting the 2018 International Building Code, 2018 International Existing Building Code, 2018 International Residential Code, 2018 International Mechanical Code, 2018 International Energy Conservation Code, , 2017 National Electrical Code, 2018 International Fire Code, 2018 International Fuel Gas Code, 2018 International Property Maintenance Code, 2018 International Plumbing Code, 2018 International Swimming Pool and Spa Code, and certain proposed amendments to such codes and standards.

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

SECTION 1. Sections 7-1 and 7-2 of the Murfreesboro City Code, dealing with the International Building Code, are hereby amended by deleting the sections in their entirety and substituting in lieu thereof the following:

**SECTION 7-1                    INTERNATIONAL BUILDING CODE - ADOPTED.**

All construction, new or previously unoccupied, equipment, use and occupancy, location, maintenance, renewal, and demolition of every commercial, industrial, and multifamily building or structure or any appurtenances connected or attached to such buildings or structures in the City, except one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures, shall comply with the provisions of the 2018 International Building Code, including Appendix Chapters A, C, and D, published by the International Code Council, one copy of which has been filed and remains on file in the office of the City Recorder, which is hereby adopted and approved and incorporated into this chapter as fully and effectually as if set out at length herein, except as specifically amended, modified, or deleted in this chapter. Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the provisions of the International Residential Code, as adopted and approved and incorporated into this chapter.

**SECTION 7-2                    INTERNATIONAL BUILDING CODE - AMENDED.**

The International Building Code is hereby specifically amended, modified, or deleted as follows:

- (A) Section 101.1 is amended by deleting the phrase “[name of jurisdiction]” and substituting in lieu thereof the phrase “the City of Murfreesboro, Tennessee.”
- (B) Section 103.1 on creation of an enforcement agency is amended by deleting the phrase “Department of Building Safety” and substituting in lieu thereof the phrase “Building and Codes Department.”
- (C) Section 104.10.1 on flood hazard areas is deleted.
- (D) Section 105.2 on building work exempt from permit requirement is amended by deleting exemptions (1) and (2) in their entirety and substituting in lieu thereof the following:
  - (1) Roof covering replacement, provided the work does not involve roof deck replacement and/or structural framing.
  - (2) Roof covering replacement where the new roofing system is the same as the building’s existing roofing system.
- (E) Section 105.2 on mechanical work exempt from permit requirement is amended by adding the following exemptions:
  - “(8) Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.
  - (9) Replacement of any like package or split HVAC equipment that are permanently installed to provide control of the building’s environmental conditions.”
- (F) Section 107.2.6.1 on design flood elevations is deleted.
- (G) Section 109.2 on schedule of permit fees is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The fees for all

work on buildings, structures, electrical, gas, mechanical and plumbing systems or alterations thereto requiring a permit shall be set by the City Council.”

- (H) Delete section 109.3 on Building Permit Valuation in its entirety and substitute in lieu “Building valuations for building permits shall be as determined by the City Council.”
- (I) Section 109.4 on work commencing before permit issuance is amended by deleting the phrase “subject to a fee established by the Chief Building Official that shall be in addition to the required permit fees” and in lieu thereof substituting the following: “required to pay two times the established fee for the required permit. The Chief Building Official may waive the doubling of the established fee where the contractor or other person applying for the permit demonstrates good cause for the failure to obtain the required permit before commencing work.”
- (J) Section 109.6 on refunds is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The City Council shall adopt a policy governing the refunding of permit fees.”
- (K) Section 110.3.3 on flood hazard documentation is deleted.
- (L) Section 113 concerning a board of appeals is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The Construction Board of Adjustments and Appeals for the City of Murfreesboro shall have the authority to hear and decide appeals of any order, decision, or determination made by the Chief Building Official relative to the application and interpretation of this code, in accordance with the procedures set forth in Section 7-16 of the Murfreesboro City Code.”
- (M) Section 1010.1.9.5 on bolt locks is amended by replacing all instances of the phrase “Group B, F or S occupancy” with the phrase “Group B, F, M or S occupancy.”
- (N) Section 1102.1 on accessible design is amended by adding the following to the end of the section: “Exception: The Chief Building Official shall have the authority to exempt a proposed or existing building or facility from the requirements of this chapter and ICC A117.1, provided: (1) prior to issuance of the building permit for the building or facility, a Tennessee Licensed Architect submits to the Chief Building Official a written certification that the plans for the building or facility comply with the 2010 ADA Standards for Accessible Design, or any further amendments, supplements, or subsequent editions promulgated by the U.S. Department of Justice (“ADA Standards”); and (2) prior to issuance of the certificate of occupancy a Tennessee Licensed Architect submits to the Chief Building Official an inspection report certifying that the completed work complies with the ADA Standards.”

**SECTION 2.** Chapter 7, Buildings, of the Murfreesboro City Code, is hereby amended by adding the following Section 7-2.1 and Section 7-2.2, dealing with the International Existing Building Code, and Section 7-13 and Section 7-13.1, dealing with International Swimming Pool and Spa Code.

**SECTION 7-2.1            INTERNATIONAL EXISTING BUILDING CODE - ADOPTED.**

All construction, alteration, movement, enlargement, replacement, repairs, equipment, use and occupancy, location, maintenance, renewal, and demolition of every existing commercial, industrial, and multifamily building or structure or any appurtenances connected or attached to such buildings or structures in the City, except one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures, shall comply with the provisions of the 2018 International Existing Building Code. One copy of which has been filed and remains on file in the office of the City Recorder, which is hereby adopted and approved and incorporated into this chapter as fully and effectually as if set out at length herein, except as specifically amended, modified, or deleted in this chapter. Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the provisions of the International Residential Code, as adopted and approved and incorporated into this chapter.

**SECTION 7-2.2            INTERNATIONAL EXISTING BUILDING CODE - AMENDED.**

The International Existing Building Code is hereby specifically amended, modified, or

deleted as follows:

- (A) Section 101.1 is amended by deleting the phrase “[name of jurisdiction]” and substituting in lieu thereof the phrase “the City of Murfreesboro, Tennessee.”
- (B) Section 103.1 on creation of an enforcement agency is amended by deleting the phrase “Department of Building Safety” and substituting in lieu thereof the phrase “Building and Codes Department.”
- (C) Section 104.2.1 on flood hazard areas is deleted.
- (D) Section 104.10.1 Flood hazard areas is deleted.
- (E) Section 105.2 on mechanical work exempt from permit requirement is amended by adding the following exemptions:
  - “(8) Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.
  - (9) Replacement of any like package or split HVAC equipment that are permanently installed to provide control of the building’s environmental conditions.”
- (F) Section 105.7 on placement of permits is deleted.
- (G) Section 108.2 on schedule of permit fees is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The fees for all work on buildings, structures, electrical, gas, mechanical and plumbing systems or alterations thereto requiring a permit shall be set by the City Council.”
- (H) Section 108.4 on work commencing before permit issuance is amended by deleting the phrase “subject to a fee established by the Chief Building Official that shall be in addition to the required permit fees” and in lieu thereof substituting the following: “required to pay two times the established fee for the required permit. The Chief Building Official may waive the doubling of the established fee where the contractor or other person applying for the permit demonstrates good cause for the failure to obtain the required permit before commencing work.”
- (I) Section 108.6 on refunds is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The City Council shall adopt a policy governing the refunding of permit fees.”
- (J) Section 112 concerning a board of appeals is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The Construction Board of Adjustments and Appeals for the City of Murfreesboro shall have the authority to hear and decide appeals of any order, decision, or determination made by the Chief Building Official relative to the application and interpretation of this code, in accordance with the procedures set forth in Section 7-16 of the Murfreesboro City Code.”
- (K) Section 401.3 on Flood hazard areas is deleted.
- (L) Section 405.2.5 on Flood hazard areas is deleted.
- (M) Section 502.3 on Flood hazard areas is deleted.
- (N) Section 503.2 on Flood hazard areas is deleted.
- (O) Section 507.3 on Flood hazard areas has been deleted.
- (P) Section 1201.4 on Flood hazard areas has been deleted.
- (Q) Section 1301.3.3 on Compliance with flood hazard provisions has been deleted.
- (R) Section 1301.4 concerning the Investigation and evaluation is amended by adding the following to the end of the section. “Evaluation shall be performed by a Tennessee licensed architect or engineer. Exception: The Building Official may waive this requirement based on the scope and/or complexity of the work.”
- (S) Section 1402.6 on Flood hazard areas has been deleted.

**SECTION 3.** Sections 7-7, 7-8, and 7-9 of the Murfreesboro City Code, dealing with the International Mechanical Code, are hereby amended by deleting the sections in their entirety and substituting in lieu thereof the following:

**SECTION 7-7                    INTERNATIONAL MECHANICAL CODE - ADOPTED.**

All construction, installation, alteration, replacement, enlargement, repairs, and maintenance of mechanical systems and system components within the City, except those located in one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures, shall comply with the provisions of the 2018 International Mechanical Code, published by the International Code Council, one copy of which has

been filed and remains on file in the office of the City Recorder, which is hereby adopted and approved and incorporated into this chapter as fully and effectually as if set out at length herein, except as specifically amended, modified, or deleted as provided in this chapter. All construction, installation, alteration, replacement, enlargement, repairs, and maintenance of mechanical systems and system components located in one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the provisions of the International Residential Code, as adopted and approved and incorporated into this chapter.

#### **SECTION 7-8                    INTERNATIONAL MECHANICAL CODE - AMENDED.**

The International Mechanical Code is hereby specifically amended, modified, or deleted as follows:

- (A) Section 101.1 is amended by deleting the phrase “[name of jurisdiction]” and substituting in lieu thereof the phrase “the City of Murfreesboro, Tennessee.”
- (B) The 2018 International Mechanical Code is amended by deleting all references to the “department of mechanical inspection” and substituting in lieu thereof the phrase “Building and Codes Department.”
- (C) Section 106.2 on mechanical work exempted from the permit requirement is amended by adding the following exemption: “(9) Replacement of any like package or split HVAC equipment that is permanently installed to provide control of the buildings environmental conditions.”
- (D) Section 106.5.1 on work commencing before permit issuance is amended by adding the following sentence to the end of the section: “The Chief Building Official may waive the doubling of the established fee where the contractor or other person applying for the permit demonstrates good cause for the failure to obtain the required permit before commencing work.”
- (E) Section 106.5.2 on schedule of permit fees is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The fees for mechanical work permits shall be set by the City Council.”
- (F) Section 106.5.3 on refunds is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The City Council shall adopt a policy governing the refunding of permit fees.”
- (G) Section 109 on means of appeal is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The Construction Board of Adjustments and Appeals for the City of Murfreesboro shall have the authority to hear and decide appeals of any order, decision, or determination made by the Chief Building Official relative to the application and interpretation of this code, in accordance with the procedures set forth in Section 7-16 of the Murfreesboro City Code.”

#### **SECTION 7-9                    RESERVED.**

SECTION 4. Section 7-11 and Section 7-12 of the Murfreesboro City Code, dealing with the International Residential Code, are hereby amended by deleting the sections in their entirety and substituting in lieu thereof the following:

#### **SECTION 7-11                    INTERNATIONAL RESIDENTIAL CODE - ADOPTED.**

All construction, alteration, movement, enlargement, replacement, repairs, equipment, use and occupancy, location, maintenance, renewal and demolition of every detached one and two-family dwellings and multiple single family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures in the City shall comply with the provisions of the 2018 International Residential Code, including Appendix Chapters D, G, H, J, K and T, published by the International Code Council, one (1) copy of which has been filed and remains on file in the office of the City Recorder, which is hereby adopted and approved and incorporated into this chapter as fully and effectually as if set out at length herein, except as specifically amended, modified or deleted in this chapter.

**SECTION 7-12****INTERNATIONAL RESIDENTIAL CODE - AMENDED.**

The International Residential Code is hereby specifically amended, modified, or deleted as follows:

- (A) Section R101.1 is amended by deleting the phrase “[name of jurisdiction]” and substituting in lieu thereof the phrase “the City of Murfreesboro, Tennessee.”
- (B) R101.2 is amended by deleting the last portion of the first sentence beginning with “where provided with a residential fire sprinkler system complying with Section P2904.”  
R101.2 is amended by adding the following to item #4. “A medical care facility within a dwelling unit where occupants are not capable of self-preservation, as defined by the 2018 International Building Code, must be sprinkled in accordance with P2904” and;
- (C) The 2018 International Residential Code is amended by deleting all references to the “department of building safety” and substituting in lieu thereof the phrase “Building and Codes Department.”
- (D) Section R105.2 on building work exempted from the permit requirement is amended by deleting exemptions 1, 2, and 10 and substituting in lieu thereof the following:
  - “1. Portable one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m<sup>2</sup>).
  - 2. Roof covering replacement that does not involve the replacement of the roof deck or framing.”
- (E) Section R105.2 on gas work exempted from the permit requirement is amended by adding the following:
  - “4. Replacement of any gas appliance or equipment with the same input BTU provided such appliance or equipment is installed by a person holding a current City of Murfreesboro Gas License.”
- (F) Section R105.2 on mechanical work exempted from the permit requirement is amended by adding the following:
  - “9. Replacement of an HVAC unit where unit heating and cooling capacity and fuel source are not changed.”
- (G) Section R105.3.1.1 on Determination of Substantially Improved or Substantially Damaged Existing Buildings in Flood Hazard Area is deleted.
- (H) Section R105.7 on placement of permit is deleted.
- (I) Section R106.1 on submittal documents is amended by adding the following sentence to the end of the first paragraph: “Construction documents for any structure containing three (3) or more townhome units must be submitted for plan review to verify compliance with building code requirements.”
- (J) Section R108.2 on schedule of permit fees is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The fees for all work on buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations thereto requiring a permit shall be set by the City Council.”
- (K) Section R108.5 on refunds is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The City Council shall adopt a policy governing the refunding of permit fees.”
- (L) Section R108.6 on work commencing before permit issuance is amended by deleting the phrase “subject to a fee established by the applicable governing authority that shall be in addition to the required permit fees” and in lieu thereof substituting the following: “required to pay two times the established fee for the required permit. The Chief Building Official may waive the doubling of the established fee where the contractor or other person applying for the permit demonstrates good cause for the failure to obtain the required permit before commencing work.”
- (M) Section R112 concerning a Board of Appeals is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The Construction Board of Adjustments and Appeals for the City of Murfreesboro shall have the authority to hear and decide appeals of any order, decision, or determination made by the Chief Building Official relative to the application and interpretation of this code, in accordance with the procedures set forth in Section 7-16 of the Murfreesboro City Code.”

(N) Table R301.2(1) establishing climatic and graphic design criteria is amended by inserting the following criteria into the table:

Ground Snow Load (lbs.)		10
Wind Design	Speed (mph)	115
	Topographic effects	No
	Special Wind Region	No
Windborne Debris Zone		No
Seismic Design Category		B
Subject to Damage From:	Weathering	Severe
	Frost line depth (inches)	12”
	Termite	Moderate to heavy
Winter Design Temp (Degrees)		14° F
Ice Barrier Underlayment Required		No
Flood Hazards		In accordance with adopted zoning ordinance
Air Freezing Index		366
Mean Annual Temp		59° F
Manual J Design Criteria Elevation (feet)		615
Latitude (Degrees North)		35
Winter Heating		14
Summer Cooling		94
Altitude Correction Factor		Note P
Indoor Design Temperature		70
Design Temperature Cooling		75
Heating Temperature Difference		Note P
Cooling Temperature Difference		Note P
Wind Velocity Cooling		Note P
Coincident Wet Bulb		74
Daily Range		M
Winter Humidity		Note P
Summer Humidity		Note P

- (O) Table R301.2(1) Add the following to the notes for Table R301.2(1) manual J design criteria “P. This value shall be determined using Manual J Design Criteria.”
- (P) Section R302.1 Exterior Walls delete this section including Table R302.1(1) and Table R302.1(2), and in lieu thereof substituting the following:  
 “Section 302.1 Exterior Walls. Exterior walls and their projections, including fire places, decks, and roof overhangs shall not be within 5 feet (1524 mm) of a side lot line, except that a soffit or overhang may extend 12 inches (305 mm) into the 5-foot setback if the overhang has a minimum fire-resistance rating of 1 hour on the underside or fire blocking is installed between rafters. The exterior walls of single family dwelling, townhomes, duplexes and zero-lot-line structures shall be at least 10 feet (3,048 mm) from other structures, other than accessory structures, when located

on the same lot.” HVAC units for all structures must be a minimum of 3 feet (914 mm) from side lot lines, and at least 12” inches (305mm) from the structure they serve or as required by the manufacturer, whichever is greatest.

- (Q) Section R302.5.1 Opening protection is amended by deleting “equipped with a self-closing or automatic-closing device” in the last sentence.
- (R) Section 309.3 on flood hazard areas is deleted.
- (S) Section R311 is amended by creating a new Section R311.1.1 and inserting the following text immediately after Section R311.1:  
“R311.1.1 Access from bedrooms. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.”
- (T) Section R313 Automatic fire sprinkler systems. Delete this section in its entirety.
- (U) Section R320 on accessibility is deleted.
- (V) Section R322 Flood-resistant construction. Delete this section in its entirety.
- (W) Chapter 11 dealing with energy efficiency is amended deleting the chapter’s text in its entirety and in lieu thereof substituting the following: “Buildings and structures regulated by this code shall comply with the 2018 International Energy Conservation Code.”
- (X) Section G2417.1.1 (406.1.1), on inspections is amended by adding the following at the end of the section: “If gas equipment or appliance change outs are made with like equipment or appliances having the same input BTU rating by a gas contractor licensed with the City of Murfreesboro, no permit or inspection is required.
- (Y) Section P2502.1 on existing building sewers and drains is amended by deleting the period at the end of the last sentence and adding the following: “and pursuant to Section 33-35 (E) of the Murfreesboro City Code.”
- (Z) Section P2503.8 on inspection and testing of backflow prevention devices is amended by deleting the period at the end of the last sentence and adding the following: “and Sections 33-18 through 33-22 of the Murfreesboro City Code and the Murfreesboro Cross Connection Control Program Procedures Manual.”
- (AA) Section P2602.1 is amended by inserting between the first and second sentences of this section the following: “Connection to the public sewer system shall be pursuant to Section 33-33 through 33-35 of the Murfreesboro City Code.”
- (BB) Section P2602.1 is amended by adding the following at the end of the section: “Private sewage disposal systems shall be allowed pursuant to Section 33-34 of the Murfreesboro City Code and are regulated by the Rutherford County Health Department.”
- (CC) Section P2603.5.1 on sewer depth is amended by deleting “[NUMBER]” in both places and replacing it with “12.”
- (DD) Section P2604.1 on trenching and bedding is amended by deleting it in its entirety and substituting in lieu thereof the following: “All excavation required for the installation of a building sewer shall be open trench work unless otherwise approved in writing by the director of the Water Resources Department. Pipe laying, embedment, and backfill shall be performed in accordance with ASTM C12, latest revision, for clay pipe, and ASTM D2321, latest revision, for all PVC pipe. All pipe shall be placed on a minimum six-inch bedding of number 67 stone below the pipe and an initial backfill of number 67 stone for a minimum depth of six inches over the top of the pipe. Minimum trench width shall be six inches on each side of the pipe.”
- (EE) Section P2604.3 on backfilling is amended by adding the following to the end of this section: “All pipe shall be placed on a minimum six-inch bedding of number 67 stone below the pipe and a final backfill of number 67 stone, which will form a six-inch envelope around the entire pipe.”
- (FF) Section P2605.1 is amended by adding to item 2 at the end thereof, the following: “The bedding shall be number 67 stone of a minimum six inches in depth.”
- (GG) Section P2902.1 is amended by adding the following to the end thereof: “If any requirement in this section conflicts with the City Code, the City Code shall control.”
- (HH) Section P2902.5.3 on lawn irrigation systems is amended by deleting from the first sentence the words “an atmospheric-type vacuum breaker, a pressure type vacuum breaker or” and by adding the following at the end of this section: “Connections to lawn irrigation system shall meet the minimum requirements set forth in Murfreesboro City Code 33-19 and the Murfreesboro Cross Connection Program Procedures Manual.”
- (II) Section 2902.5.4 on connections to automatic fire sprinkler systems is amended by adding the following to the end of the section: “Connections to automatic fire sprinkler

systems shall be required to meet the minimum requirements set forth in Murfreesboro City Code §33-19(F)(3) and the Murfreesboro Cross Connection Control Program Procedures Manual.”

- (JJ) Section P2903.4 on thermal expansion control is amended by deleting the phrase “where required in accordance with Sections P.2903.4.1 and P2903.4.2” and by adding the following sentence at the end of the section: “A thermal expansion tank with a minimum 1-gallon capacity must be installed as close as possible to the first water heater.”
- (KK) Section 2903.7 on size of water service mains, branch mains and risers is amended by deleting “¾ inch” in the first sentence and substituting in lieu thereof “1 inch” and by deleting the period at the end of the sentence and substituting in lieu thereof the following: “and shall extend from the water meter to the first water heater.”
- (LL) Section P2905.4.1 on dual check-valve-type backflow preventers is amended by deleting the period and by adding at the end thereof the following: “provided however, if any requirement in this section conflicts with the City Code, the City Code shall control.”
- (MM) Section P3002.2 on building sewers is amended by adding the following to the end of the section: “Building sewers and connections to the public sewer system must comply with Section 33-35 of the Murfreesboro City Code. In addition, the length of a building sewer on any single partial shall not exceed the maximum length established in the most recent version of Section 5.1 of the Murfreesboro Water Resources Department Policies, Procedures and General Design Manual, approved by the City Council.”
- (NN) Section P3005.1 on drainage fittings and connections is amended by adding to the beginning of this section the following: “The building sewer shall be laid at a uniform grade and in straight alignment pursuant to Section 33-35 of the Murfreesboro City Code. Only one offset in the vertical direction and one offset in the horizontal direction shall be allowed. Offsets shall be made with the proper fittings. A horizontal offset to align with the connection to the public sewer system shall be made immediately after the building clean out. The horizontal offset shall not be made closer than 10 feet from the connection to the public sewer. The last 5 feet shall be on grade and in alignment with the connection to the public sewer. No fittings making a change in the horizontal or vertical direction in the last 5 feet of the building sewer will be allowed. The vertical and horizontal alignment of the building sewer must be such to allow a proper connection to the public cleanout. The terminating end of the building sewer must be laid no closer than 30 to 36 inches from the tap.”
- (OO) Section P3005.4 on drain pipe sizing is amended by adding the following to the end of item 5: “The building sewer shall be installed pursuant to Section 33-35 of the Murfreesboro City Code, which requires a minimum 4-inch building sewer from the building drain to the point of connection with the public sewer. The minimum slope shall be 1/8 inch per foot.”
- (PP) Section P3007.1 on building drains below sewer (building subdrains) is amended by inserting the following sentence between the existing first and second sentences: “In addition, where a sump and/or ejector is installed in accordance with this section, the owner shall execute a release and indemnification agreement in accordance with Section 33-35 (H)(1) of the Murfreesboro City Code.”
- (QQ) Section P3008.1 on sewage backflow is amended by adding the following sentence to the end of the section: “In dwelling units in which a backwater valve is installed in accordance with this section, the owner shall execute a release and indemnification agreement in accordance with Section 33-35 (H)(1) of the Murfreesboro City Code.”
- (RR) Section P3009 on gray water recycling systems is deleted in its entirety.

**SECTION 5.** Chapter 7, Buildings, of the Murfreesboro City Code, is hereby amended by adding the following Sections 7-13 and 7-13.1, dealing with the International Swimming Pool and Spa Code.

## **SECTION 7-13            INTERNATIONAL SWIMMING POOL AND SPA CODE – ADOPTED.**

All construction, alteration, movement, enlargement, replacement, repairs, equipment, location, maintenance and renewal of every aquatic recreation facilities, pool and spas in

the City shall comply with the provisions of the 2018 International Swimming Pool and Spa Code published by the International Code Council, one (1) copy of which has been filed and remains on file in the office of the City Recorder, which is hereby adopted and approved and incorporated into this chapter as fully and effectually as if set out at length herein, except as specifically amended, modified or deleted in this chapter.

#### **SECTION 7-13.1 INTERNATIONAL SWIMMING POOL AND SPA CODE - AMENDED.**

The International Swimming Pool and Spa Code is hereby amended, modified or deleted as follows:

- (A) Section 101.1 Title is amended by deleting the phrase "name of jurisdiction" and substituting in lieu thereof the phrase "the City of Murfreesboro, Tennessee."
- (B) Section 101.2 Scope is amended by adding the following paragraph: "Exception: Commercial pools and defined and regulated by the Hotel and Public Swimming Pool Inspection Act set forth in T.C.A. § 68-14-301 et. seq."
- (C) The 2018 International Swimming Pool and Spa Code is amended by deleting all references to the "department of building safety" and substituting in lieu thereof the phrase "Building and Codes Department."
- (D) Section 105.3 Construction Documents is amended by adding the following new paragraph: "Exception: The code official shall have the authority to waive the requirement for construction drawings where the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this code."
- (E) Section 105.6.2 Fee schedule is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: "Permit fees shall be set by the City Council."
- (F) Section 105.6.3 Fee Refunds is amended by deleting the text of this section in its entirety and substituting the following: "The City Council shall adopt a policy governing the refunding of permit fees."
- (G) Section 107.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.
- (H) Section 108 Means of Appeal is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: "The Construction Board of Adjustments and Appeals for the City of Murfreesboro shall have the authority to hear and decide appeals of any order, decision, or determination made by the Building Official relative to the application and interpretation of this code, in accordance with the procedures set forth in Section 7-16 of the Murfreesboro City Code."
- (I) Section 304 Flood Hazard Areas is amended by deleting this section in its entirety.
- (J) Section 323 Safety is amended by adding a new section as follows: "323.4 Swimming Pool Alarms. All swimming pools installed or substantially altered at a residential dwelling on and after the effective date of January 1, 2011, shall be equipped with a properly functioning swimming pool alarm. 323.4.1 Definitions. For purposes of this section the terms "pool alarm", "residential dwelling", and "swimming pool" shall have the meanings established herein.

Pool alarm means a device which emits a sound of at least fifty decibels when a person or an object weighing fifteen pounds or more enters the water in a swimming pool but shall not include, swimming protection alarm devices designed for individual use, such as an alarm attached to a child that sounds when the child exceeds a certain distance of becomes submerged in water.

Residential dwelling means a one-family dwelling structure.

Swimming pool means any structure that is intended for swimming or recreational bathing and contains water over thirty-six (36) inches deep, including but not limited to, in-ground, above ground, and on-ground swimming pools, hot tubs, and non-portable spas, but does not mean a public swimming pool (defined as spa-type) wading, special purpose pools or water recreation attractions, including, but not limited to, those operated by camps, child care facilities, cities, clubs, subdivisions, apartment buildings, counties, institutions, schools, motels, hotels, and mobile home parks to which admission may be gained with or without payment of a fee, nor does it mean a

multi-family residential housing swimming pool (defined as a private swimming pool maintained by a homeowners' association solely for the use and benefit of the members of the homeowners' association and their guests).

- (K) Add new section as follows "323.4.2 Building Permits; The Chief Building Official shall not issue a building permit for the construction or substantial alteration of a swimming pool located at a residential dwelling unless the project calls for a functioning swimming pool alarm to be installed prior to the completion of the project. In addition, when an electrical inspection is required for the installation of a swimming pool at a residential dwelling, the electrical inspector shall not give final approval for the electrical wiring unless a properly functioning swimming pool alarm has been installed."

**SECTION 6.** Sections 7-14 and 7-15 of the Murfreesboro City Code, dealing with the International Energy Conservation Code, are hereby amended by deleting the sections in their entirety and substituting in lieu thereof the following:

**SECTION 7-14                    INTERNATIONAL ENERGY CONSERVATION CODE - ADOPTED.**

All new construction of every habitable building or structure in the City shall comply with the provisions of the 2018 International Energy Conservation Code, published by the International Code Council, one copy of which has been filed and remains on file in the office of the City Recorder, which is hereby adopted and approved and incorporated into this chapter as fully and effectually as if set out at length herein, except as specifically amended, modified, or deleted in this chapter.

**SECTION 7-15                    INTERNATIONAL ENERGY CONSERVATION CODE - AMENDED.**

The International Energy Conservation Code is hereby specifically amended, modified, or deleted as follows:

- (A) Section 101.1 is amended by deleting the phrase "[name of jurisdiction]" and substituting in lieu thereof the phrase "the City of Murfreesboro, Tennessee."
- (B) Section 103.1 on construction documents is amended by adding the following at the end of the section's first paragraph: "The Chief Building Official may choose to accept a certification signed by a designer or contractor for compliance with this code for all structures except single family dwellings, townhomes and duplexes."
- (C) Section 105.1 on inspections is amended by adding the following sentence at the end of the section: "The Chief Building Official may choose to base approval of any construction or building, other than single-family dwellings, townhomes and duplexes, on a certification by the designer or contractor that the construction or building complies with this code."
- (D) Section 104.2 on schedule of permit fees is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: "Permit fees shall be set by the City Council."
- (E) Section 104.3 on work commencing before permit issuance is amended by deleting the phrase "subject to an additional fee established by the code official, which shall be in addition to the required permit fees" and in lieu thereof substituting the following: "required to pay two times the established fee for the required permit. The Chief Building Official may waive the doubling of the established fee where the contractor or other person applying for the permit demonstrates good cause for the failure to obtain the required permit before commencing work."
- (F) Section 104.5 on refunds is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: "The City Council shall adopt a policy governing the refunding of permit fees."
- (G) Section C109 on a board of appeals amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: "The Construction Board of Adjustments and Appeals for the City of Murfreesboro shall have the authority to hear and decide appeals of any order, decision, or determination made by the Chief Building Official relative to the application and interpretation of this code, in accordance with the procedures set forth in Section 7-16 of the Murfreesboro City Code."
- (H) Section R104 on schedule of permit fees is amended by deleting the text of this

section in its entirety and in lieu thereof substituting the following: "Permit fees shall be set by the City Council."

- (I) Section R104.3 on work commencing before permit issuance is amended by deleting the phrase "subject to an additional fee established by the code official, which shall be in addition to the required permit fees" and in lieu thereof substituting the following: "required to pay two times the established fee for the required permit. The Chief Building Official may waive the doubling of the established fee where the contractor or other person applying for the permit demonstrates good cause for the failure to obtain the required permit before commencing work."
- (J) Section R104.5 on refunds is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: "The City Council shall adopt a policy governing the refunding of permit fees."
- (K) Section R109 on a board of appeals amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: "The Construction Board of Adjustments and Appeals for the City of Murfreesboro shall have the authority to hear and decide appeals of any order, decision, or determination made by the Chief Building Official relative to the application and interpretation of this code, in accordance with the procedures set forth in Section 7-16 of the Murfreesboro City Code."
- (L) Section R202 is amended by deleting the existing definition for "Residential Building" and in lieu thereof substituting the following: "For the purposes of this code is a single-family dwelling, townhome, or duplex."
- (M) Table R402.1.2 Insulation and Fenestration requirements by component. Delete the numbers in the row for climate zone "4 except marine" and substitute with the following:
  - Fenestration U factor substitute 0.32 in lieu thereof
  - Skylight U factor substitute "0.60"
  - Glazed fenestration substitute "NR"
  - Ceiling R value substitute "38"
  - Wood frame wall R value substitute "13"
  - Mass wall R-value substitute "5/10"
  - Floor R-value substitute "19"
- (N) Table R402.1.4 equivalent U-factors delete the numbers in row for climate zone "4 except marine and substitute the following:
  - Fenestration U factor substitute "0.35"
  - Skylight U factor substitute "0.60"
  - Ceiling U factor substitute "0.030"
  - Wood frame wall R value substitute "0.082"
  - Mass wall U factor substitute "1.141"
- (O) R402.4.1.2 Testing. Delete "three air changes per hour" and substitute "7 air changes per hour" and deleting the last two sentences in the first paragraph and add the following in lieu thereof:

"The test must be performed by a person certified as a Home Energy Rating Systems (HERS) rater or Duct and Envelope Tightness Verifier or who possesses a current professional certification from HERS rater, Building Performance Institute or other similar entity designated by the Chief Building Official. This test cannot be performed by the prime contractor as listed on the building permit or a direct employee of the prime contractor. A certification from the person performing the test shall be submitted with the following information:

  - (1) Address where test was performed;
  - (2) Name of person performing the test;
  - (3) Company name;
  - (4) Date when the test was performed; and
  - (5) Results of the test in A.C.H.;
  - (6) Outside air required by whole house ventilation system;
  - (7) Actual outside air provided by whole house ventilation system."
- (P) R402.4.4 Delete this section in its entirety
- (Q) R403.3.3 Duct testing (mandatory). Delete the last paragraph in its entirety beginning with "a written report..." and substitute the following:

Section 403.2.2 on sealing (Mandatory) is amended by adding the following sentence to the end of the first paragraph: "The test must be performed by a person certified as a Home Energy Rating Systems (HERS) rater or Duct and envelope Tightness Verifier

or who possesses a current professional certification from HERS rater, Building Performance Institute or other similar entity designated by the Chief Building Official. This test cannot be performed by the prime contractor as listed on the building permit or a direct employee of the prime contractor. A certification from the person performing the test shall be submitted with the following information:

- (1) Address where test was performed;
  - (2) Name of person performing the test;
  - (3) Company name;
  - (4) Date when the test was performed;
  - (5) Square footage of the conditioned space;
  - (6) Results of test in cubic feet per minute per square footage of the conditioned space; and
  - (7) Whether the test was performed at rough-in or post construction."
- (R) R403.3.4 Duct leakage (prescriptive). On 1. Rough-in test, change "4cubic feet per minute (113.3 L/M)" to read "6cfm (169.9 L/M)" and "3 cubic feet per minute (85 L/min)" to read "4cfm (113.3 L/Min). On 2. Post construction test change "4 cubic feet per minute (113.3 L/min)" to read "12 cfm (339.8 L/min)".

**SECTION 7.** Section 7-16 of the Murfreesboro City Code, dealing with the Construction Board of Adjustments and Appeals, is hereby amended by deleting the section in its entirety and substituting in lieu thereof the following:

**SECTION 7-16 CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS.**

- (A) *Creation; appointment, qualification, replacement, and removal of members.* A Construction Board of Adjustments and Appeals is hereby established. The Board shall consist of seven members appointed by the Mayor and confirmed by a majority vote of the City Council to staggered, three-year terms. Each member appointed to the Board shall be qualified by experience and training to pass on matters pertaining to building and residential design and construction, property maintenance, energy conservation, fire protection, and/or electrical, plumbing, mechanical, or fuel gas systems. No member of the Board shall be an employee of the City. Members shall serve without pay and may be reappointed to additional terms without limit. Vacancies shall be filled for any unexpired term by the Mayor and confirmed by a majority vote of the City Council. Board members may be removed by a majority vote of the Council for inefficiency, neglect of duty, or malfeasance in office after being given an opportunity for a hearing before the Council.
- (B) *Organization.* The Board shall elect a Chair and Vice Chair from its membership on an annual basis. The term of each such office shall be one (1) year, with members eligible for reelection for additional terms. The election of said officers shall be held at the first meeting of the Board each calendar year. If a vacancy occurs during the year, it shall be filled by an election at the next regular meeting. In the event that both the Chair and Vice Chair are absent and/or are required to recuse themselves from a matter, but otherwise a quorum is present, the other members present shall elect a Chair Pro Tem for purposes of the meeting or matter. The Building and Codes Director shall designate a qualified member of the Building and Codes Department to serve as secretary to the Board, who shall keep a record of the Board's meetings and determinations. Such record shall be a public record, filed in the offices of the Building and Codes Department.
- (C) *Meetings.* Regular meetings of the Board shall be held once a month, unless cancelled by the Chair due to a lack of matters requiring the Board's consideration. The Chair shall have authority to call special meetings of the Board. A simple majority of the Board's membership shall constitute a quorum.
- (D) *Procedures.* The Board shall adopt procedures pursuant to which all hearings will be conducted.
- (E) *Powers and authority.* The Board shall have the authority to hear appeals as authorized by the Murfreesboro City Code, including, without limitation, the authority to hear appeals from a decision, notice, or order of the Chief Building Official or the Chief Building Official's designee enforcing any provision of International Building Code, the International Residential Code, the International Property Maintenance Code, the International Mechanical Code, the International Plumbing Code, the

International Fuel Gas Code, the International Fire Code, the International Energy Conservation Code, the Standard Excavation Code, 2010 ADA Standard for Accessible Design, ICC/ANSI A117.1-2009, Accessible and Usable Buildings and Facilities, International Pool and Spa Code, International Existing Building Code, and Chapter 21, Article V., Noise Control, of the Murfreesboro City Code, as such codes and standards have been adopted and amended by ordinance. The Board shall have the power to modify or reverse any such decision, notice, or order upon a finding based on a preponderance of the evidence presented:

- (1) That the true intent and meaning of any provision of the above-referenced codes and standards, or any of the rules legally adopted thereunder, have been incorrectly interpreted;
  - (2) That a provision of the above-referenced codes and standards on which the challenged decision, notice, or order is based does not apply under the circumstances;
  - (3) That an equally good or better form of construction is proposed;
  - (4) That the requirements of the above-referenced codes and standards are adequately satisfied by other means; and/or
  - (5) That the strict application of any requirement of the minimum property codes would cause an undue hardship for a party affected by the decision, order, or notice and relief from the strict application of such requirement would not create an undue risk to the health and safety of the occupants of the structure in question or the general public.
- (F) *Application for appeal.* Any person directly affected by a decision of the a decision, notice, or order of the Chief Building Official, or the Chief Building Official's designee, enforcing any provision of International Building Code, the International Residential Code, the International Property Maintenance Code, the International Mechanical Code, the International Plumbing Code, the International Fuel Gas Code, the International Fire Code, the International Energy Conservation Code, the Standard Excavation Code, the 2010 ADA Standards for Accessible Design, the ICC/ANSI A117.1-2009, Accessible and Usable Buildings and Facilities, International Pool and Spa Code, International Existing Building Code, and Chapter 21, Article V., Noise Control, of the Murfreesboro City Code, as such codes and standards have been adopted and amended by ordinance, shall have the right to appeal to the Construction Board of Adjustments and Appeals, provided that a written application for appeal is filed within twenty (20) calendar days after the day the decision, notice, or order was served. If the decision, notice, or order is served by mail, three (3) days shall be added to the time within which the written application for appeal must be filed.
- (G) *Notice of hearing.* An appellant shall be afforded at least ten (10) days' written notice of the meeting at which the appellant's appeal will be considered by the Board, unless appellant waives such notice.
- (H) *Board decisions.* The Board shall modify or reverse the decision, notice, or order appealed from only by a vote of a majority of the Board members hearing the appeal. The Board may condition any relief on the appellant's performance of specific actions and may prescribe appropriate conditions and safeguards in conformity with applicable code(s) and standard(s). In addition, the Board may prescribe a reasonable time limit within which any action required of the appellant shall be commenced or completed, or both. Violation of such conditions or time limits shall be deemed a violation of the applicable code(s) or standard(s). Each decision shall be in the form of a written order, setting forth the factual basis for the decision and any conditions or time limits placed on the relief afforded, if any. A copy of the decision shall be furnished to the appellant.
- (I) *Action on board decisions.* The Chief Building Official shall take immediate action in accordance with the decision of the Board, unless the City Manager and City Attorney authorize application to the Chancery Court for Rutherford County for a writ of certiorari to correct errors of law.
- (J) *Court review.* Any person, whether or not a previous party to the appeal, shall have the right to apply to the Chancery Court for Rutherford County for a writ certiorari to correct errors of law. Application for review shall be made in the matter and time required by law following the filing of the decision in the office of the Chief Building Official.
- (K) *Stays of enforcement.* An appeal from a decision, notice, or order (other than Imminent Danger notices and Stop Work orders) issued by the Chief Building Official,

or the Chief Building Official's designee, shall stay the enforcement of the notice and order until the appeal is heard by the Board.

**SECTION 8.** Chapter 11, Article II of the Murfreesboro City Code, dealing with the National Electrical Code, is hereby amended by deleting Section 11-4 in its entirety and substituting in lieu thereof the following new Section 11-4 and by creating a new Section 11-4.1:

**SECTION 11-4            NATIONAL ELECTRICAL CODE - ADOPTED.**

Except as otherwise provided in this chapter, all electrical construction and installations and all materials and appliances used in connection with electrical work and the operation of all electrical apparatus in the City shall conform both to the rules and regulations and provisions of the 2017 National Electrical Code and the applicable rules of the State of Tennessee, Department of Commerce and Insurance, Division of Fire Prevention. The 2017 National Electrical Code, as amended herein and all the provisions thereof are hereby approved and hereby adopted as the electrical code of the City and incorporated into this chapter as if set forth verbatim, not less than one copy each of said code having heretofore been filed in the office of the City Recorder.

**SECTION 11-4.1        NATIONAL ELECTRICAL CODE - AMENDED.**

The National Electrical Code, 2017 Edition, is hereby specifically amended, modified or deleted as follows:

- (A) Section 210.12, Arc Fault Circuit Interrupter Protection Dwelling units is amended by adding the following after the first paragraph: "Exception: Arc fault circuit interrupters are optional for bathrooms, laundry areas, garages and unfinished basements which are portions or areas of the basement not intended as habitable rooms and limited to storage, work or similar area, and for branch circuits dedicated to supplying refrigeration equipment."
- (B) Section 210.19(A)(3), Household Ranges and Cooking Appliances, is amended by adding a new subsection (A) to read as follows: "Where installed as separate units, ovens and cooktop units shall be served by individual circuits."
- (C) Section 210.52(A)(1), Spacing, is amended by adding an exemption to read as follows: "Receptacles are not required in wall spaces behind doors which may be opened fully against a wall surface; wall spaces measurements shall begin at the edge of the door when fully opened."
- (D) Section 210.52(C)(2), Island Counter Spaces, and 210.52(C)(3), Peninsular Counter Spaces, is amended by adding an exemption to read as follows: "The installation of receptacles for island counter space and peninsular counter spaces below the counter top shall be optional."
- (E) Section 230.71(A), Maximum Number of Disconnects, General, is amended by adding a new subsection (1) to read as follows: "Services equipment in dwelling units shall have only one (1) main means of disconnecting service of 225 amps or below."
- (F) Section 240.15 (B), Ungrounded Conductors Closed-Loop Power Distribution Systems, is amended by adding an exemption to read as follows: "Circuit breakers used as over current protectors for circuits serving devices not requiring a grounded (neutral) conductor, such as a 240v water heater shall be multiple breakers. Single Pole circuit breakers with tie handles shall not be approved for this purpose."
- (G) Section 334.15(C) is amended by adding the following to the end of the paragraph: "Exception: Nonmetallic-Sheathed Cable shall not be required to be run through bored holes in unfinished basements and crawl spaces with less than four feet (4') and six inches (6") of clearance."

**SECTION 9.** Section 11-13 of the Murfreesboro City Code, dealing with required inspections, is hereby amended by adding the following at the end of subsection (C):

"One- and two-family dwellings and townhomes must have temporary power on the structure prior to performing the final electrical inspection."

Section 11-13 is further amended by adding a new subsection (F) as follows:

“(F) Service release inspections must be completed prior to temporary service connection to a building or structure.”

**SECTION 10.** Section 11-24 of the Murfreesboro City Code, dealing with temporary and permanent service connections, is hereby amended by adding a new subsection (C) as follows:

(C) With respect to one- and two-family dwellings and townhomes only, a contractor, after receiving approval from the electrical inspector, may supply and use electrical current during construction as part of the electrical installation for 180 days before such installation has been fully completed and the certificate of occupancy has been issued. The release of temporary power is not permission to occupy the structure prior to issuance of the certificate of occupancy. If the structure is occupied under temporary power, the permit holder or general contractor will not be eligible for any other building permits and subject to violations and penalty per Section 11-29, for any period that the structure is occupied prior to the issuance of a certificate of occupancy.

**SECTION 11.** Sections 12-1 and 12-1.1 of the Murfreesboro City Code, dealing with the International Fire Code, are hereby amended by deleting the sections in their entirety and substituting in lieu thereof the following:

**SECTION 12-1            INTERNATIONAL FIRE CODE - ADOPTED.**

All structures and premises and all processes and safeguards from the hazard of fire and explosion arising from storage, handling, or use of structures, materials, devices and matters related to the construction, extension, repair, alteration, or removal of fire suppression and alarm systems in the City shall comply with the provisions of the 2018 International Fire Code, including Appendix Chapters C, and D, published by the International Code Council, one copy of which has been filed and remains on file in the office of the City Recorder, is hereby adopted and approved and incorporated into this chapter as fully and effectually as if set out at length herein, and except as specifically amended, modified or deleted in this chapter.

**SECTION 12-1.1        INTERNATIONAL FIRE CODE - AMENDED.**

The International Fire Code is hereby specifically amended, modified, or deleted as follows:

- (A) Section 101.1 is amended by deleting the phrase “[name of jurisdiction]” and substituting in lieu thereof the phrase “the City of Murfreesboro, Tennessee.”
- (B) Section 103 on creation of a department is amended by deleting the phrase “department of fire prevention” and substituting in lieu thereof the phrase “Murfreesboro Fire & Rescue Department.”
- (C) Section 105 on permits is deleted.
- (D) Section 106 on Fees is deleted.
- (E) Section 108 on a board of appeals is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The Construction Board of Adjustments and Appeals for the City of Murfreesboro shall have the authority to hear and decide appeals of any order, decision, or determination made by the fire code official relative to the application and interpretation of this code, in accordance with the procedures set forth in Section 7-16 of the Murfreesboro City Code.”
- (F) Section 113 on fees is deleted.
- (G) Section 404.2.3 is amended by deleting the word “approved” in the first sentence and substituting the word “reviewed”.
- (H) Section 505.1 is amended by deleting the section’s fifth and sixth sentences, which begins “Numbers shall be...” and substituting in lieu thereof the following: “Except for buildings located on the City’s public square and for townhomes, single-family

dwelling, and duplex buildings located elsewhere within the City, numbers shall be a minimum of 8 inches (203.2 mm) high with a minimum stroke width of 1.5 inches (38.1 mm).”

(I) Appendix B Fire Flow Requirements for Buildings is adopted.

(J) Appendix C Fire Hydrant Locations and Distribution is Hereby adopted.

(H) Appendix D Fire Apparatus Access Roads is amended as follows:

(1) Section D103.1 is amended by deleting the phrase “26 feet (7925 mm)” and in lieu thereof substituting “20 feet (6096 mm).”

(2) Table D103.4 and Figure D103.1 are amended by deleting all references to “96-foot diameter cul-de-sac” and in lieu thereof substituting “84-foot diameter cul-de-sac.”

(3) Section D107 is deleted.

**SECTION 12.** Sections 15-1, 15-2, and 15-3 of the Murfreesboro City Code, dealing with the International Fuel Gas Code, are hereby amended by deleting them in their entirety and in lieu thereof substituting the following:

#### **SECTION 15-1            INTERNATIONAL FUEL GAS CODE - ADOPTED.**

All construction, installation, alteration, replacement, enlargement, repairs, and maintenance of fuel gas systems and system components within the City, except those located in one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures, shall comply with the provisions of the 2018 International Fuel Gas Code, published by the International Code Council, one copy of which has been filed and remains on file in the office of the City Recorder, which is hereby adopted and approved and incorporated into this chapter as fully and effectually as if set out at length herein, except as specifically amended, modified, or deleted in this chapter. All construction, installation, alteration, replacement, enlargement, repairs, and maintenance of fuel gas systems and system components located in one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the provisions of the International Residential Code, as adopted and approved and incorporated into this chapter.

#### **SECTION 15-2            INTERNATIONAL FUEL GAS CODE - AMENDED.**

The International Fuel Gas Code is hereby specifically amended, modified, or deleted as follows:

(A) Section 101.1 is amended by deleting the phrase “[name of jurisdiction]” and substituting in lieu thereof the phrase “the City of Murfreesboro, Tennessee.”

(B) Section 103.1 on creating a department of fuel gas inspection is amended by deleting the phrase “department of fuel gas inspection” and substituting in lieu thereof the phrase “Building and Codes Department.”

(C) Section 104.4 on inspections is amended by adding the following to the end of this section: “Inspection of a gas equipment or appliance change out with like equipment or appliance having the same input BTU rating that is performed by a gas contractor licensed with the City of Murfreesboro is not required.”

(D) Section 106.2 on work exempt from permits is hereby amended by adding two exemptions that shall read as follows:

“3. Replacement of any like gas appliance or equipment with the same input BTU rating when work is performed by a gas contractor licensed with the City of Murfreesboro.

4. Emergency repairs may be performed at night, or weekends and holidays, and during a natural disaster without first obtaining a permit. However, a permit must be obtained within the next two working days, unless the type of work performed is exempt from permits.”

(E) Section 106.6.1 on work commencing before permit issuance is amended by deleting the phrase “subject to an additional fee established by the code official, which shall be in addition to the required permit fees” and in lieu thereof substituting the following: “required to pay two times the established fee for the required permit. The Chief

Building Official may waive the doubling of the established fee where the contractor or other person applying for the permit demonstrates good cause for the failure to obtain the required permit before commencing work.”

- (F) Section 106.6.2 on schedule of permit fees is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “Permit fees shall be set by the City Council.”
- (G) Section 106.6.3 on refunds is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The City Council shall adopt a policy governing the refunding of permit fees.”
- (H) Section 109 on means of appeals amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The Construction Board of Adjustments and Appeals for the City of Murfreesboro shall have the authority to hear and decide appeals of any order, decision, or determination made by the Chief Building Official relative to the application and interpretation of this code, in accordance with the procedures set forth in Section 7-16 of the Murfreesboro City Code.”
- (I) Section 623 on cooking appliances is amended by adding a new section that shall read as follows:  
“623.8 Commercial cooking appliance safeguard devices. All commercial gas-fired cooking equipment, new or used, must be equipped with a flame safeguard device that shall automatically shut off the fuel supply to a main burner or group of burners when the means of ignition of such burners becomes inoperable.”

### **SECTION 15-3            RESERVED.**

SECTION 13. Sections 17-1 and 17-2 of the Murfreesboro City Code, dealing with the International Property Maintenance Code, are hereby amended by deleting the sections in their entirety and substituting in lieu thereof the following:

### **SECTION 17-1            INTERNATIONAL PROPERTY MAINTENANCE CODE - ADOPTED.**

All existing residential and nonresidential structures, including all equipment and systems located therein, and all existing premises, structures, and facilities, within the City shall be maintained with respect to light, ventilation, space, safety from fire and other hazards, sanitation, occupancy, and use in accordance with the provisions of the 2018 International Property Maintenance Code, including Appendix A, published by the International Code Council, one (1) copy of which has been filed and remains on file in the office of the City Recorder, and which is hereby adopted and approved and incorporated into this chapter as fully and effectually as if set out at length herein, except as specifically amended, modified or deleted as provide in this chapter.

### **SECTION 17-2            INTERNATIONAL PROPERTY MAINTENANCE CODE - AMENDED.**

The International Property Maintenance Code is hereby specifically amended, modified or deleted as follows:

- (A) Section 101.1 is amended by deleting the phrase “[name of jurisdiction]” and substituting in lieu thereof the phrase “the City of Murfreesboro, Tennessee.”
- (B) Section 103.1 on creating a department of property maintenance is amended by deleting the phrase “Department of Property Maintenance” and substituting in lieu thereof the phrase “Building and Codes Department.”
- (C) Section 103.5 is amended fees by deleting the text of this section in its entirety and in lieu thereof substituting the following: “Fees for activities and services performed by the department in carrying out its responsibilities under this code shall be set by the City Council.”
- (D) Section 111 on means of appeals amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: “The Construction Board of Adjustments and Appeals for the City of Murfreesboro shall have the authority to hear and decide appeals of any order, decision, or determination made by the Chief Building Official relative to the application and interpretation of this code, in accordance with the procedures set forth in Section 7-16 of the Murfreesboro City Code.”

- (E) Section 112.4 on failure to comply with a stop work order is amended by deleting the phrase “not less than [AMOUNT] dollars or more than [AMOUNT] dollars” and in lieu thereof substituting the phrase “up to fifty (50) dollars per day that the unauthorized work is continued.”
- (F) Section 302.1 on sanitation is amended by adding the following sentence to the end of the paragraph: “Furniture intended for indoor use shall not be stored or used outdoors.”
- (G) Section 302.4 on weeds is amended by deleting the text in its entirety and lieu thereof substituting the following: “All premises and exterior property shall be maintained free from weeds, plant growth, and refuse in accordance with the City’s Weed and Refuse Ordinance, Sections 14-50 through 14-58 of the Murfreesboro City Code.”
- (H) Section 302.8 on motor vehicles sanitation is amended by adding the following sentence to the end of the paragraph: “Parking of motor vehicles on lawn or grass areas is not permitted.”
- (I) Section 304.3 on premises identification is amended by deleting the word “Buildings” from the beginning of the first sentence and lieu thereof substituting the phrase “Townhomes, single-family dwellings, and duplex buildings” and by adding the following sentence to the end of the paragraph: “All other structures must comply with the International Fire Code, as amended.”
- (J) Section 304.13.2 on openable windows is amended by adding exception at the end of the section’s existing text: “Exception: Windows not required by this code for ventilation or emergency egress shall not be required to open, provided that every required emergency egress window is so designated with a fire emblem or decal placed by the owner on the glazing of every required emergency egress window.”
- (K) Section 304.14 on insect screens is amended by inserting the words “April 1 to October 1” in lieu of “[Date] to [Date]”.
- (L) Section 403.2 on bathroom and toilet rooms is amended by adding the following exception at the end of the section’s existing text: “Exception: When a listed and labeled recirculating fan is installed in accordance with the manufacturer’s installation instructions, it shall not be required to discharge to the outdoors.”
- (M) Section 502.4 on employees’ facilities is amended by deleting the phrase “and one drinking facility.”
- (N) Sections 602.3 and 602.4 on heating facilities are amended by inserting the words “October 1 to April 30” in lieu of “[Date] to [Date]”.

**SECTION 14.** Sections 23-1, 23-2 and 23-3 of the Murfreesboro City Code, dealing with the International Plumbing Code, are hereby amended by deleting the sections in their entirety and substituting in lieu thereof the following:

**SECTION 23-1                    INTERNATIONAL PLUMBING CODE - ADOPTED.**

All construction, installation, alteration, replacement, enlargement, repairs and maintenance of plumbing systems and system components within the City, or connected to the City water and/or sewerage systems, except those located in one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures, shall comply with the provisions of the 2018 International Plumbing Code, including Appendix Chapter B, published by the International Code Council, one copy of which has been filed and remains on file in the office of the City Recorder, is hereby adopted and approved and incorporated into this chapter as fully and effectually as if set out at length herein, except as specifically amended, modified or deleted in this chapter. All construction, installation, alteration, replacement, enlargement, repairs, and maintenance of plumbing systems and system components located in one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures within the City, or connected to the City water and/or sewerage systems shall comply with the provisions of the International Residential Code, as adopted and approved and incorporated into this chapter.

**SECTION 23-2                    INTERNATIONAL PLUMBING CODE - AMENDED.**

- (A) Section 103.1 creating a plumbing department is amended by deleting the phrase "department of plumbing inspection" and substituting the phrase "Building and Codes Department."
- (B) Section 106.2 on plumbing work exempt from permits is amended by adding an exemption to read as follows: "(3) Emergency repairs may be performed at night, on weekends and holidays, and following a natural disaster, without first obtaining a permit. However, a permit must be obtained within the next two working days, unless the type of work performed is exempt from a permit."
- (C) Section 106.6.1 on work commencing before permit issuance is amended by adding the following sentence to the end of the section: "The Chief Building Official may waive the doubling of the established fee where the contractor or other person applying for the permit demonstrates good cause for the failure to obtain the required permit before commencing work."
- (D) Section 106.6.2 on fee schedule is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: "Permit fees shall be set by the City Council."
- (E) Section 106.6.3 on refunds is amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: "The City Council shall adopt a policy governing the refunding of permit fees."
- (F) Section 109 on means of appeals amended by deleting the text of this section in its entirety and in lieu thereof substituting the following: "Except for appeals for variances to the connection backflow and back-siphonage requirements set forth in this code, the Construction Board of Adjustments and Appeals for the City of Murfreesboro shall have the authority to hear and decide appeals of any order, decision, or determination made by the Chief Building Official relative to the application and interpretation of this code, in accordance with the procedures set forth in Section 7-16 of the Murfreesboro City Code. The Murfreesboro Water Resources Board shall be the backflow and back-siphonage Control Board and shall hear all appeals for variances to cross connection backflow and back-siphonage requirements."
- (G) Section 302 on exclusion of materials detrimental to the sewer system is amended by deleting the section in its entirety and substituting in lieu thereof the following: "Detrimental or dangerous materials and industrial wastes shall comply with Section 33-36 through 33-43 of the Murfreesboro City Code."
- (H) Section 306.3 on backfilling is amended by adding the following sentence to the end of this section: "All pipe shall be placed on a No. 67 bedding and initial fill of No. 67 stone over the top of the pipe a minimum of six inches in depth".
- (I) Section 416 on food waste grinder units is amended by deleting the section in its entirety and substituting in lieu thereof the following: "Use of garbage grinders by restaurants, institutional indoor commercial kitchens, or food wholesalers or retailers is prohibited in accordance with Section 33-36(A)(2)(E) of the Murfreesboro City Code."
- (J) Section 605.3.1 on dual check-valve-type backflow preventers is amended by deleting this section in its entirety and substituting in lieu thereof the following: "Dual check-valve-type backflow preventers shall comply with Section 33-19(F)(2) of the Murfreesboro City Code."
- (K) Section 607.2 on hot or tempered water supply to fixtures is amended by deleting the phrase "50 feet (15,240 mm)" and in lieu thereof substituting the phrase "100 feet (30,480 mm)."
- (L) Section 608.1 on protection of the potable water supply is amended by adding at the end of the last sentence the following sentence: "Backflow preventer applications shall comply with Section 33-18 or Section 33-19 of the Murfreesboro City Code, whichever is more restrictive."
- (M) Section 608.7 on cross connection control is amended by deleting the period at the end of the section and adding the following phrase: "pursuant to Sections 33-18 through 33-22 of the Murfreesboro City Code."
- (N) Section 608.9 on identification of potable and non-potable water is amended by deleting the period at the end of the section and adding the following phrase: "and Section 33-19(I) of the Murfreesboro City Code."
- (O) Section 608.14 on backflow protection is amended by deleting the period at the end of the section and adding the following phrase: "and Section 33-18 and Section 33-19 of the Murfreesboro City Code."

- (P) Section 608.15 on location of backflow prevention devices is amended by deleting the period at the end of the section and adding the following phrase: “and Section 33-19(G) of the Murfreesboro City Code.”
- (Q) Section 608.15.1 on outdoor enclosures for backflow prevention devices is amended by deleting the period at the end of the section and adding the following phrase: “and Section 33-19(G) of the Murfreesboro City Code.”
- (R) Section 608.16.1 on protection by air gaps is amended by adding the following sentence to the end of the section: “The minimum air gap allowed is two inches.”
- (S) Section 608.17.4 on connections to automatic fire sprinkler systems is amended by deleting the period at the end of the section and adding the following phrase: “pursuant to Section 33-19(G) of the Murfreesboro City Code.”
- (T) Section 608.17.5 on connections to lawn irrigation systems is amended by deleting the words “an atmospheric type vacuum breaker, a pressure vacuum breaker or” in the first sentence of this section.
- (U) Section 701.2 on sewer required is amended by adding the following sentence to the end of this section: “Where available shall be the same as ‘accessible sewer’ as defined and regulated in Section 33-400 of the Murfreesboro City Code.”
- (V) Section 701.5 on damage to drainage system of public sewer is amended by deleting the phrase “Section 1003” and substituting in lieu thereof the phrase “Section 33-36 through Section 33-43 of the Murfreesboro City Code.”
- (W) Section 702.5 on connections is amended by deleting the sentence, “Wastewater when discharged in the building sewer system shall be at a temperature not higher than 140 degrees Fahrenheit.” and substituting in lieu thereof the following sentence: “Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit or any combination of temperature and volume sufficient to raise the temperature of the wastewater plant influent to 100 degrees Fahrenheit is prohibited.”
- (X) Section 702.6 on chemical waste systems is amended by deleting the phrase “Section 803.2” and substituting in lieu thereof the phrase: “Section 33-36 through 33-43 of the Murfreesboro City Code.”
- (Y) Section 703 on building sewers is cumulative by adding the following subsection: “703.7 Maximum Building Sewer Length. The length of a building sewer on any single parcel shall not exceed the maximum length established in the most recent version of Section 5.1 of the Murfreesboro Water Resources Department Policies, Procedures and General Design Manual, approved by the City Council.”
- (Z) Section 712.1 on sumps and ejectors is amended by adding the following sentence to the end of the section: “In addition, where a sump and/or ejector is installed in accordance with this section, the owner shall execute a release and indemnification agreement in accordance with Section 33-35 (H)(1) of the Murfreesboro City Code.”
- (AA) Section 714.1 on backwater valve sewage backflow is amended by adding the following sentence to the end of the section: “In addition, where a backwater valve is installed in accordance with this section, the owner shall execute a release and indemnification agreement in accordance with Section 33-35 (H)(1) of the Murfreesboro City Code.”
- (BB) Section 802.3.1 on air gaps is amended by adding the following sentence to the end of the section: “The minimum air gap permitted is two inches.”
- (CC) Section 803 on special waste is amended by adding the following sentence to the end of the section: “Special waste shall also comply with Section 33-35 through Section 33-43 of the Murfreesboro City Code.”
- (DD) Section 903.1 on roof extensions is amended by deleting the word “[number]” and substituting in lieu thereof “six (6) inches.”
- (EE) Section 1003.2 on approval of interceptors and separators is amended by adding the following sentence to the end of this section: “Section 33-36(E) and (F) of the Murfreesboro City Code shall govern the size, type, and location of each interceptor and separator.”
- (FF) Section 1003.3.2 on food waste grinders is amended by deleting the section in its entirety and substituting in lieu thereof the following: “Use of garbage grinders by restaurants, institutional indoor commercial kitchens, or food wholesalers or retailers is prohibited in accordance with Section 33-36(A)(2)(E) of the Murfreesboro City Code.”
- (GG) Section 1003.3.4 on grease traps is amended by deleting the section in its entirety and substituting in lieu thereof the following: “Grease traps shall be of a type and

capacity specifically approved by the Murfreesboro Water Resources Department and shall be located at a site specifically approved by that Department.”

(HH) Chapter 13 on gray water recycling is amended by deleting the chapter in its entirety and replacing it with a new “Chapter 13 Use of Re-Purified Water Systems in Commercial Buildings” that reads as follows:

“Section 1301 General

1301.1 Scope. The provisions of Chapter 13 shall govern the use, materials, design, construction, and installation of re-purified water systems in commercial buildings for flushing of water closets/toilets and urinals.

1301.2 Use of re-purified water. Re-purified water systems may be installed and used only in commercial buildings and only to supply water closets/toilets and urinals.

1301.3 Tests. All components of re-purified water systems shall be tested in accordance with Section 312.

1301.3 Inspections. Re-purified water systems shall be inspected by Murfreesboro Water Resources Department in accordance with Section 107 and as may be required by the Water Resources Director.

Section 1302 Permits

1302.1 When Required

Any owner, authorized agent, or contract who desires to install, enlarge, alter, repair, convert, or replace any re-purified water system in a commercial building, or who causes such work to be done, shall first make application to the Chief Building Official and obtain the required permit for the work.

1302.2 Submittal of plans to Murfreesboro Water Resources Department

All applicants seeking a permit relating to the installation, enlargement, alteration, repair, conversion, or replacement of a re-purified water system must submit a complete set of plans for the system to the Director of the Murfreesboro Water Resources Department, along with any other documentation, legal or otherwise, that may be required by the Murfreesboro Water Resource Director.

1302.3 Approval by Murfreesboro Water Resources Department

No permit relating to the installation, enlargement, alteration, repair, conversion, or replacement of a re-purified water system may issue without the written approval of the Director of the Murfreesboro Water Resources Department.

Section 1303 System Requirements

1303.1 Materials

Pipe materials shall conform to Section 605.4.

1303.2 Identification

All re-purified system piping must be purple in color and labeled “NON-POTABLE – DO NOT DRINK” in black lettering. The purple color must be integral to the material of all pipes, pipe fittings, and appurtenances. Painted pipe, fittings, or appurtenances will not be accepted. The labeling must be permanently applied to the pipe, by either integrating into the pipe during the manufacturing process or by use of a permanently attached label. This label shall be no further apart than four feet on center. If the selected material cannot be manufactured with the required integrated purple color, then a permanent adhesive tape with the purple background and the required lettering must be secured to the entire length of the pipe. The required lettering must be placed so that it is readily visible on at least two sides if the pipe were to be exposed.

1303.3 No cross-connections. There shall be absolutely no cross-connection between the re-purified system and the potable water supply system. This includes, but not limited to: air gaps, back-flow preventers or any other cross-connection control device.

1303.4 Coloring. The re-purified water system shall have a permanent, automatic system that will inject a blue colored dye into the re-purified system. This device must be connected to the re-purified system as it enters the building and before any branches of the system. A check-valve and a separate stop valve shall be installed on the re-purified system prior to the connection of dye system, in order to prevent dye from entering the public portion of the re-purified supply system.

1303.5 Signs. Permanently attached signs stating “CAUTION – NON-POTABLE WATER” shall be placed at the shut off valve for each connected fixture and inside the tank of all tank-type water closets. For urinals said signs shall be placed on the wall directly above the urinal and no higher than eighteen inches above the top of the urinal itself. These signs must be constructed of non-corrosive material with the lettering permanently integrated into the sign.”

(II) For purposes of determining and enforcing requirements of this code relating to the sizing building roof and storm drains, the rainfall rate design value of 3.3 inches per hour, based on a one-hundred-year hourly rainfall rate, shall be used.

**SECTION 23-3            RESERVED.**

SECTION 15. This Ordinance shall take effect on February 1, 2019, or fifteen (15) days after its passage upon second and final reading, whichever shall last occur, the public welfare and the welfare of the City requiring it. Except as provided more specifically in subsections (A) and (B) below, the Codes, Code editions, and Code amendments adopted by this Ordinance shall be applied to all permit applications, building plans, and property maintenance issues considered or arising after the effective date of this Ordinance.

**(A) Townhomes.** Any townhome building for which a building permit is obtained after the effective date of this Ordinance must comply with the Codes, Code editions, and Code amendments adopted by this Ordinance regardless of when an applicant initially submits the building plans for review by the Building and Codes Department.

**(B) Plans for buildings other than townhomes submitted for review before June 1, 2019.** Permit applicants submitting plans for any building other than a townhome for review by the Building and Codes Department before June 1, 2019, must obtain a building permit on or before September 1, 2019. If a permit is not obtained on or before September 1, 2019, the permit applicant shall be required to resubmit plans that comply with the Codes, Code editions, and Code amendments adopted by this Ordinance in order to obtain a building permit.

Passed: \_\_\_\_\_  
Shane McFarland, Mayor

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

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

ATTEST: APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa Wright  
City Recorder

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

SEAL

# COUNCIL COMMUNICATION

Meeting Date: 1/17/19

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<b>Item Title:</b>	Updates to City Ordinance 18-0-70, Section 21-47	
<b>Department:</b>	Parks and Recreation	
<b>Presented by:</b>	Nate Williams, Director	
<b>Requested Council Action:</b>	Ordinance	<input checked="" type="checkbox"/>
	Resolution	<input type="checkbox"/>
	Motion	<input type="checkbox"/>
	Direction	<input type="checkbox"/>
	Information	<input type="checkbox"/>

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## Summary

Updates to City Ordinance 18-0-70, Section 21-47.

## Staff Recommendation

Approve updates to City Ordinance 18-0-70, Section 21-47.

## Background Information

City Ordinance 18-0-70, codified in the City Code as Section 21-47, pertains to the closing hours for the Civic Plaza, City parks, parking lots, school grounds, and trespassing. Staff proposes to update the parks information in the ordinance to promote consistency and alignment to the current structure and needs of the expanding park system, including the hours that the grounds will be closed for Cannonsburgh. Approval of the Ordinance changes were approved by the Murfreesboro Parks and Recreation Commission at its December 5, 2018, meeting.

## Council Priorities Served

*Excellent Services with a Focus on Customer Service*

Murfreesboro Parks and Recreation Department staff would like to establish reasonable closing hours for park grounds throughout its parks system to best serve the public's safe usage of the parks.

## Fiscal Impacts

None

## Attachment:

1. Ordinance 18-0-70, Section 21-47

**ORDINANCE 18-O-70** amending the Murfreesboro City Code, Chapter 21 – Offenses and Miscellaneous Provisions, Section 21-47 dealing with the closing hours for Civic Plaza, City parks, parking lots, school grounds and trespassing.

**WHEREAS**, recent administrative changes have consolidated the management of Civic Plaza within the Parks and Recreation Department; and,

**WHEREAS**, updated operating hours for this and other property managed by the Parks and Recreation Department will promote consistency and align with the current structure and needs of a growing parks system; and,

**WHEREAS**, the Parks and Recreation Commission recommended this Code amendment at its December 5, 2018 meeting and the City Manager and City Attorney agree with this recommendation.

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

**SECTION 1.** Section 21-47, Closing hours for City parks, parking lots, school grounds, and Cannonsburgh; trespassing, of the Murfreesboro City Code is hereby amended by deleting the heading and section in its entirety and substituting in lieu thereof the following:

**Section 21-47 - Closing hours for Civic Plaza, City parks, parking lots, school grounds; trespassing.**

- (A) No person is allowed to be on the grounds of any City school between the hours of 10:00 p.m. and 5:00 a.m., except as authorized by the Director of Schools or the Director's designee.
- (B) No person is allowed to be in a City-owned parking lot or garage between the hours of 12:00 midnight and 6:00 a.m. except to park or retrieve a motor vehicle. A person parking or retrieving a motor vehicle may remain in the vehicle for no more than five minutes before exiting the parking lot or garage. There shall be no congregating or loitering in a City parking lot or garage between the hours of 12:00 midnight and 6:00 a.m.
- (C) No person is allowed to be on the grounds of any City park in violation of the hours of operation for that park established by the Parks and Recreation Commission and posted at the park's primary entrances. These hours may change seasonally and may vary for different areas within a park. In the absence of more restrictive hours, no person is allowed to be on the grounds of any City park between the hours of 11:00 p.m. and 6:00 a.m., provided, however, that any person in a park attending an event authorized by the Parks and Recreation Department is allowed to be on the grounds of that park for one-half hour after the conclusion of the event.
- (D) No person is allowed to be on the grounds of Civic Plaza between the hours of 9:00 p.m. and 7:00 a.m., except as is reasonably necessary to enter or exit City Hall, Linebaugh Library, or the parking garage below Civic Plaza. In addition, no person or persons shall loiter, gather, congregate, or hold any event on Civic Plaza between the hours of 9:00 p.m. and 7:00 a.m., except as authorized by the City Manager or the City Manager's designee by way of a permit or other agreement with the City.
- (E) The provisions of this section shall not be applicable to:
  - (1) City or other government employees on the premises acting in the course of their employment; and
  - (2) Persons on designated park property during special events, activities, or programs approved by the Department.
- (F) Any person who violates this section shall be a trespasser and subject to punishment in as provided in Code §§ 1-8 and 21-46.

**SECTION 2.** 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:

Shane McFarland, Mayor

1<sup>st</sup> reading

2<sup>nd</sup> reading

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright  
City Recorder

Adam F. Tucker  
City Attorney

SEAL

# COUNCIL COMMUNICATION

Meeting Date: 1/17/19

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**Item Title:** Zoning Ordinance Amendment Pertaining to Site Plan Review Authority [2018-807]

[Public Hearing Required] (First Reading)

**Department:** Planning

**Presented by:** Donald Anthony, AICP, Planning Director

**Requested Council Action:**

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

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**Summary**

Amend the Murfreesboro Zoning Ordinance to establish new thresholds for administrative site plan review and Planning Commission site plan review.

**Staff Recommendation**

Conduct a public hearing, pass and adopt the ordinance amending the Zoning Ordinance.

The Planning Commission unanimously recommended approval of the amendment by a vote of 6-0.

**Background Information**

The Planning Department presents this amendment to the Murfreesboro Zoning Ordinance [2018-807], which is intended to establish appropriate review paths for site plans. Site plans requiring Planning Commission review would include: developments located in an area where the Planning Commission acts as a design review body; multi-family residential developments in the RM-12 and RM-16 zoning districts; and developments that include any off-site traffic, transportation, and/or drainage improvements. Additionally, the Planning Director would have the authority to require Planning Commission review when: the public interest would be better served; the applicant wishes to appeal a staff-imposed condition of approval; and/or an alternative approach to established design standards is warranted. During its regular meeting on November 7, 2018, the Planning Commission conducted a public hearing on this matter. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval.

**Council Priorities Served**

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The amendment should lead to more site plans qualifying for administrative review. This, in turn, will reduce unnecessary wait times for applicants wishing to move into the construction phase.

### *Engaging Our Community*

Public hearings are the official source of public input from stakeholders for changes to City regulations.

### **Fiscal Impacts**

None.

### **Attachments:**

1. Ordinance 18-O-69
2. Staff Report from 11/7/18 Planning Commission meeting
3. Minutes from 11/7/18 Planning Commission meeting

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
NOVEMBER 7, 2018**

**Proposed amendments to the Zoning Ordinance regarding Section 7, Site Plan Review [2018-807], pertaining to site plan review authority, City of Murfreesboro Planning Department applicant.**

This proposed Zoning Ordinance revision would expand the scope of administrative site plan review in accordance with the Zoning Ordinance. Presently, the Zoning Ordinance authorizes the Planning Commission to review and approve site plans when certain thresholds are met. These include: residential buildings containing five or more dwelling units; commercial, industrial, institutional, medical, or multi-family developments of one or more acres; structures greater than 5,000 square feet in total area; and commercial, industrial, institutional, medical, or multi-family developments of any size located within the GDO district. For a complete list of site plans for which Planning Commission review and approval is required, see Section 7(D)(2) of the Zoning Ordinance.

Site plans that do not meet the thresholds set forth in Section 7(D)(2) are subject to administrative review per Section 7(D)(4). In 2017, the City Council approved a Zoning Ordinance revision giving the Planning Director the discretion to send certain site plans to the Planning Commission for review, even with those plans might otherwise qualify for administrative review. This revision has been codified as Section 7(D)(5) of the Zoning Ordinance. Specifically, Section 7(D)(5) grants the Planning Director the authority to exercise discretion when: 1) site plans for which the Planning Director determines that the public interest would be better served by requiring Planning Commission review; and 2) cases in which an applicant wishes to appeal a condition imposed upon a site plan by staff during the administrative review process.

The proposed Zoning Ordinance revision would amend the thresholds for Planning Commission and administrative review of site plans. The Planning Commission would retain review authority in three scenarios: for commercial, industrial, institutional, medical, and multi-family residential developments of any size in any area where the Planning Commission acts as a design review body, such as the Gateway Design Overlay (GDO); for all new and expanded multi-family residential developments in the RM-12 and RM-16 zoning districts; and for all developments that include off-site traffic, transportation, and/or drainage improvements.

Administrative review would be expanded to include all other site plan types. The various components of site plans—including stormwater management, access control, zoning entitlements, lighting, trash enclosures, and bulk standards—are regulated by the Zoning Ordinance, Subdivision Regulations, and/or other adopted City codes. The site plan review process leaves little to no room for subjectivity. Properly-trained plan reviewers can effectively review most site plans in accordance with all adopted City ordinances and regulations. For cases where additional scrutiny may be necessary, the proposed Zoning Ordinance revision would continue to give the Planning Director the discretionary authority to send site plans forward to the Planning Commission. This revision would extend that discretionary authority

to include cases where an alternative approach to one or more design standards set forth in the Murfreesboro Design Guidelines is warranted.

Staff recommends that the Planning Commission conduct a public hearing on this matter and then make a recommendation to the City Council. Staff will be available to answer any questions that the Planning Commission may have.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 7, 2018

Ms. Kathy Jones made a motion to approve subject to all staff comments, seconded by Ms. Jennifer Garland. The motion carried by unanimous vote in favor.

## **Proposed amendments to the Zoning Ordinance regarding Section 7, Site Plan Review**

### **[2018-807], pertaining to site plan review authority, City of Murfreesboro Planning**

**Department applicant.** Mr. Donald Anthony began by making known that the proposed Zoning Ordinance revision would expand the scope of administrative site plan review. Presently, the Zoning Ordinance authorizes the Planning Commission to review and approve site plans when certain thresholds are met. These include: residential buildings containing five or more dwelling units; commercial, industrial, institutional, medical, or multi-family developments of one or more acres; structures greater than 5,000 square feet in total area; and commercial, industrial, institutional, medical, or multi-family developments of any size located within the GDO district. For a complete list of site plans for which Planning Commission review and approval is required, see Section 7(D)(2) of the Zoning Ordinance.

Site plans that do not meet the thresholds set forth in Section 7(D)(2) are subject to administrative review per Section 7(D)(4). In 2017, the City Council approved a Zoning Ordinance revision giving the Planning Director the discretion to send certain site plans to the Planning Commission for review, even with those plans might otherwise qualify for administrative review. This revision has been codified as Section 7(D)(5) of the Zoning Ordinance. Specifically, Section 7(D)(5) grants the Planning Director the authority to exercise discretion when: 1) site plans for which the Planning Director determines that the public interest would be better served by requiring Planning Commission review; and 2) cases in which an applicant wishes to appeal a condition imposed upon a site plan by staff during the administrative review process.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 7, 2018**

The proposed Zoning Ordinance revision would amend the thresholds for Planning Commission and administrative review of site plans. The Planning Commission would retain review authority in three scenarios: for commercial, industrial, institutional, medical, and multifamily residential developments of any size in any area where the Planning Commission acts as a design review body, such as the Gateway Design Overlay (GDO); for all new and expanded multi-family residential developments in the RM-12 and RM-16 zoning districts; and for all developments that include off-site traffic, transportation, and/or drainage improvements.

Administrative review would be expanded to include all other site plan types. The various components of site plans—including stormwater management, access control, zoning entitlements, lighting, trash enclosures, and bulk standards—are regulated by the Zoning Ordinance, Subdivision Regulations, and/or other adopted City codes. The site plan review process leaves little to no room for subjectivity. Properly-trained plan reviewers can effectively review most site plans in accordance with all adopted City ordinances and regulations. For cases where additional scrutiny may be necessary, the proposed Zoning Ordinance revision would continue to give the Planning Director the discretionary authority to send site plans forward to the Planning Commission. This revision would extend that discretionary authority to include cases where an alternative approach to one or more design standards set forth in the Murfreesboro Design Guidelines is warranted.

Mr. Eddie Smotherman wanted to know if this request would have an impact anyway on the sale of alcohol. Mr. Donald Anthony answered that most sales facilities such as restaurants would be routine reviews, and staff would be comfortable handling these types of requests. However, if it were something larger such as a manufacturer of alcohol or some type of brewery, it would definitely be in the public interest to be reviewed by the Planning Commission.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 7, 2018

Chairman Bob Lamb opened the public hearing. No one came forward to speak for or against the proposed amendment; therefore, Chairman Bob Lamb closed the public hearing.

Ms. Kathy Jones wanted to confirm that the Planning Commission usually does not change anything that Staff has already addressed. Mr. Anthony answered, that is correct. However, the Gateway projects being reviewed are impacted by the Planning Commission because they are a design review body. Continuing, Mr. Anthony made known that over the last year, Staff had placed more site plans on the consent agenda. This had occurred to prevent the Planning Commission meetings from being bogged down. Staff has made a conscious effort to shift more projects onto the consent agenda.

Mr. Warren Russell wanted to know if Staff would be providing a list of site plans to the Planning Commission that had been reviewed administratively. Mr. Anthony answered that a list would be provided in the agenda packet.

**Ms. Kathy Jones made a motion to approve subject to all staff comments, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.**

**Proposed amendments to Murfreesboro 2035 regarding Map 4.2, Future Land Use [2018 805], pertaining to annual update to Future Land Use map, City of Murfreesboro Planning Department applicant.** Ms. Marina Rush began by making known Staff is requesting an amendment to the Murfreesboro Comprehensive Plan 2035 Future Land Use Map. The Planning Department is responsible for future revisions and updates to the Comprehensive Plan. The 2035 Comprehensive Plan was adopted by the City of Murfreesboro Planning Commission on July 12, 2017. Since the adoption of the Comprehensive Plan 2035 through June 30, 2018, the City has considered and approved 30 rezonings inconsistent with the Future Land Use Map– Map 4.2-- with the intention to modify the Future Land Use Map to match the new zoning.

**ORDINANCE 18-O-69** amending Murfreesboro City Code Appendix A—Zoning, Section 7, Site Plan Review, pertaining to site plan review authority, City of Murfreesboro Planning Department, applicant [2018-807].

**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) by removing subsections (D)(2), (D)(4) and (D)(5) in their entirety and substituting in lieu thereof the following:

- (2) Planning Commission site plan review and approval shall be required for the following:
  - (a) commercial, industrial, institutional, medical, or multi-family residential developments of any size located within any area where the Planning Commission acts as a design review body;
  - (b) new multi-family residential developments in the RM-12 and RM-16 zoning districts and enlargements of existing multi-family residential developments in the RM-12 and RM-16 zoning districts; and
  - (c) any site plan that includes any off-site traffic, transportation, and/or drainage improvements, whether required by the City or offered by the applicant.
- (4) Administrative site plan review and approval shall be required for the following applications regardless of any approval by any other body as provided in this article:
  - (a) all applications for building permits for new construction or enlargement of commercial, industrial, institutional, and medical developments;
  - (b) all applications for building permits for new construction or enlargement of multi-family residential developments except those located in the RM-12 and RM-16 zoning districts;
  - (c) all applications for building permits for new construction or enlargement of two-family, three-family, and four-family residential structures;
  - (d) all changes of use or applications for building permits involving a change or occupancy that: will increase the need for parking as defined by this article; will require site improvements in accord with this article or other City codes and/or ordinances; or will include voluntarily proposed site improvements as a function of the change of use;
  - (e) all applications for building permits for additions to residential structures that will increase density;
  - (f) all applications for building permits for construction or alteration of structures located within areas of special flood hazard in accordance with the requirements of Section 34, Floodplain Zoning, of this article; and
  - (g) any other application that the Planning Director deems appropriate for administrative site plan review and approval.
- (5) At the Planning Director's discretion, Planning Commission review and approval shall be required for certain site plans which otherwise qualify for administrative site plan review as described in Section 7(D)(4). The Planning Director may exercise such discretion when:
  - (a) the Planning Director determines that the public interest would be better served by requiring Planning Commission review;
  - (b) an applicant wishes to appeal a condition imposed upon a site plan by staff during the administrative site plan review process; or

- (c) the Planning Director determines an alternative approach to one or more design standards set forth in the Murfreesboro Design Guidelines is warranted.

SECTION 2. 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:

Shane McFarland, Mayor

1<sup>st</sup> reading

2<sup>nd</sup> reading

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright  
City Recorder

Adam F. Tucker  
City Attorney

SEAL

# COUNCIL COMMUNICATION

**Meeting Date: 1/17/2019**

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**Item Title:** Hotel/Motel Occupancy Tax Increase

**Department:** Administration

**Presented by:** Craig Tindall

**Requested Council Action:**

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

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**Summary**

Increase in the Hotel/Motel Occupancy Tax from 2.5% to 5%

**Staff Recommendation**

Approve ordinance increasing the tax rate effective March 1, 2019.

**Background Information**

As discussed at the January 9, 2019 City Council workshop, staff proposes increasing the City's Hotel/Motel Tax rate to 5%.

The current tax rate of 2.5% has been in place since 1993. Under this current rate, the City allocates 30% of receipts to the Convention & Visitor's Bureau and 10% to Stones River Trail maintenance costs, with the remainder goes into General Fund. Under the proposed increase, funding allocation for the CVB and the trail system will remain stable by changing the allocation amount to a 15% for the CVB and 5% to trail maintenance. The remainder will go to General Fund to promote tourism and secure economic development projects that enhance business relocation and employment opportunities.

**Council Priorities Served**

*Strong and Sustainable Financial and Economic Health*

Review of tax rates are necessary to assure sustainable financial condition of the City and to maintain the level of services that the citizens, businesses, and visitor expect.

**Fiscal Impact**

Staff anticipates approximately \$550,000 in additional collections for FY 19 and an additional \$1.7 million for FY 20.

**Attachments**

1. Ordinance 19-O-01

**ORDINANCE 19-O-01** amending the Murfreesboro City Code, Chapter 18  
- Licenses and Ad Valorem Taxes, Section 18-81, Levied and Section 18-  
83, Remittance to City; operator responsibility.

**WHEREAS**, tourism and visitors economically benefit the citizens of Murfreesboro through increased employment and entrepreneurial opportunities, advanced infrastructure improvements, and enhanced lifestyle amenities while furthering cultural preservation and community traditions;

**WHEREAS**, funding for programs and efforts related to increasing tourism and visitors is provided by the City and one source of that funding is a tax on hotel occupancy, which includes the occupancy of any structure for temporary accommodations; and,

**WHEREAS**, the hotel occupancy tax was last adjusted in May 1993;

**WHEREAS**, additional funding to support tourism and visitors to the City is needed in order maintain and increase the benefits derived therefrom.

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

**SECTION 1.** Section 18-81 of the Murfreesboro City Code is hereby amended by deleting "2½%" whenever found therein and substituting in lieu thereof "five percent (5%)".

**SECTION 2.** The increased hotel occupancy tax rate shall be applied to all billing by a hotel, as that term is defined with Section 18-80 of the City Code, for occupancy subject to taxations and collected on or after March 1, 2019.

**SECTION 3.** Section 18-83 of the Murfreesboro City Code is hereby deleted in its entirety and the following substituted in lieu thereof:

**"SECTION 18-83      REMITTANCE TO CITY; OPERATOR RESPONSIBILITY.**

- (A) The tax hereby levied shall be remitted by all operators who lease, rent, or charge for occupancy within a hotel in the City to the City Treasurer, the tax to be remitted to the officer no later than the twentieth day of each month for the preceding month. The operator is required to collect the tax from the transient at the time of the presentation of the invoice for the occupancy whether prior to occupancy or after occupancy as may be the custom of the operator, and if credit is granted by the operator to the transient, then the obligation to the City for the tax shall be that of the operator.
- (B) Any operator who is liable for the tax imposed under Article V of this chapter may round off all figures used on the tax return to the nearest dollar amount.
- (C) Notwithstanding the foregoing, any operator who collects less than \$100.00 per month may report and remit quarterly rather than monthly. Where applicable, quarterly reports are due the 20th day of April, July, October, and January. For the purpose of compensating the operator in accounting for and remitting the tax levied hereby, the operator shall be allowed 2% of the amount of the tax due and accounted for and remitted to the City Treasurer in the form of a deduction in submitting the report and paying the amount due, provided however, that the amount due was not delinquent at the time of payment."

**SECTION 4.** That this Ordinance shall take effect on March 1, 2019, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1<sup>st</sup> reading

2<sup>nd</sup> reading

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright  
City Recorder

Adam F. Tucker  
City Attorney

SEAL

# COUNCIL COMMUNICATION

Meeting Date: 1/17/19

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**Item Title:** Information Protection Resolution

**Department:** Information Technology

**Presented by:** Chris Lilly

**Requested Council Action:**

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

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**Summary**

Consider for adoption Resolution 19-R-01 Designating Vendor Names for IT Security Systems Confidential per 10-7-504(i)(3)(C)[3865].

**Staff Recommendation**

Approval of the adoption of a resolution to designate vendor names and software detail for IT security systems used to protect City-owned systems and data as confidential.

**Background Information**

The identity of vendors that provide the City goods and services used to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or citizen information contains proprietary information that is used to protect City and citizen information. Sharing these vendor names and/or their software details potentially puts the integrity of the software's ability to protect our data at a higher risk.

**Fiscal Impacts**

There are no costs associated with acceptance of this resolution

**Attachments:**

1. Resolution 19-R-01 Designating Vendor Names for IT Security Systems Confidential per 10-7-504(i)(3)(C)[3865]

**RESOLUTION 19-R-01** designating certain information confidential in accordance with Tenn. Code Ann. §10-7-504(i)(3)(C).

**WHEREAS**, pursuant to Tenn. Code Ann. § 10-7-503(i)(3)(C), the identity of a vendor that provides to a governmental entity other than the state goods and services used to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or citizen information shall not be confidential, unless the governing body of the governmental entity votes affirmatively to make such information confidential; and,

**WHEREAS**, in the opinion of the Director of the Information Technology Department, the release of the identity of a vendor that provides the City goods and services used to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or citizen information could potentially compromise the security of the City's electronic information processing systems, telecommunication systems, or other communications systems; and,

**WHEREAS**, pursuant to Tenn. Code Ann. § 10-504(i)(3)(C), the City of Murfreesboro desires to designate the identity of such vendors that provide the City goods and services used to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or citizen information as confidential because release of such information could potentially compromise the security of the City's electronic information processing systems, telecommunication systems, or other communications systems.

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

**SECTION 1.** The identity of vendors that provide the City goods and services used to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or citizen information shall be confidential.

**SECTION 2.** This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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

# COUNCIL COMMUNICATION

Meeting Date: 1/17/19

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**Item Title:** Plan of Services, Annexation, and Zoning for approximately 2.37 acres located along Manson Pike, Old Manson Pike, Manson Court, Lyle McDonald Court, Interstate 840, and Blackman Road [2018-511 & 435]  
[Public Hearings Required] (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"/>

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**Summary**

Annexation and zoning of approximately 2.37 and 0.51 acres, respectively, located along Manson Pike, Old Manson Pike, Manson Court, Lyle McDonald Court, Interstate 840, and Blackman Road.

**Staff Recommendation**

Conduct a public hearing and approve the Plan of Services and the requested annexation. The Planning Commission recommended approval of the annexation request by a vote of 6-0.

Conduct a public hearing, pass and adopt the ordinance establishing the requested zoning. The Planning Commission recommended approval of the zoning request by a vote of 6-0.

**Background Information**

In 2017, Donald McDonald initiated a petition of annexation for his property at 1803 Blackman Road. When the City Council subsequently approved the annexation of Mr. McDonald's property, a 10' strip of his parcel and right-of-way was omitted from the annexation in order to avoid surrounding unincorporated parcels with the City limits. Since that time, however, based upon changes made to State annexation law, the City Legal Department has come to the conclusion that it is no longer necessary to avoid surrounding unincorporated parcels with the City limits. Because of this, the Planning Department presents this annexation petition and plan of services [2018-511] for approximately 2.37 acres located along Manson Pike, Old Manson Pike, Manson Court, Lyle McDonald Court, Interstate 840, and Blackman Road to complete the annexation of Mr. McDonald's parcel and the rights-of-way that were omitted from the previous annexation. The City developed its plan of services for this area.

Additionally, the Planning Department presents a zoning application [2018-435] for approximately 0.51 acres located along Blackman Road and Lyle McDonald Court to be zoned CH simultaneous with annexation, consistent with the zoning of the balance of Mr. McDonald's parcel.

During its regular meeting on November 7, 2018, the Planning Commission conducted public hearings on these matters. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

### **Council Priorities Served**

#### *Engaging Our Community*

Public hearings are the official source of public input from stakeholders for annexation petitions and zoning applications.

### **Attachments:**

1. Resolution 18-R-PS-68
2. Resolution-18-R-A-68
3. Resolution 18-OZ-68
4. Maps of the area
5. Planning Commission staff comments and minutes
6. Plan of services
7. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
NOVEMBER 7, 2018**

**4.c Annexation Petition and Plan of Services [2018-511] for approximately 2.37 acres located along Manson Pike, Old Manson Pike, Manson Court, Lyle McDonald Court, Interstate 840, and Blackman Road, City of Murfreesboro Planning Department applicant. (project planner Marina Rush)**

The study area primarily consists of a 10'-wide gap left out of a previous annexation along Blackman Road. This 10'-wide strip was excluded from the previous annexation in order to avoid the creation of an "island" of unincorporated County surrounded by the incorporated City. Since that time, however, the City Legal Department has advised the Planning Staff and the Planning Commission that such "islands", in its opinion, are no longer prohibited by State Law.

Included in the study area are segments of right-of-way of Blackman Road, Manson Pike, Old Manson Pike, Manson Court, and Interstate 840. Also included is a 10'-strip of the parcel identified as 1803 Blackman Road. The remainder of this property was annexed with the aforementioned annexation in 2017. The owners of this property submitted an annexation petition for the parcel in 2017. A map showing the boundaries of the study area is attached.

The study area is located within the City's Urban Growth Boundary and is contiguous with the current City limits. Staff has prepared a plan of services, which is included in the agenda packet. The plan of services shows that the City will be able to extend City services to the study area upon annexation.

The Planning Commission will need to conduct a public hearing on this matter, after which it will need to discuss this matter and then formulate a recommendation to the City Council. The next item on the agenda will be to consider zoning the 10'-wide strip of 1803 Blackman Road to CH (Commercial Highway) simultaneous with its annexation.



# Annexation request Along Manson Pike, Old Manson Pike, Lyle McDonald Court, and Blackman Road



GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://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 McDONALD

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

Signature: Donald McDonald Status: co-owner Date: 2-14-17

2104 BLACKMAN RD MURFREESBORO TN 37129  
Mailing Address (if not address of property to be annexed)

2. Lessie McDonald Crowder

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

Signature: Lessie McDonald Crowder Status: co-owner Date: 2-14-17

2822 22nd Ave So. Nashville, TN 37215  
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

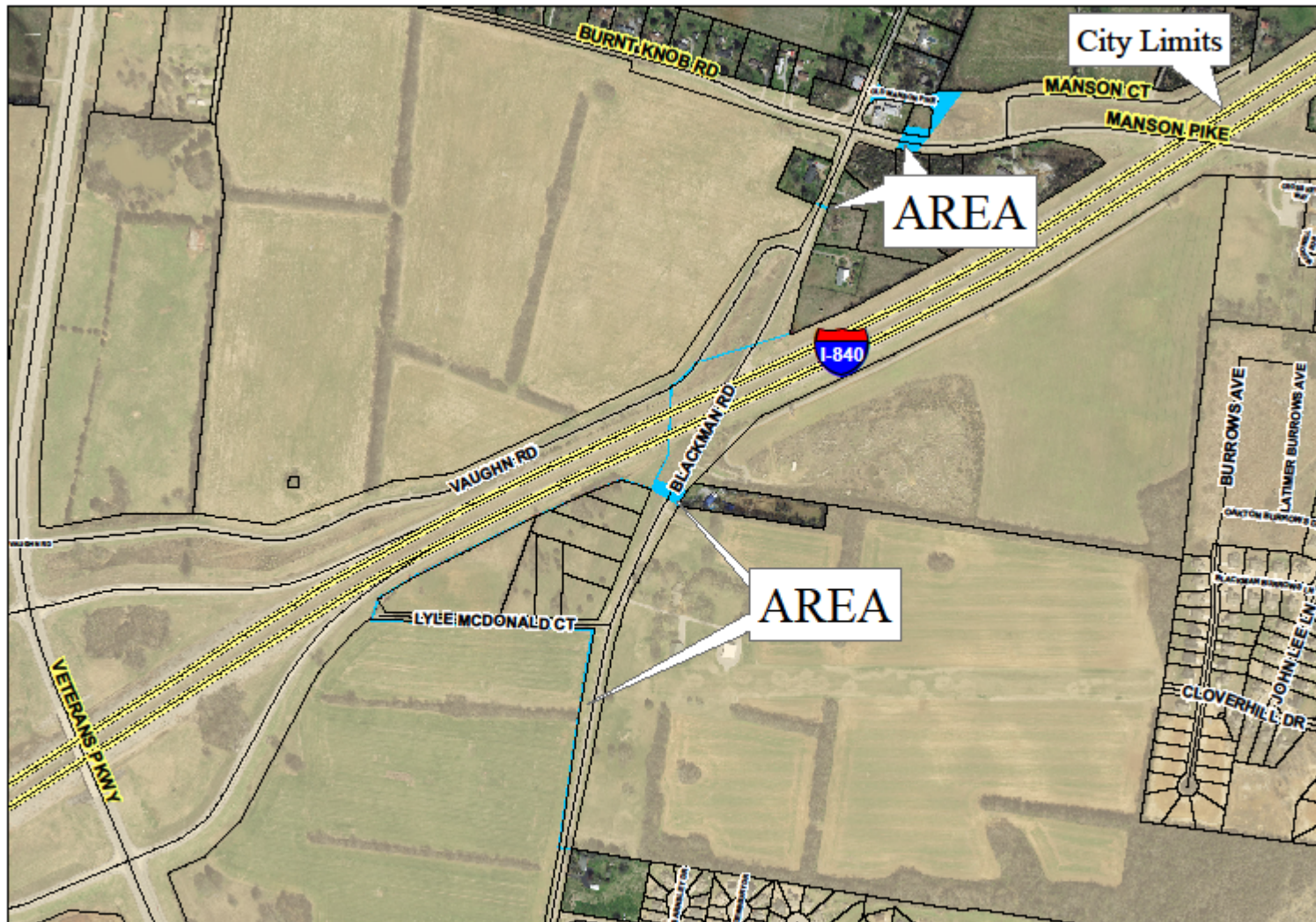
Power of Attorney applies and is attached: \_\_\_\_\_ Yes \_\_\_\_\_ No

*\*See attached GIS Map  
Tax Map 078, Parcel 05200*

**ANNEXATION REPORT FOR  
PROPERTY LOCATED ALONG LYLE MCDONALD COURT  
AND BLACKMAN ROAD, AND RIGHTS-OF-WAY OF MANSON  
PIKE, OLD MANSON PIKE, MANSON COURT,  
INTERSTATE-840 AND BLACKMAN ROAD  
INCLUDING PLAN OF SERVICES  
(FILE 2018-511)**

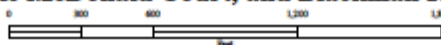


**PREPARED FOR THE NOVEMBER 7, 2018 PLANNING COMMISSION PUBLIC HEARING**



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**Annexation request Along Manson Pike, Old Manson Pike,  
Lyle McDonald Court, and Blackman Road**



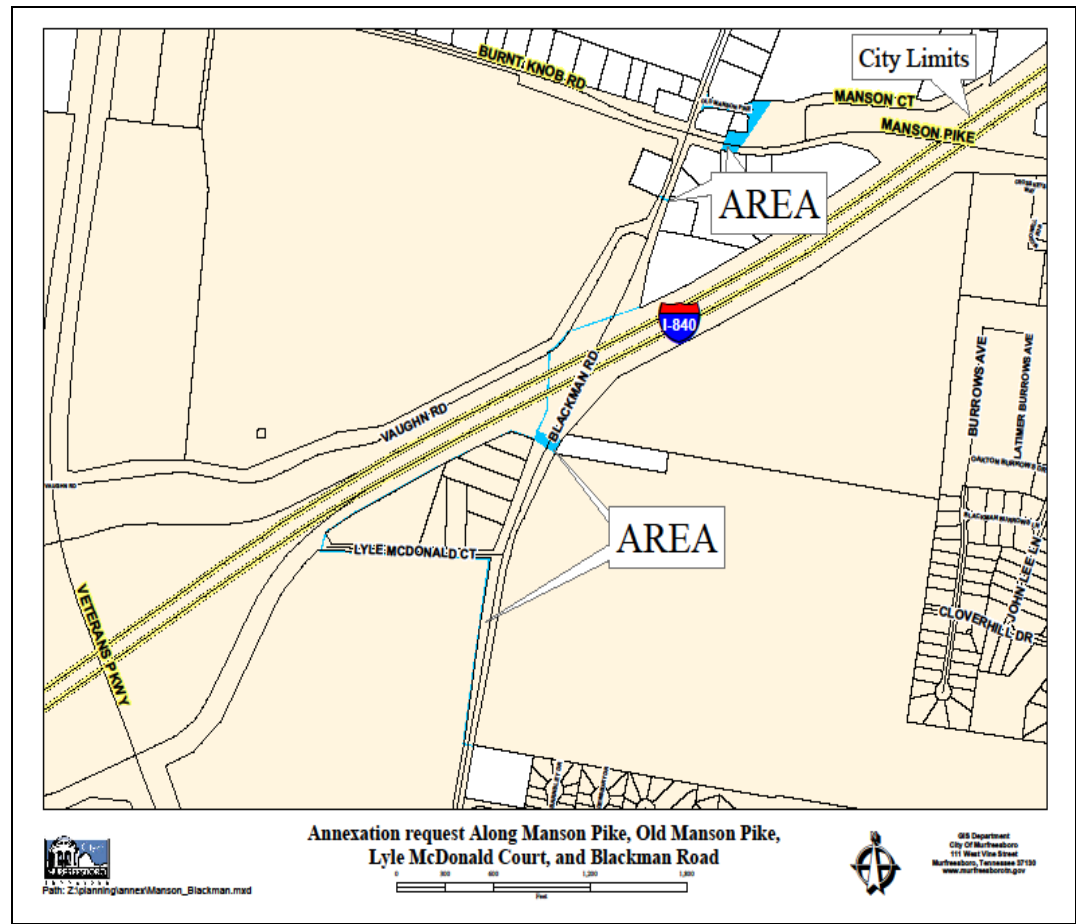
GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37139  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# INTRODUCTION

## **OVERVIEW**

The City of Murfreesboro proposes annexation of public rights-of-way along portions of Blackman Road, Manson Pike, Manson Court, Old Manson Pike, and Interstate 840. Additionally, property owners, Mr. Donald McDonald and Ms. Lassie McDonald Crowder submitted an annexation petition in 2017 requesting annexation of 1803 Blackman Road. At that time, the majority of the property was annexed. However, a 10'-wide strip of the property along Blackman Road and Lyle McDonald Court was left in the unincorporated County to keep a nearby parcel from being surrounded by the City limits. The City Legal Department has determined that it is no longer necessary to avoid creating "islands" of unincorporated County surrounded by the City limits, so the balance of the McDonald property is included in this annexation. The 10'-wide strips along Blackman Road and Lyle McDonald Court total approximately 2,000 linear feet and 0.51 acre. This portion of the study area is Tax Map 078, Parcel 05200. The total study area is approximately 2.4 acres.

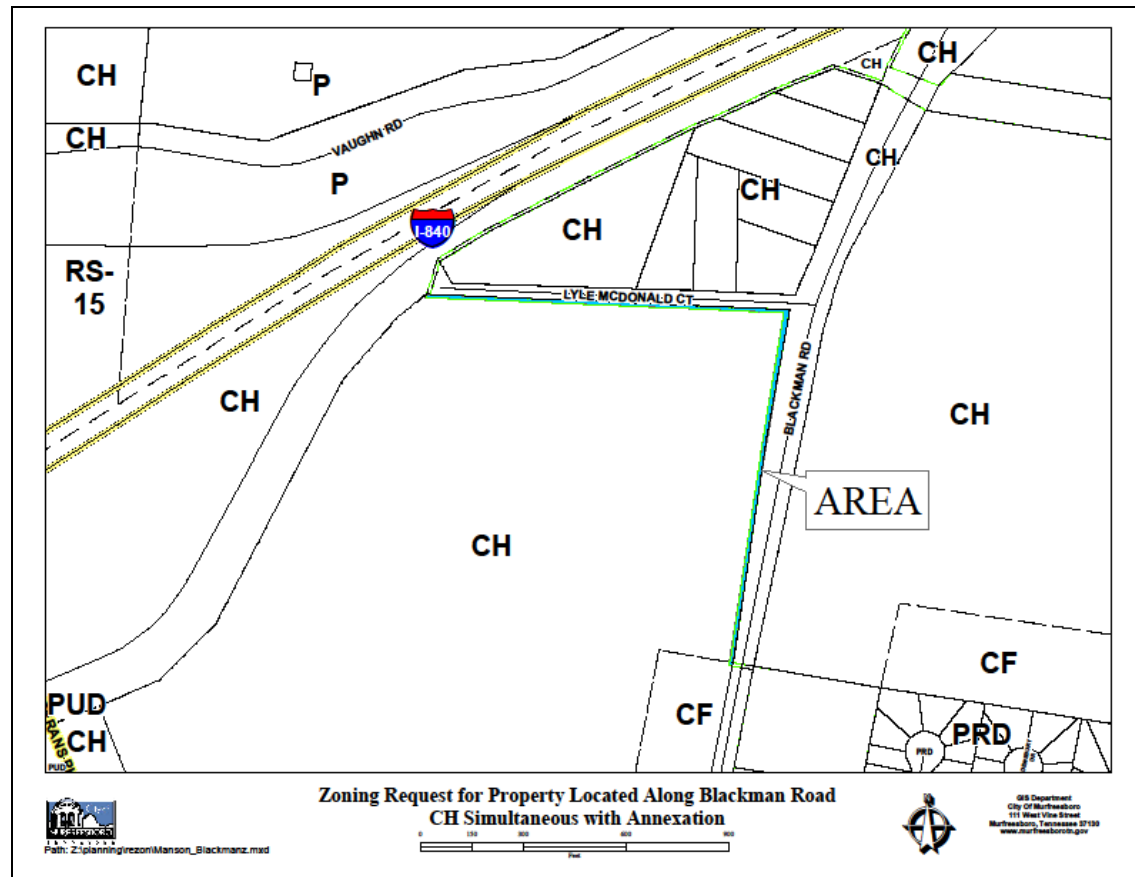
The study area lies within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the current City limits.



## CITY ZONING

Simultaneous with the annexation, the City will also be considering zoning the 10'-wide strips along Blackman Road and Lyle McDonald Court to CH (Highway Commercial District). The CH zoning matches the existing zoning of the remainder of the property already annexed into the City.

The nearest City incorporated properties to the study area are contiguous to the north, south, east and west. The subject property abuts CH zoning to the north, south, east and west, and Commercial Fringe (CF) to the southwest along Blackman Road.



## **MURFREESBORO 2035 FUTURE LAND USE DESIGNATION**

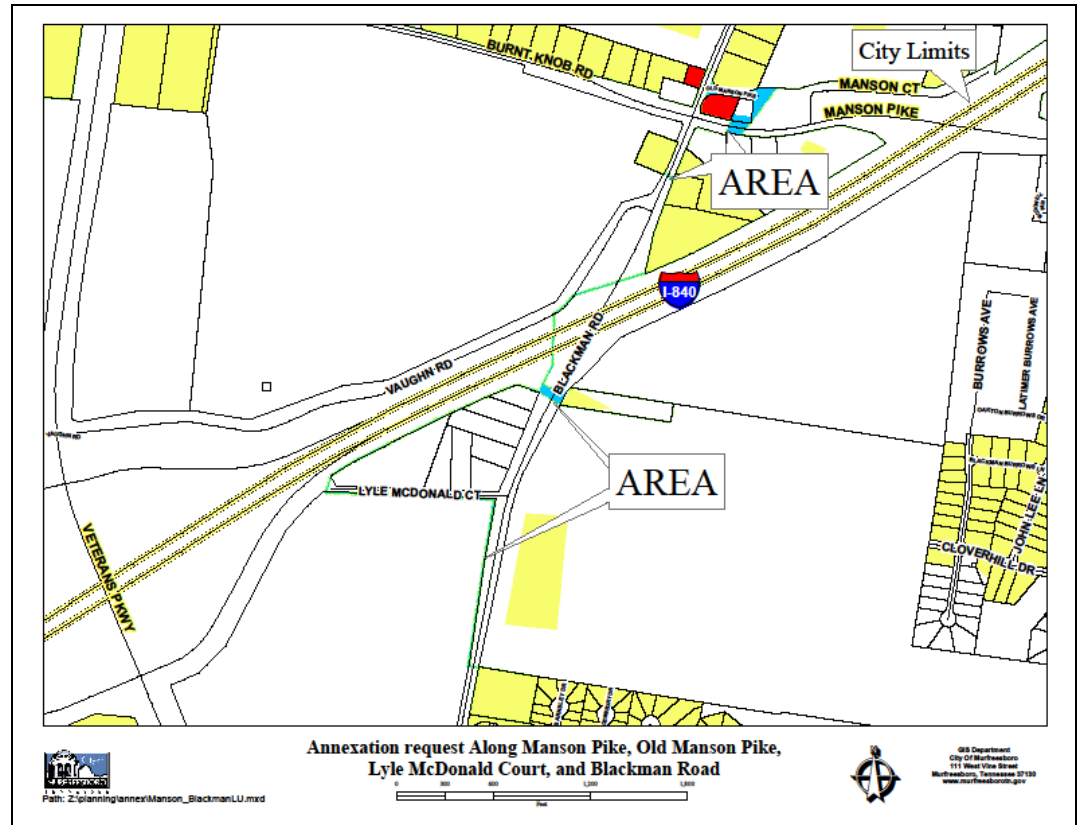
The future land use map contained in the Murfreesboro 2035 Comprehensive Plan, which was adopted by the Planning Commission in July 2017, depicts a recommended future land use classification of “General Commercial.” The requested zoning of CH is consistent with the Murfreesboro 2035 Comprehensive Plan’s future land use map.



## **PRESENT AND SURROUNDING LAND USE**

The study area includes public rights-of-way along Manson Pike, Old Manson Pike, Manson Court, Interstate-840, and Blackman Road, and two 10'-wide strips of private property adjacent to Blackman Road and Lyle McDonald Court. There are no structures on the portion of the study area that is private property.

Surrounding land uses on adjacent properties are primarily vacant and agricultural land with single-family residences along Blackman Road, and single-family residences along Manson Pike and Old Manson Pike.



# **PLAN OF SERVICES**

## **POLICE PROTECTION**

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the study area immediately upon the effective date of annexation.

This annexation will have no negative impact on the Murfreesboro Police Department. The Murfreesboro Police Department can provide police services to the study area as it currently exists with no additional fiscal impact. This property is located in Police Zone #4.

## **WATER SERVICE**

The study area lies within the service boundary of Consolidated Utility District of Rutherford County (CUDRC). Because the study area consists of rights-of-way and two 10'-wide strips of private property, no additional demands for water service are expected and CUDRC anticipates no negative impacts as a result of this annexation.

## **SANITARY SEWER SERVICE**

The study area lies adjacent to property served by the Murfreesboro Water Resources Department (MWRD). Because the study area consists of rights-of-way and

two 10'-wide strips of private property, no additional demands for sewer service are expected and MWRD anticipates no negative impacts as a result of this annexation.

## **STREETS AND ACCESS**

The annexation study area includes approximately 350 linear feet of Old Manson Pike right-of-way (ROW). Old Manson Pike is a 2-lane ditch-section roadway. Upon annexation, the City will become responsible for the operation and maintenance of this street. Based on a 15-year repaving cycle, the annualized maintenance cost is \$470 with State Street Aid and General Fund as funding sources.

Any new connections to Old Manson Pike must be approved by the City Engineer. Additionally, developments along this roadway may require participation in improvements to upgrade the roadway and ROW/Easement dedication in accordance with the City's Substandard Street policy requirements.

The annexation study area also includes three gaps of right-of-way that were left in the unincorporated County along Blackman Road and one along Manson Pike. The operation and maintenance of these gaps is already handled by the City and no additional services will be required from the Engineering or Streets Departments.

## **REGIONAL TRAFFIC & TRANSPORTATION**

The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan shows Manson Pike to be operating at a Level of Service B in the study area and Blackman Road to be operating at a Level of Service A

in the study area using average daily traffic (ADT) counts. The 2040 Level of Service Model indicates that Manson Pike and Blackman Road fall to Level of Service of D without the proposed improvements recommended in the 2040 Plan.

## **STORMWATER MANAGEMENT**

### **Storm Water Management and Utility Fees**

The study area is generally limited to public street rights-of-way and will not generate new revenue for the Stormwater Utility Fee.

### **Public Drainage**

No new public drainage facilities are included in the study area. Access to public drainage facilities is within the ROW of Manson Pike and Blackman Road. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

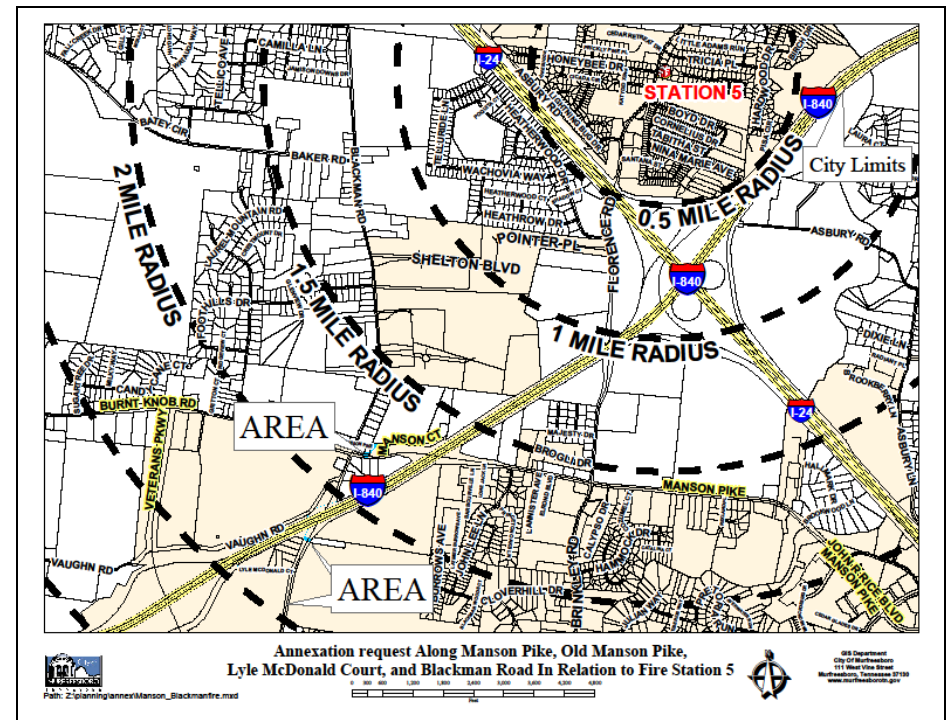
### **Regional Drainage Conditions**

The study area drains to the right-of-way.

## **FIRE AND EMERGENCY SERVICE**

The annexation of the study area will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD). MFRD will provide fire protection with full-time, professional staff as well as medical first responder service immediately upon the effective date of annexation.

The closest fire station is Fire Station #5, located at 3006 Florence Road, approximately 2.0 miles from the study area. The dashed lines on the adjacent map represent linear distance ranges from the nearest fire station. MFRD can provide ISO Class 2 fire protection to the study area immediately upon the effective date of annexation.



## **SOLID WASTE COLLECTION**

The City Solid Waste Department can service the study area immediately upon the effective date of annexation, although solid waste management services are not anticipated to be needed for the study area because it consists only of right-of-way and a 10'-wide strip of private property.

## **ELECTRIC SERVICE**

The study area is located within the Middle Tennessee Electric Membership Corporation (MTEMC) service boundary. MTEMC has facilities in this area. Because the study area consists of rights-of-way and two 10'-wide strips of private property, no additional demands for electric service are expected and MTEMC anticipates no negative impacts as a result of this annexation. It should be noted that the Murfreesboro Electric Department may take ownership of the lines in the area upon annexation.

## **STREET LIGHTING**

According to MTEMC, there are no street lights along the study area rights-of-way. If annexed, the City Engineer will determine if street lights are necessary. When installation of the lights is requested by the City Engineer, it will be funded by the City Street Lighting Fund.

## **GEOGRAPHIC INFORMATION SYSTEMS**

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

## **CITY SCHOOLS**

Because the study area consists of rights-of-way and two 10'-wide strips of private property, no additional demands for service for Murfreesboro City Schools are expected to be generated as a result of this annexation.

## **RECREATION**

Because the study area consists of rights-of-way and two 10'-wide strips of private property, no additional demands for service from the Parks and Recreation Department are expected to be generated as a result of this annexation.

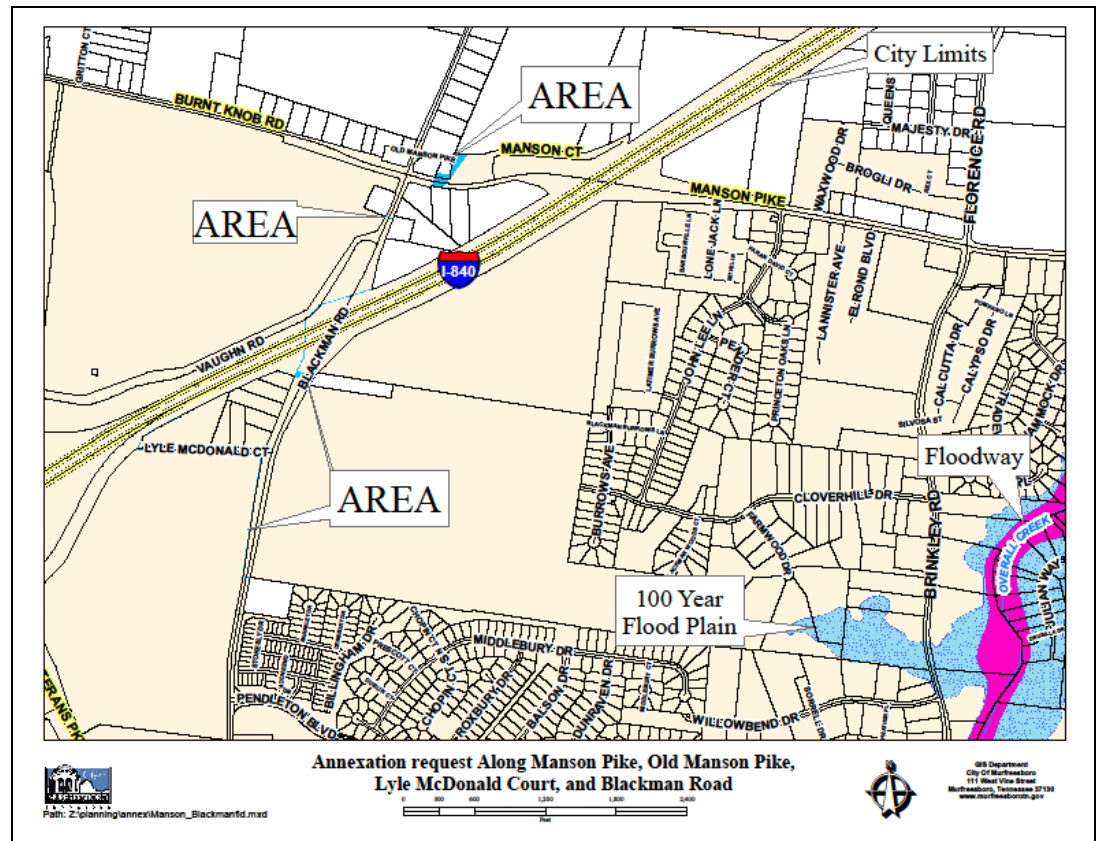
## **BUILDING AND CODES**

The study area 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.

## **FLOODWAY**

The study area is not located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

The adjacent map shows the floodway boundary in purple and the 100-year floodplain boundary in blue.



## **PLANNING, ENGINEERING, AND ZONING SERVICES**

The study area will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development within the study area occurs, the Planning Commission will review all site plans, and preliminary 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.

## **ANNEXATION FOLLOW-UP**

The Murfreesboro City Council will be responsible for ensuring that the study area 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.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 7, 2018**

Mr. Eddie Smotherman made a motion to approve the abandonment of the drainage easement, seconded by Ms. Jennifer Garland. The motion carried by unanimous vote in favor.

Mr. Eddie Smotherman made a motion to approve the abandonment of right-of-way, seconded by Ms. Jennifer Garland. The motion carried by unanimous vote in favor.

Annexation Petition and Plan of Services [2018-511] for approximately 2.37 acres located along Manson Pike, Old Manson Pike, Manson Court, Lyle McDonald Court, Interstate 840, and Blackman Road, City of Murfreesboro Planning Department applicant. (project planner Marina Rush)

Ms. Marina Rush began by describing the study area, which primarily consists of a 10-foot wide gap left out of a previous annexation along Blackman Road. This 10-foot wide strip was excluded from the previous annexation in order to avoid the creation of an “island” of unincorporated County surrounded by the incorporated City. Since that time, however, the City Legal Department has advised the Planning Staff and the Planning Commission that such islands, in its opinion, are no longer prohibited by State Law.

Included in the study area are segments of right-of-way of Blackman Road, Manson Pike, Old Manson Pike, Manson Court, and Interstate 840. Also included is a 10-foot strip of the parcel identified as 1803 Blackman Road. The remainder of this property was annexed with the aforementioned annexation in 2017. The owners of this property submitted an annexation petition for the parcel in 2017. A map showing the boundaries of the study area had been provided in the agenda packet.

The study area is located within the City’s Urban Growth Boundary and is contiguous with the current City limits. Staff had prepared a plan of services, which had been included in the agenda

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 7, 2018

packet. The plan of services shows that the City would be able to extend City services to the study area upon annexation.

The Planning Commission would need to conduct a public hearing on this matter, after which it would need to discuss this matter and then formulate a recommendation to the City Council.

Chairman Bob Lamb opened the public hearing.

**Mr. Abhi Manda 1475 Avellino Circle** – came forward asking why had this request been prohibited previously by State Law. He also asked about the fiscal impact of this request.

Chairman Bob Lamb closed the public hearing.

Mr. David Ives made known that prior to the annexation law, the Tennessee State Supreme Court had issued a ruling regarding leaving an island of unincorporated county property that is surrounded completely by City property, which had been considered bad planning. This annexation law had been changed several times over the last three or four years. Because of the changes in the law, islands are no longer strictly prohibited. However, they are still considered as bad planning in our opinion. Now, the City is enclosing properties by annexing 10 to 15 feet strips of property in variety of places. This request is considered as a clean-up from a situation due to prior interpretation of Tennessee State Supreme Court.

Ms. Marina Rush addressed the question regarding the fiscal impact with the annexation request. The 10-foot strip is part of a larger parcel of property which would not incur any additional costs for being serviced. Continuing, Ms. Rush explained some of the right-of-way segments have no street lights in certain areas of roadway. The City Engineer can determine when it is necessary for streetlights to be installed. The costs for the streets lights would come from the City streetlight fund.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 7, 2018

Mr. Eddie Smotherman stated there would potentially be a fiscal impact for the City with accountable property taxes on the property that is being annexed into the City. This would be considered as a positive impact to the City.

Mr. David Ives stated any monetary impact to the City due to this annexation would be nominal. There could be a small additional expense to maintain the right-of-way, and the City would be maintaining both sides of the road. Therefore, the additional costs would be nominal.

**Mr. Warren Russell made a motion to approve the Annexation Petition and Plan of Services, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.**

**Zoning application [2018-435] for approximately 0.51 acres located along Blackman Road and Lyle McDonald Court to be zoned CH simultaneous with annexation, City of Murfreesboro Planning Department applicant. (project planner Marina Rush)** Ms. Marina Rush began by describing the subject property, which consists of a 10-foot wide strip of the parcel identified as 1803 Blackman Road. It is located along the east side of Blackman Road and along the south side of Lyle McDonald Court. This 10-foot wide strip was excluded from a 2017 annexation in order to avoid the creation of an “island” of unincorporated County surrounded by the incorporated City. Since that time, however, the City Legal Department has advised the Planning Staff and the Planning Commission that such islands, in its opinion, are no longer prohibited by State Law. The previous item on the agenda was the annexation and plan of services for this 10-foot wide strip, along with adjacent rights-of-way. In 2017, the landowners requested to zone the entire parcel to CH (Highway Commercial District) and CF (Commercial Fringe District) simultaneous with its annexation. All but approximately 0.51 acres of the 79-acre parcel were annexed and zoned CH and CF. The Planning Staff has initiated this zoning request, so that

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
NOVEMBER 7, 2018**

**4.d Zoning application [2018-435] for approximately 0.51 acres located along Blackman Road and Lyle McDonald Court to be zoned CH simultaneous with annexation, City of Murfreesboro Planning Department applicant. (project planner Marina Rush)**

The subject property consists of a 10'-wide strip of the parcel identified as 1803 Blackman Road. It is located along the east side of Blackman Road and along the south side of Lyle McDonald Court. This 10'-wide strip was excluded from a 2017 annexation in order to avoid the creation of an "island" of unincorporated County surrounded by the incorporated City. Since that time, however, the City Legal Department has advised the Planning Staff and the Planning Commission that such "islands", in its opinion, are no longer prohibited by State Law. The previous item on the agenda was the annexation and plan of services for this 10'-wide strip, along with adjacent rights-of-way. In 2017, the landowners requested to zone the entire parcel to CH (Highway Commercial District) and CF (Commercial Fringe District) simultaneous with its annexation. All but approximately 0.51 acres of the 79-acre parcel was annexed and zoned CH and CF. The Planning Staff has initiated this zoning request, so that if the outstanding balance of the subject property is annexed, its zoning will be consistent with the zoning that was approved for the remainder of the tract in 2017.

**Adjacent Zoning and Land Uses**

The adjacent properties to the north, south and east are zoned CH, and to the west is Interstate 840. The adjacent properties consist of single-family homes on large lots and undeveloped tracts. In addition, the Berkshire Subdivision is located to the southeast of the subject property.

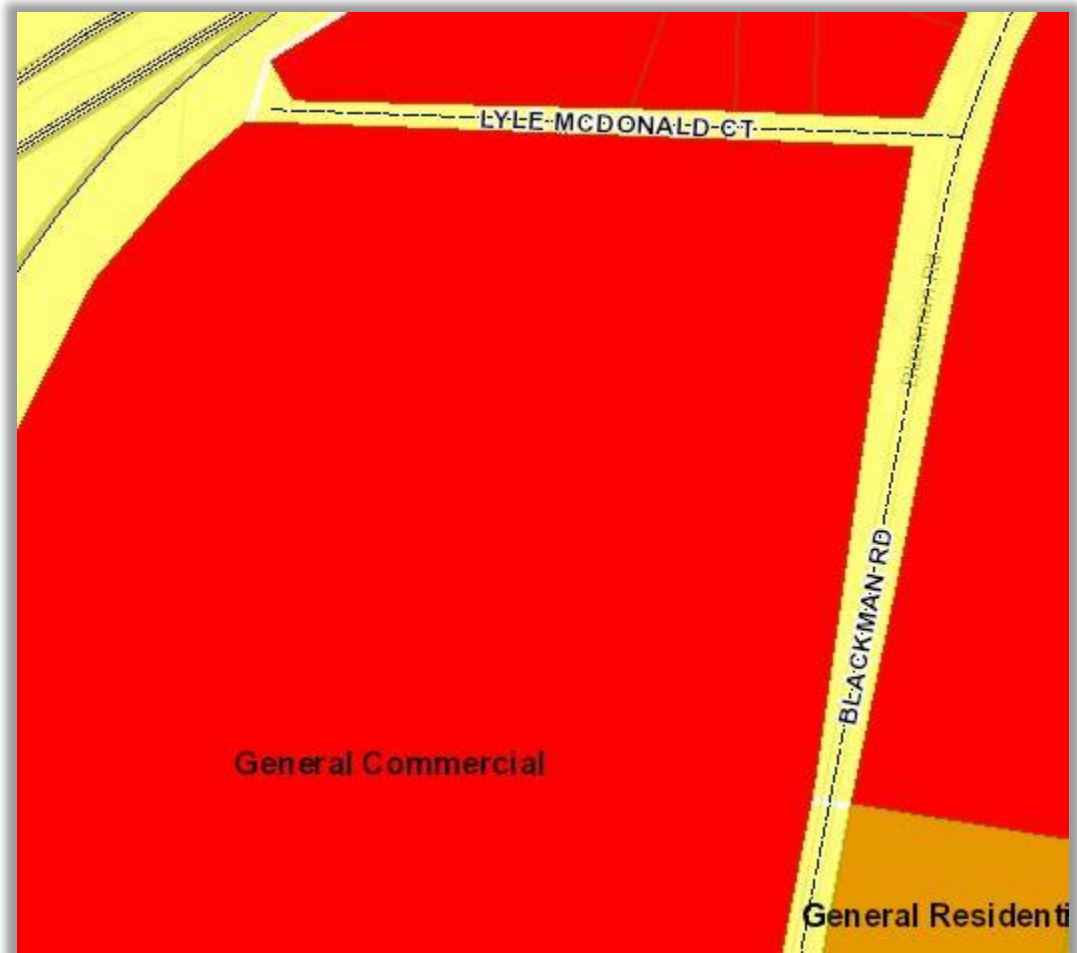
**Future Land Use Map**

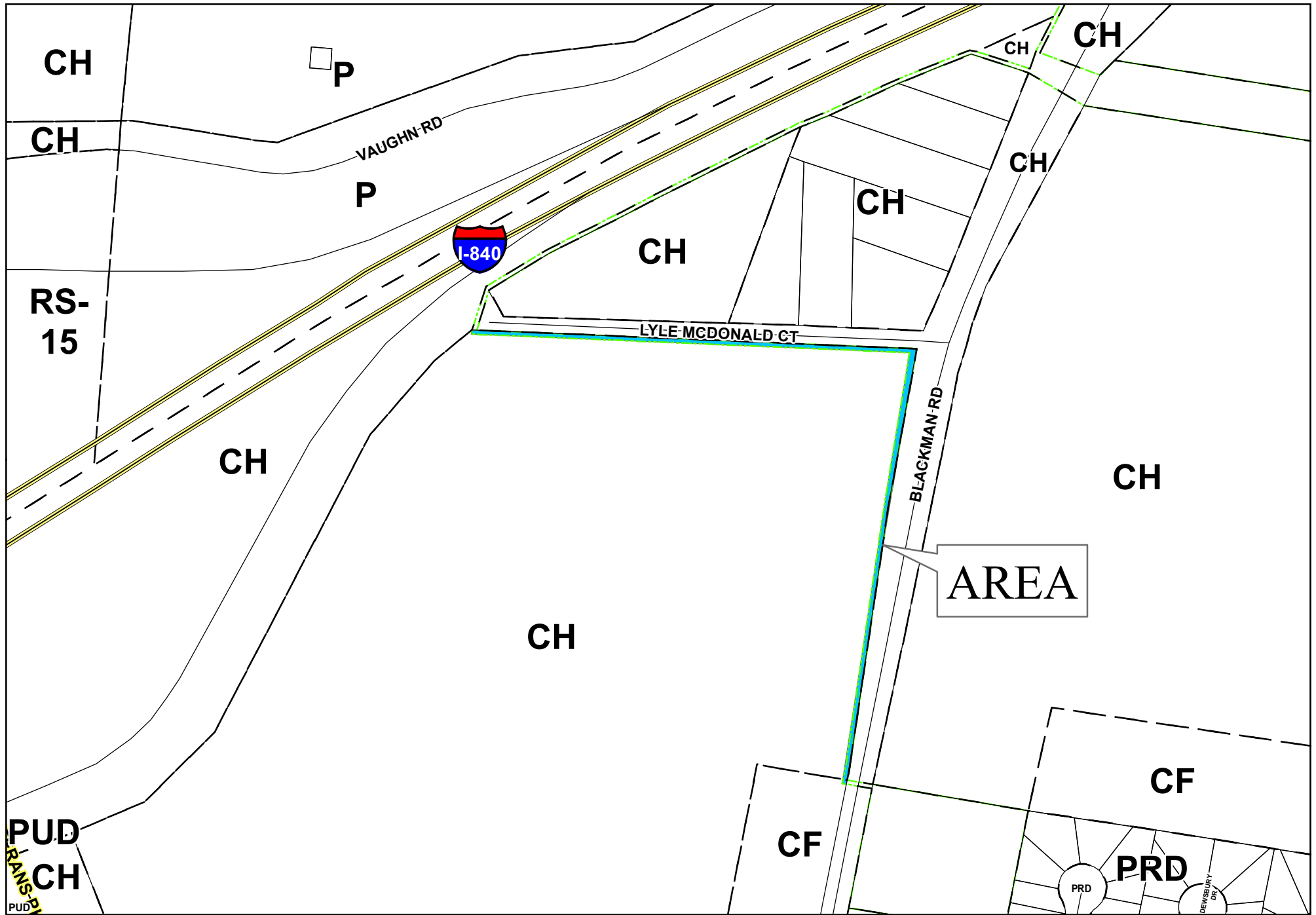
The future land use map of the *Murfreesboro 2035 Comprehensive Plan* recommends "General Commercial" land uses for the subject property. The proposed rezoning to CH is consistent with the future land use map of the *Murfreesboro 2035 Comprehensive Plan*. This request is also consistent with the existing CH zoning in the area, including that of the remainder of the subject parcel. An excerpt of the future land use map can be found on the following page.

**Public Hearing**

The Planning Commission should conduct a public hearing, discuss the matter, and then formulate a recommendation to the City Council.

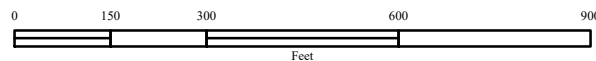
## Murfreesboro 2035 Future Land Use Map





Path: Z:\planning\rezon\Manson\_Blackmanz.mxd

## Zoning Request for Property Located Along Blackman Road CH Simultaneous with Annexation



GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



Creating a better quality of life

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

REZONING APPLICATION FORM  
\$600.00 per application

**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 \$600.00 non-refundable application fee.

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

**To be completed by applicant:**

APPLICANT: DONALD McDONALD

Address: 2104 BLACKMAN RD City/State/Zip: MURFREESBORO TN 37128

Phone: 615-218-1675 E-mail address: DFMCD@BELLSOUTH.NET

PROPERTY OWNER: DONALD McDONALD AND LASSIE CROWDER

Street Address or property description: 1803 BLACKMAN RD

and/or Tax map #: 078 Group: \_\_\_\_\_ Parcel (s): 05200

Existing zoning classification: \_\_\_\_\_

Proposed zoning classification: CH & CF Acreage: 80±

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

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

APPLICANT'S SIGNATURE (required): Donald McDonald

DATE: 2-14-17

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

Date received: \_\_\_\_\_ MPC YR.: \_\_\_\_\_ MPC #: 2017-404 + 2017-503

Amount paid: 600.00 Receipt #: 364087

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 7, 2018**

Mr. Eddie Smotherman stated there would potentially be a fiscal impact for the City with accountable property taxes on the property that is being annexed into the City. This would be considered as a positive impact to the City.

Mr. David Ives stated any monetary impact to the City due to this annexation would be nominal. There could be a small additional expense to maintain the right-of-way, and the City would be maintaining both sides of the road. Therefore, the additional costs would be nominal.

**Mr. Warren Russell made a motion to approve the Annexation Petition and Plan of Services, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.**

**Zoning application [2018-435] for approximately 0.51 acres located along Blackman Road and Lyle McDonald Court to be zoned CH simultaneous with annexation, City of Murfreesboro Planning Department applicant. (project planner Marina Rush)** Ms. Marina

Rush began by describing the subject property, which consists of a 10-foot wide strip of the parcel identified as 1803 Blackman Road. It is located along the east side of Blackman Road and along the south side of Lyle McDonald Court. This 10-foot wide strip was excluded from a 2017 annexation in order to avoid the creation of an “island” of unincorporated County surrounded by the incorporated City. Since that time, however, the City Legal Department has advised the Planning Staff and the Planning Commission that such islands, in its opinion, are no longer prohibited by State Law. The previous item on the agenda was the annexation and plan of services for this 10-foot wide strip, along with adjacent rights-of-way. In 2017, the landowners requested to zone the entire parcel to CH (Highway Commercial District) and CF (Commercial Fringe District) simultaneous with its annexation. All but approximately 0.51 acres of the 79-acre parcel were annexed and zoned CH and CF. The Planning Staff has initiated this zoning request, so that

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 7, 2018

if the outstanding balance of the subject property is annexed, its zoning would be consistent with the zoning that was approved for the remainder of the tract in 2017.

## **Adjacent Zoning and Land Uses**

The adjacent properties to the north, south and east are zoned CH, and to the west is Interstate 840. The adjacent properties consist of single-family homes on large lots and undeveloped tracts. In addition, the Berkshire Subdivision is located to the southeast of the subject property.

## **Future Land Use Map**

The Future Land Use Map of the *Murfreesboro 2035 Comprehensive Plan* recommends General Commercial land uses for the subject property. The proposed rezoning to CH is consistent with the Future Land Use Map of the *Murfreesboro 2035 Comprehensive Plan*. This request is also consistent with the existing CH zoning in the area, including that of the remainder of the subject parcel. An excerpt of the Future Land Use Map had been provided in the agenda packet.

Chairman Bob Lamb opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Chairman Bob Lamb closed the public hearing.

**Ms. Jennifer Garland made a motion to approve subject to all staff comments, seconded by**

**Ms. Kathy Jones. The motion carried by unanimous vote in favor.**

## **Mandatory Referral/ROW Abandonment [2018-725] to consider the abandonment of West Lytle Street and Barker Street rights-of-way, Matt Taylor applicant. (project planner**

**Dianna Tomlin)** Ms. Dianna Tomlin began by describing the requested abandonment, which consists of approximately 155 linear feet of Barker Street right-of-way (ROW). The request also includes approximately 245 linear feet of West Lytle Street ROW on its south side. The adjacent property owner, Kious and Rodgers Properties, is contemplating a redevelopment of the adjacent parcel, where the Red Rose was previously situated. Mr. Matt Taylor of SEC, Inc., on behalf of

**RESOLUTION 18-R-PS-68** to adopt a Plan of Services for approximately 2.37 acres along Manson Pike, Old Manson Pike, Manson Court, Lyle McDonald Court, Interstate 840 and Blackman Road, City of Murfreesboro Planning Department, applicant. [2018-511]

**WHEREAS**, the Owner(s) of 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 proposed Plan of Services for such territory was prepared and published as required by T.C.A. §6-51-102 and T.C.A. §6-51-104; and

**WHEREAS**, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on November 7, 2018 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council;

**WHEREAS**, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee, on January 17, 2019, pursuant to a Resolution passed and adopted by the City Council on November 29, 2018, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on January 1, 2019; and,

**WHEREAS**, the Plan of Services for the territory identified on the attached map as the “Area to be Annexed” establishes the scope of services to be provided and the timing of such services and satisfies the requirements of T.C.A. §6-51-102.

**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 Plan of Services attached hereto for the territory identified on the attached map as the “Area to be Annexed” is hereby adopted as it is reasonable with respect to the scope of services to be provided and the timing of such services.

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 18-R-A-68**, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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

SEAL



City Limits

Resolution 18-R-PS-68

Area to be  
Annexed

**MANSON CT**  
**MANSON PIKE**



Area to be  
Annexed

**VAUGHN RD**

**BLACKMAN RD**

**LYLE MCDONALD CT**

**BURROWS AVE**



**VETERANS PKWY**

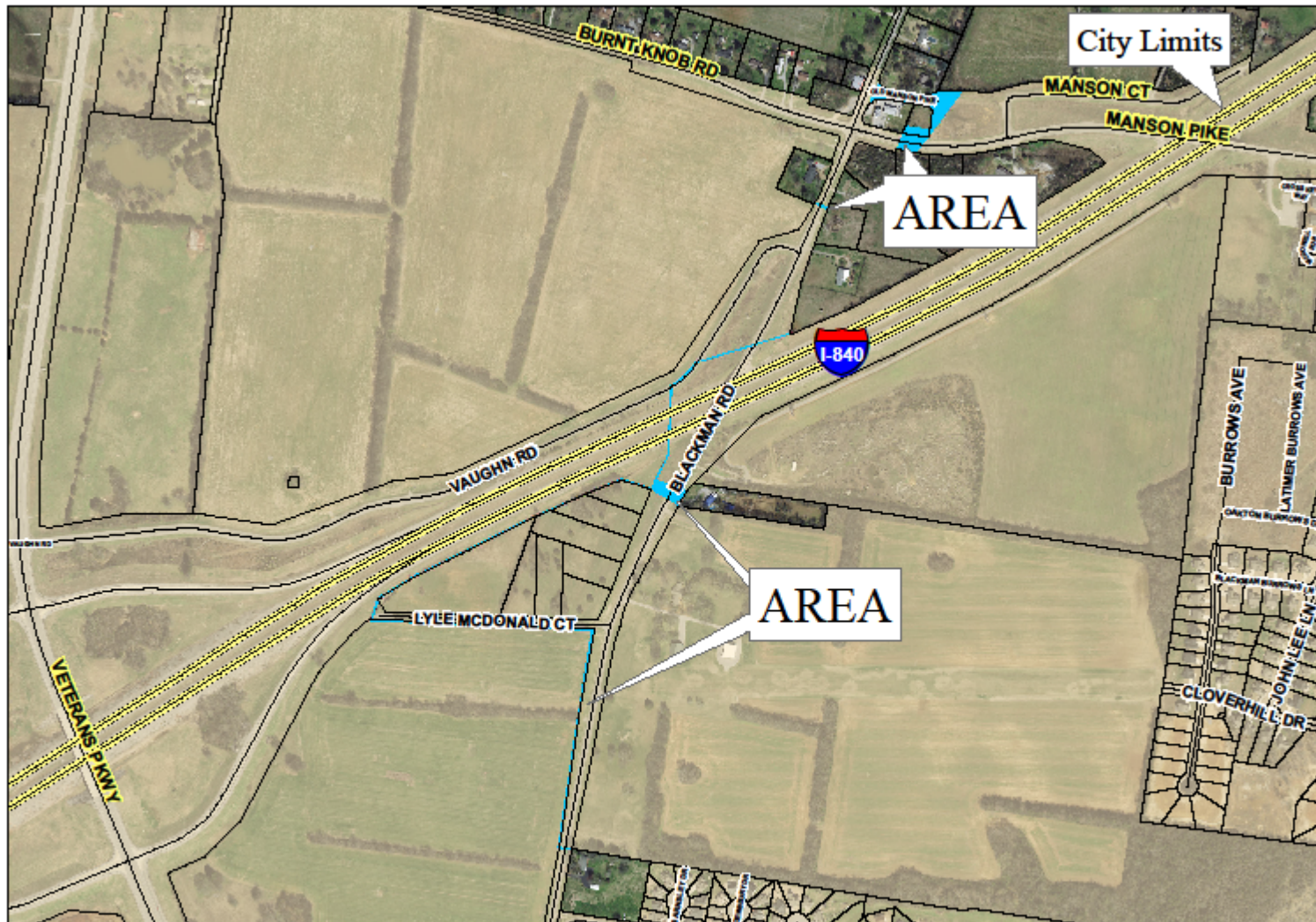
**PENDLETON DR BLVD**  
**ENCLAVEN DR**  
**ARMADALE DR**  
**COTTINGHAM DR**  
**MIDDLEBURY DR**  
**BALSON DR**  
**CHOPIN CT**  
**ROXBURY CT**  
**DUBLIN CT**  
**PRESCOTT CT**  
**DEVENBURY DR**  
**BARNESLEY DR**  
**SAINT IVES CT**  
**MIDDLEBURY CT**  
**CAVENDISH DR**



**ANNEXATION REPORT FOR  
PROPERTY LOCATED ALONG LYLE MCDONALD COURT  
AND BLACKMAN ROAD, AND RIGHTS-OF-WAY OF MANSON  
PIKE, OLD MANSON PIKE, MANSON COURT,  
INTERSTATE-840 AND BLACKMAN ROAD  
INCLUDING PLAN OF SERVICES  
(FILE 2018-511)**

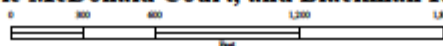


**PREPARED FOR THE NOVEMBER 7, 2018 PLANNING COMMISSION PUBLIC HEARING**



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**Annexation request Along Manson Pike, Old Manson Pike,  
Lyle McDonald Court, and Blackman Road**



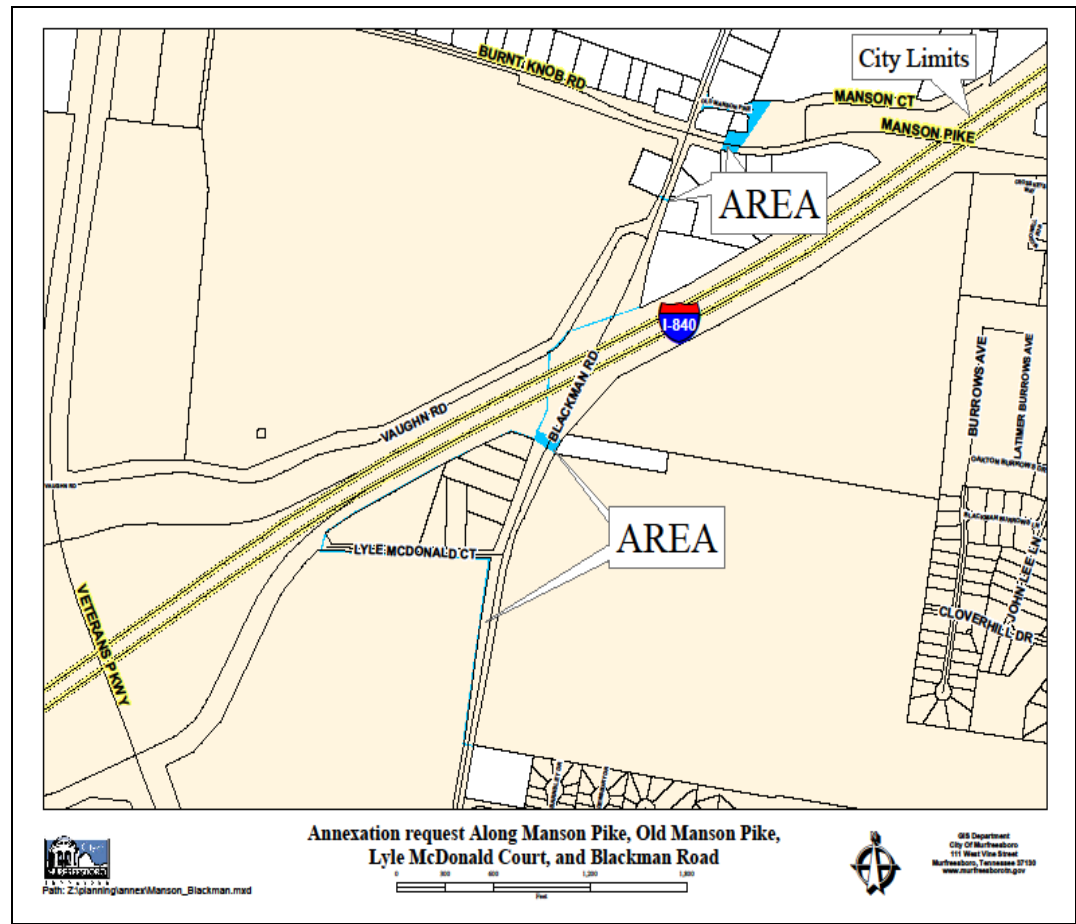
GIS Department  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37139  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# INTRODUCTION

## **OVERVIEW**

The City of Murfreesboro proposes annexation of public rights-of-way along portions of Blackman Road, Manson Pike, Manson Court, Old Manson Pike, and Interstate 840. Additionally, property owners, Mr. Donald McDonald and Ms. Lassie McDonald Crowder submitted an annexation petition in 2017 requesting annexation of 1803 Blackman Road. At that time, the majority of the property was annexed. However, a 10'-wide strip of the property along Blackman Road and Lyle McDonald Court was left in the unincorporated County to keep a nearby parcel from being surrounded by the City limits. The City Legal Department has determined that it is no longer necessary to avoid creating "islands" of unincorporated County surrounded by the City limits, so the balance of the McDonald property is included in this annexation. The 10'-wide strips along Blackman Road and Lyle McDonald Court total approximately 2,000 linear feet and 0.51 acre. This portion of the study area is Tax Map 078, Parcel 05200. The total study area is approximately 2.4 acres.

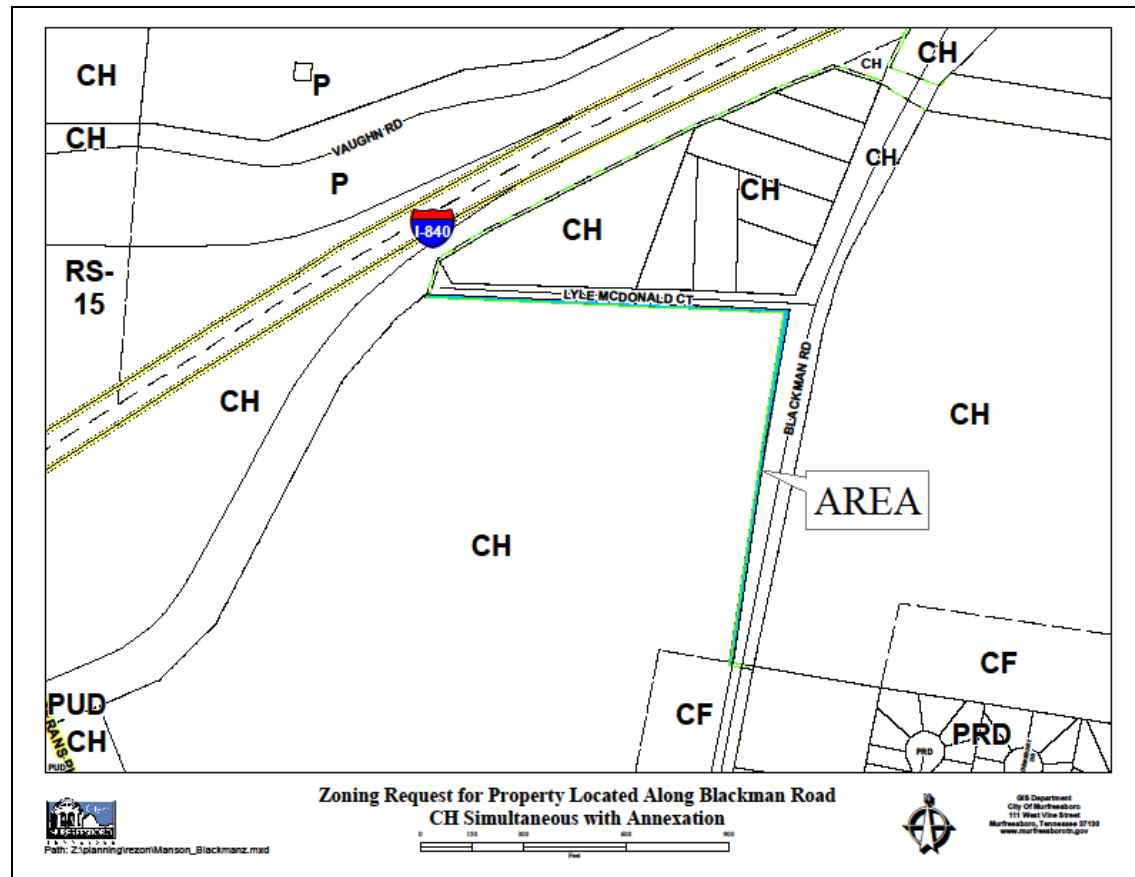
The study area lies within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the current City limits.



## CITY ZONING

Simultaneous with the annexation, the City will also be considering zoning the 10'-wide strips along Blackman Road and Lyle McDonald Court to CH (Highway Commercial District). The CH zoning matches the existing zoning of the remainder of the property already annexed into the City.

The nearest City incorporated properties to the study area are contiguous to the north, south, east and west. The subject property abuts CH zoning to the north, south, east and west, and Commercial Fringe (CF) to the southwest along Blackman Road.



## **MURFREESBORO 2035 FUTURE LAND USE DESIGNATION**

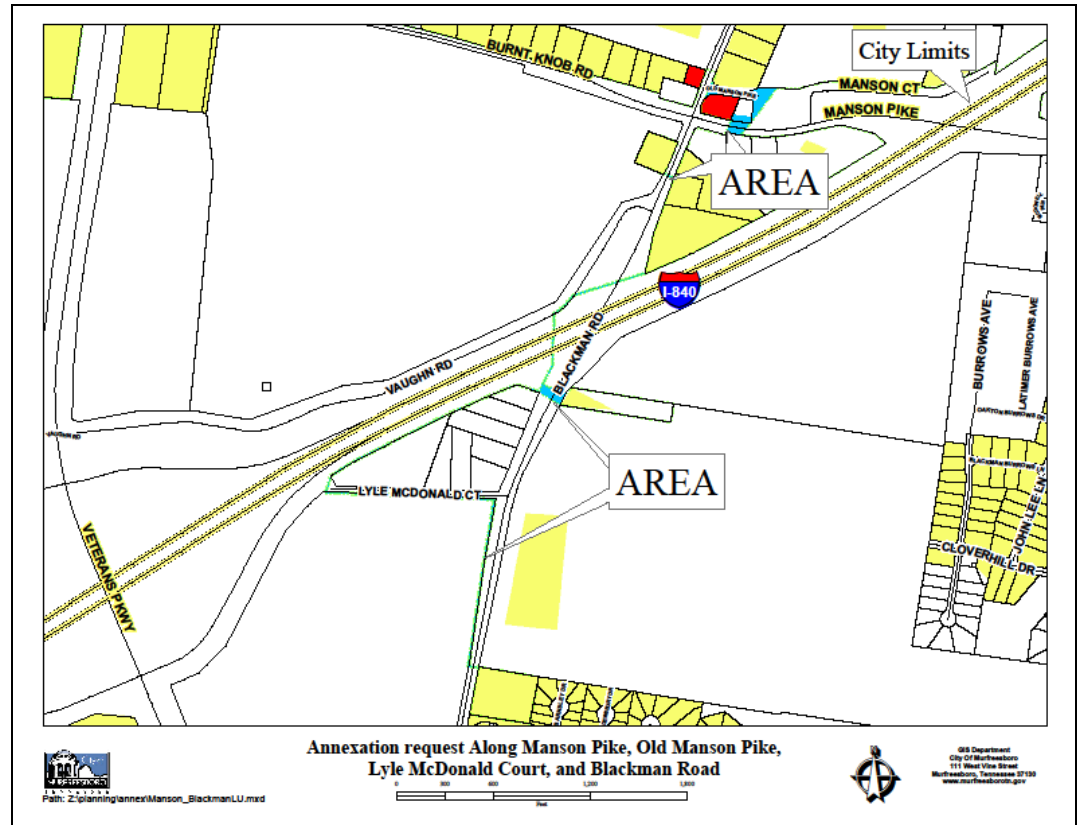
The future land use map contained in the Murfreesboro 2035 Comprehensive Plan, which was adopted by the Planning Commission in July 2017, depicts a recommended future land use classification of "General Commercial." The requested zoning of CH is consistent with the Murfreesboro 2035 Comprehensive Plan's future land use map.



## **PRESENT AND SURROUNDING LAND USE**

The study area includes public rights-of-way along Manson Pike, Old Manson Pike, Manson Court, Interstate-840, and Blackman Road, and two 10'-wide strips of private property adjacent to Blackman Road and Lyle McDonald Court. There are no structures on the portion of the study area that is private property.

Surrounding land uses on adjacent properties are primarily vacant and agricultural land with single-family residences along Blackman Road, and single-family residences along Manson Pike and Old Manson Pike.



# **PLAN OF SERVICES**

## **POLICE PROTECTION**

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the study area immediately upon the effective date of annexation.

This annexation will have no negative impact on the Murfreesboro Police Department. The Murfreesboro Police Department can provide police services to the study area as it currently exists with no additional fiscal impact. This property is located in Police Zone #4.

## **WATER SERVICE**

The study area lies within the service boundary of Consolidated Utility District of Rutherford County (CUDRC). Because the study area consists of rights-of-way and two 10'-wide strips of private property, no additional demands for water service are expected and CUDRC anticipates no negative impacts as a result of this annexation.

## **SANITARY SEWER SERVICE**

The study area lies adjacent to property served by the Murfreesboro Water Resources Department (MWRD). Because the study area consists of rights-of-way and

two 10'-wide strips of private property, no additional demands for sewer service are expected and MWRD anticipates no negative impacts as a result of this annexation.

## **STREETS AND ACCESS**

The annexation study area includes approximately 350 linear feet of Old Manson Pike right-of-way (ROW). Old Manson Pike is a 2-lane ditch-section roadway. Upon annexation, the City will become responsible for the operation and maintenance of this street. Based on a 15-year repaving cycle, the annualized maintenance cost is \$470 with State Street Aid and General Fund as funding sources.

Any new connections to Old Manson Pike must be approved by the City Engineer. Additionally, developments along this roadway may require participation in improvements to upgrade the roadway and ROW/Easement dedication in accordance with the City's Substandard Street policy requirements.

The annexation study area also includes three gaps of right-of-way that were left in the unincorporated County along Blackman Road and one along Manson Pike. The operation and maintenance of these gaps is already handled by the City and no additional services will be required from the Engineering or Streets Departments.

## **REGIONAL TRAFFIC & TRANSPORTATION**

The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan shows Manson Pike to be operating at a Level of Service B in the study area and Blackman Road to be operating at a Level of Service A

in the study area using average daily traffic (ADT) counts. The 2040 Level of Service Model indicates that Manson Pike and Blackman Road fall to Level of Service of D without the proposed improvements recommended in the 2040 Plan.

## **STORMWATER MANAGEMENT**

### **Storm Water Management and Utility Fees**

The study area is generally limited to public street rights-of-way and will not generate new revenue for the Stormwater Utility Fee.

### **Public Drainage**

No new public drainage facilities are included in the study area. Access to public drainage facilities is within the ROW of Manson Pike and Blackman Road. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

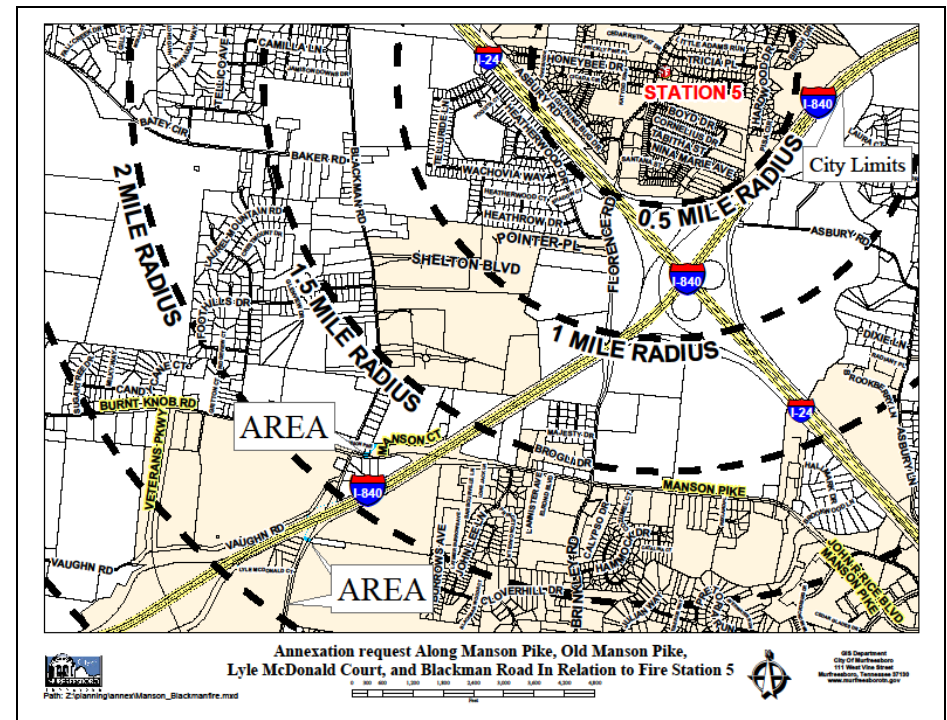
### **Regional Drainage Conditions**

The study area drains to the right-of-way.

## **FIRE AND EMERGENCY SERVICE**

The annexation of the study area will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD). MFRD will provide fire protection with full-time, professional staff as well as medical first responder service immediately upon the effective date of annexation.

The closest fire station is Fire Station #5, located at 3006 Florence Road, approximately 2.0 miles from the study area. The dashed lines on the adjacent map represent linear distance ranges from the nearest fire station. MFRD can provide ISO Class 2 fire protection to the study area immediately upon the effective date of annexation.



## **SOLID WASTE COLLECTION**

The City Solid Waste Department can service the study area immediately upon the effective date of annexation, although solid waste management services are not anticipated to be needed for the study area because it consists only of right-of-way and a 10'-wide strip of private property.

## **ELECTRIC SERVICE**

The study area is located within the Middle Tennessee Electric Membership Corporation (MTEMC) service boundary. MTEMC has facilities in this area. Because the study area consists of rights-of-way and two 10'-wide strips of private property, no additional demands for electric service are expected and MTEMC anticipates no negative impacts as a result of this annexation. It should be noted that the Murfreesboro Electric Department may take ownership of the lines in the area upon annexation.

## **STREET LIGHTING**

According to MTEMC, there are no street lights along the study area rights-of-way. If annexed, the City Engineer will determine if street lights are necessary. When installation of the lights is requested by the City Engineer, it will be funded by the City Street Lighting Fund.

## **GEOGRAPHIC INFORMATION SYSTEMS**

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

## **CITY SCHOOLS**

Because the study area consists of rights-of-way and two 10'-wide strips of private property, no additional demands for service for Murfreesboro City Schools are expected to be generated as a result of this annexation.

## **RECREATION**

Because the study area consists of rights-of-way and two 10'-wide strips of private property, no additional demands for service from the Parks and Recreation Department are expected to be generated as a result of this annexation.

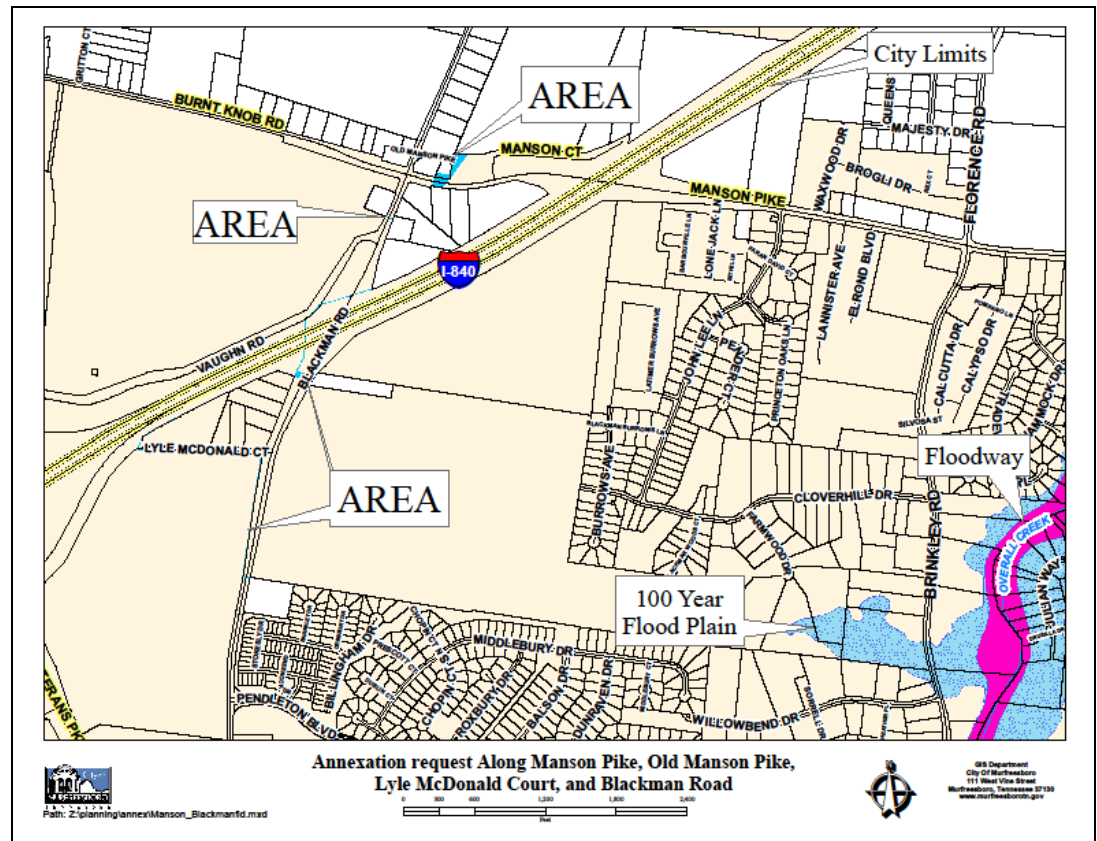
## **BUILDING AND CODES**

The study area 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.

## **FLOODWAY**

The study area is not located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

The adjacent map shows the floodway boundary in purple and the 100-year floodplain boundary in blue.



## **PLANNING, ENGINEERING, AND ZONING SERVICES**

The study area will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development within the study area occurs, the Planning Commission will review all site plans, and preliminary 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.

## **ANNEXATION FOLLOW-UP**

The Murfreesboro City Council will be responsible for ensuring that the study area 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.

**RESOLUTION 18-R-A-68** to annex approximately 2.37 acres along Manson Pike, Old Manson Pike, Manson Court, Lyle McDonald Court, Interstate 840 and Blackman Road, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, City of Murfreesboro Planning Department, applicant. [2018-511]

**WHEREAS**, the Owner(s) of the territory identified on the attached map as the “Area Annexed” have either petitioned for annexation or given written consent to the annexation of such territory; and

**WHEREAS**, a Plan of Services for such territory was adopted by **Resolution 18-R-PS-68** on January 17, 2019; and

**WHEREAS**, the Planning Commission held a public hearing on the proposed annexation of such territory on November 7, 2018 and recommended approval of the annexation; and

**WHEREAS**, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

**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 territory identified on the attached map as the “Area Annexed” is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 18-OZ-68**, the public welfare and the welfare of the City requiring it.

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

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

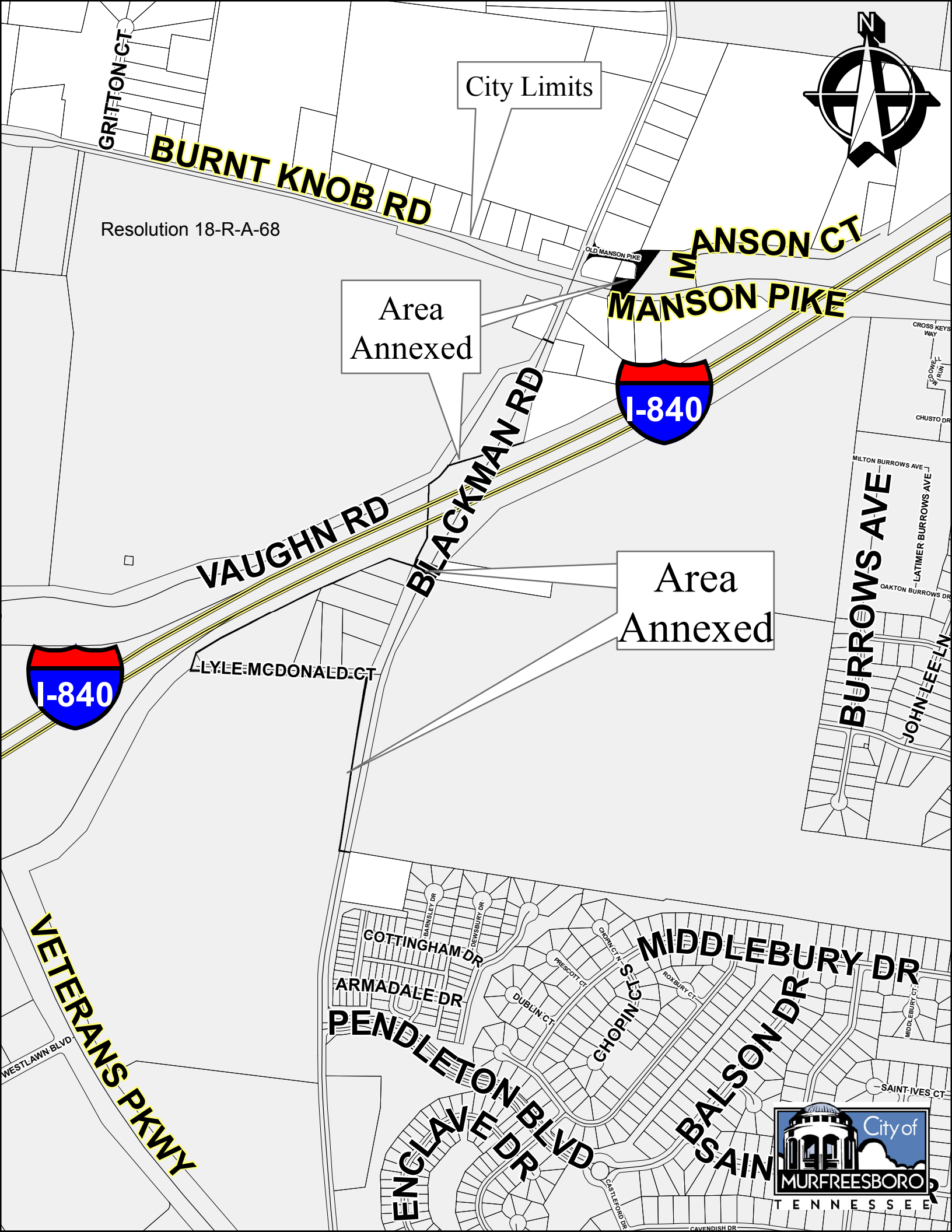
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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

SEAL



City Limits



Resolution 18-R-A-68

Area  
Annexed

**MANSON CT**  
**MANSON PIKE**



Area  
Annexed

**VAUGHN RD**

**BLACKMAN RD**



LYLE MCDONALD CT

**BURROWS AVE**

**VETERANS PKWY**

**PENDLETON DR BLVD**  
**MIDDLEBURY DR**  
**BALSON DR**  
**ENCLAVON DR**



**ORDINANCE 18-OZ-68** 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 0.51 acres along Blackman Road and Lyle McDonald Court as Highway Commercial (CH) District, simultaneous with annexation; City of Murfreesboro Planning Department, applicant. [2018-435]

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

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

Passed:	_____
1 <sup>st</sup> reading	_____
2 <sup>nd</sup> reading	_____

Shane McFarland, Mayor

ATTEST:	APPROVED AS TO FORM:
_____	_____
Melissa B. Wright	Adam F. Tucker
City Recorder	City Attorney

SEAL



City Limits

GRITTON CT

BURNT KNOB RD

Ordinance 18-OZ-68

Area  
Annexed

MANSON  
PIKE



VAUGHN RD

BLACKMAN RD



LYLE MCDONALD CT

Area  
Zoned CH  
Simultaneous with  
Annexation

BURROWS AVE

JOHN LEE LN

VETERANS  
PKWY

ARMADALE DR  
PENDLETON DR BLVD  
ENCLAVE DR  
BILLINGHAM DR  
DUBLIN CT  
CHOPIN CT  
MIDDLEBURY DR  
BALSON DR  
CAVENDISH DR



TENNESSEE

# COUNCIL COMMUNICATION

Meeting Date: 01/17/19

---

**Item Title:** Amending Planned Residential District for approximately 33.3 acres in the General's Landing PRD along West Thompson Lane [2018-427]  
(First Reading)

**Department:** Planning

**Presented by:** Margaret Ann-Ely Green, AICP, Principal Planner

**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 General's Landing PRD located along West Thompson Lane.

**Staff Recommendation**

Pass and adopt the ordinance on first reading amending the zoning, as requested.

The Planning Commission unanimously recommended approval of the amendment by a vote of 7-0.

**Background Information**

Blue Sky Construction presented to the City a zoning application [2018-427] for approximately 33.3 acres located along West Thompson Lane to amend the PRD (General's Landing PRD). During its regular meeting on September 5, 2018, the Planning Commission conducted a public hearing on this matter. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval. The City Council conducted a public hearing on November 1, 2018 and deferred the matter in order to obtain additional information regarding solid waste management for the single-family, attached portion of this development. Since that time, the City Council has reviewed solid waste management protocols for single-family, attached developments. A memo from Assistant City Manager Darren Gore with proposed conditions of approval and a draft the proposed Solid Waste Design Criteria has been provided in the agenda materials for Council's reference.

**Fiscal Impacts**

The City Council can expect a fiscal impact based on providing Solid Waste services to the additional 130 single-family, attached residences. The developer will be expected to purchase the carts at a cost of \$6,929 (\$53.30x130). In addition, the residents will

be required to pay the \$5 solid waste fee, which will generate approximately \$7,800 in annual revenue for the City (130x\$60).

**Attachments:**

1. Memo from Assistant City Manager Darren Gore
2. Draft Solid Waste Design Criteria
3. Ordinance No. 18-OZ-57
4. Map of the area
5. Planning Commission staff comments and minutes
6. Other miscellaneous exhibits



*... creating a better quality of life*

# MEMORANDUM

**DATE:** January 9, 2019  
**TO:** Planning Staff  
**FROM:** Darren Gore  
**SUBJECT:** Recommendation to Serve Generals Landing Solid Waste Curbside Collection Services

---

## BACKGROUND

Generals Landing was approved as a planned development initially the single-family, attached (townhome) residents with solid waste collection services through a compactor and disposal by a private hauler. A subsequent request came to the City to eliminate the compactor and private solid waste disposal services in lieu of City-provided solid waste curbside collection services.

As a result, utility enterprises staff developed preliminary draft solid waste curbside collection design criteria (draft attached) for review by the City Council at their December 12, 2018 workshop. These design criteria have not been reviewed by the Planning Commission to date, but it is anticipated that the design criteria will affect the zoning ordinance, and therefore be considered for adoption by the Planning Commission and City Council in the future.

The current practice to determine if solid waste collection is optimal is through the review by the Solid Waste Director to determine that the development street patterns (i.e., turning radii) and retrieval of solid waste carts by side-loading solid waste trucks is achievable.

It has been determined that Generals Landing meets the criteria to receive City-provided solid waste curbside collection services under certain conditions (see recommendation section).

## RECOMMENDATION

The Solid Waste Director recommends that we provide curbside solid waste collection services for Generals Landing prior to Caroline Farms being built out under the following conditions:

- 1) All solid waste carts would have to be purchased by the developer.
- 2) Solid waste collection for units Q1-Q5 be handled in one of two ways (see attached exhibit):
  - a) Their construction is delayed until road connectivity occurs to Caroline Farms, or
  - b) A temporary turnaround is provided.

## ATTACHMENTS

Preliminary Draft Solid Waste Curbside Collection Design Criteria  
Solid Waste Collection Exhibit for Generals Landing

Water Resources Department

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



**DRAFT**



City of Murfreesboro, TN  
SOLID WASTE COLLECTION  
DESIGN CRITERIA

January 7, 2019

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## Introduction / Amendments to the Manual / Variations from Design Standards

The regulations and standards contained in this manual are intended to provide for adequate and coordinated development with necessary facilities to allow the efficient and effective provision of solid waste removal services by the City.

In the case where any requirement in the City Code conflicts with any regulation or standard presented in this manual, the City Code shall control.

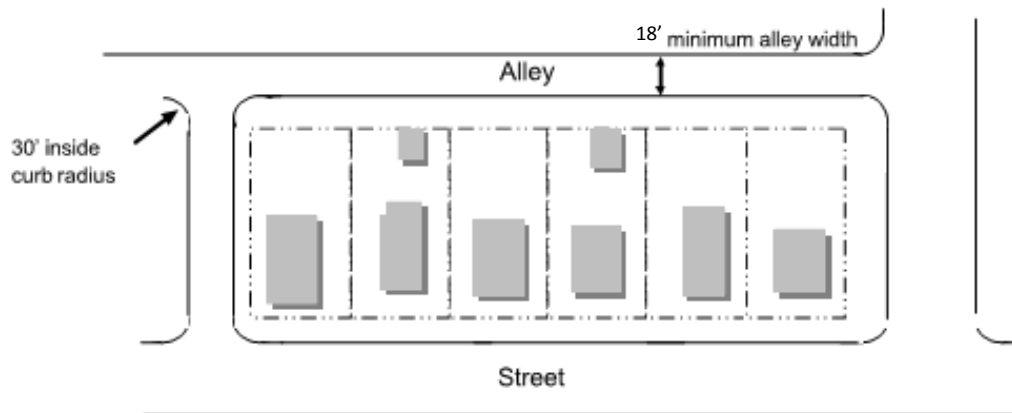
Amendments to this manual may be made from time to time by action of the Utility Enterprises Director, after consultation with other City Departments. The Director shall make a reasonable effort to involve industry representatives in any such amendment and shall provide reasonable notice to common users of this manual of its amendment. All amended versions shall be numbered and dated and shall be placed on file in the City Recorder's office.

The Utility Enterprises Director, in consultation with other City departments, may allow modification to the design criteria set forth in this manual, subject to approval of the City Manager. Modifications may be necessary to allow for existing conditions or for unusual circumstances. Modifications to design criteria may be allowed provided that an investigation by the Utility Enterprises Director concludes that all of the following criteria can be satisfied:

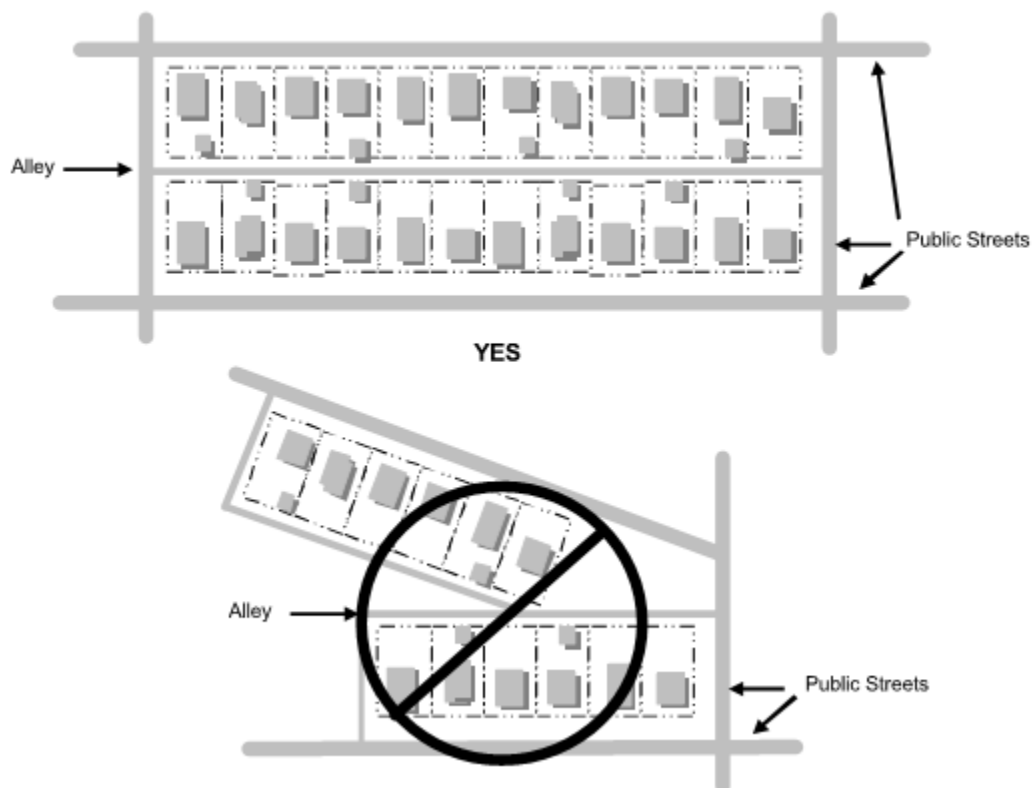
- 1) The modification to the design criteria is based on sound collection practices and industry standards.
- 2) The modification will not create an unsafe or hazardous situation to occur.
- 3) The modification will be the equivalent of the standard in terms of efficiency of service, functionality, durability, and long-term maintenance.
- 4) The modification to the design criteria will not adversely impact the ability of the City to provide efficient and effective solid waste collection services, nor will it adversely affect adjacent properties.

## Access Standards

Alleys used for solid waste collection vehicles that serve individual residential units must be a min. 18' in width. The 18' minimum width can include the width of ribbon curb installed in conjunction with the alley paving. Inside curb radii must be min. 30'. All alleys to be traversed by solid waste collection vehicles must meet the residential street standard asphalt surface course. Parking in alleys is prohibited to qualify for City-provided solid waste curbside collection services.



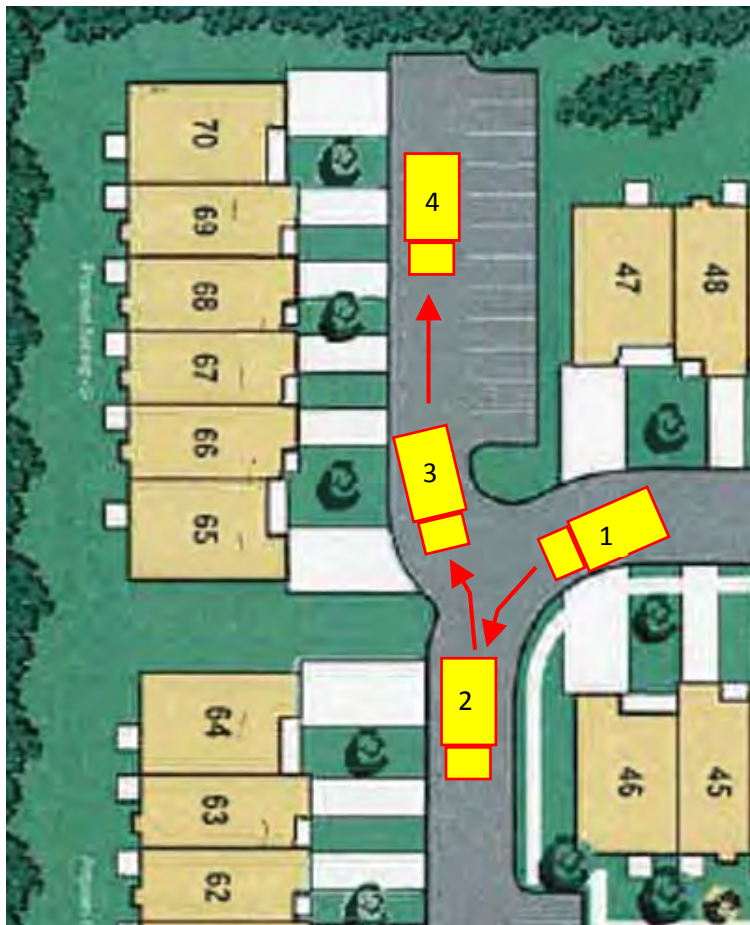
Alleys should extend through a block between public streets and avoid 90-degree or acute angled turns.



Where a rear alley is not provided for solid waste vehicles, direct vehicular access to all small-lot or attached single-family homes (patio home, cluster home or townhome developments) for the purpose of collection of 96-gallon standard City residential solid waste carts must be provided by a design that allows each unit occupant to roll the carts to the public or private street as is normal for residential pick-up (no obstructions or topographical features that would hamper the resident from rolling the cart to the curb – at least 3' horizontal clearance).

No detached single-family dwellings or attached single-family dwellings will be served if the following occurs:

- Surface parking is allowed in front of the dwelling units (see exhibit A).
- The geometric design of public streets or alleys in the development does not meet the engineering department design standards of public streets (see exhibit B).
- A private street or alley does not meet the geometric design and paving schedule approved by the engineering department design standards
- A side-loading solid waste truck is physically unable to reach the 96-gallon City solid waste collection cart from the alley or roadway.
- Attached dwellings are over 6 units, with common entrances for each building or with units arranged one atop the other in multiple stories
- A right-hand side-loader collection vehicle (depicted below) has to “back” into a roadway or alley to retrieve a 96-gallon solid waste cart.



### Exhibit A

Example of surface parking areas highlighted in “red” disallowing curbside solid waste collection due to retrieval of 96 gallon carts in front of townhomes not being accessible.



### Exhibit B

Example of geometric design of access lanes (radii too tight) disqualifying development of not receiving solid waste curbside collection services. Only one ingress/egress point with no turnaround would also disqualify this development.



**ORDINANCE 18-OZ-57** 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 33.3 acres in the Planned Residential Development (PRD) District (Generals Landing PRD) located along West Thompson Lane; Blue Sky Construction, applicant [2018-427].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Residential Development (PRD) District, as indicated on the attached map, for the purpose of allowing the single-family, attached portion of the PRD to utilize City solid waste collection and to revise the mail delivery system.

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

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

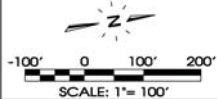
2<sup>nd</sup> reading \_\_\_\_\_

ATTEST: APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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

SEAL



*CAROLINE FARMS*  
*Conceptual Site Plan 'C'*  
*Murfreesboro, Tennessee*

SEC PROJECT # 16184

# COUNCIL COMMUNICATION

Meeting Date: 11/1/18

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**Item Title:** Amending Planned Residential District for approximately 33.3 acres in the General's Landing PRD along West Thompson Lane [2018-427]  
[Public Hearing Required](First Reading)

**Department:** Planning

**Presented by:** Margaret Ann-Ely Green, AICP, Principal Planner

**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 General's Landing PRD located along West Thompson Lane.

**Staff Recommendation**

Conduct a public hearing, pass and adopt the ordinance amending the zoning, as requested.

The Planning Commission unanimously recommended approval of the amendment by a vote of 7-0.

**Background Information**

Blue Sky Construction presented to the City a zoning application [2018-427] for approximately 33.3 acres located along West Thompson Lane to amend the PRD (General's Landing PRD). During its regular meeting on September 5, 2018, the Planning Commission conducted a public hearing on this matter. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval.

**Council Priorities Served**

*Engaging Our Community*

Public hearings are the official source of public input from stakeholders for zoning applications.

**Fiscal Impacts**

None.

**Attachments:**

1. Ordinance No. 18-OZ-57
2. Map of the area
3. Planning Commission staff comments and minutes
4. Other miscellaneous exhibits

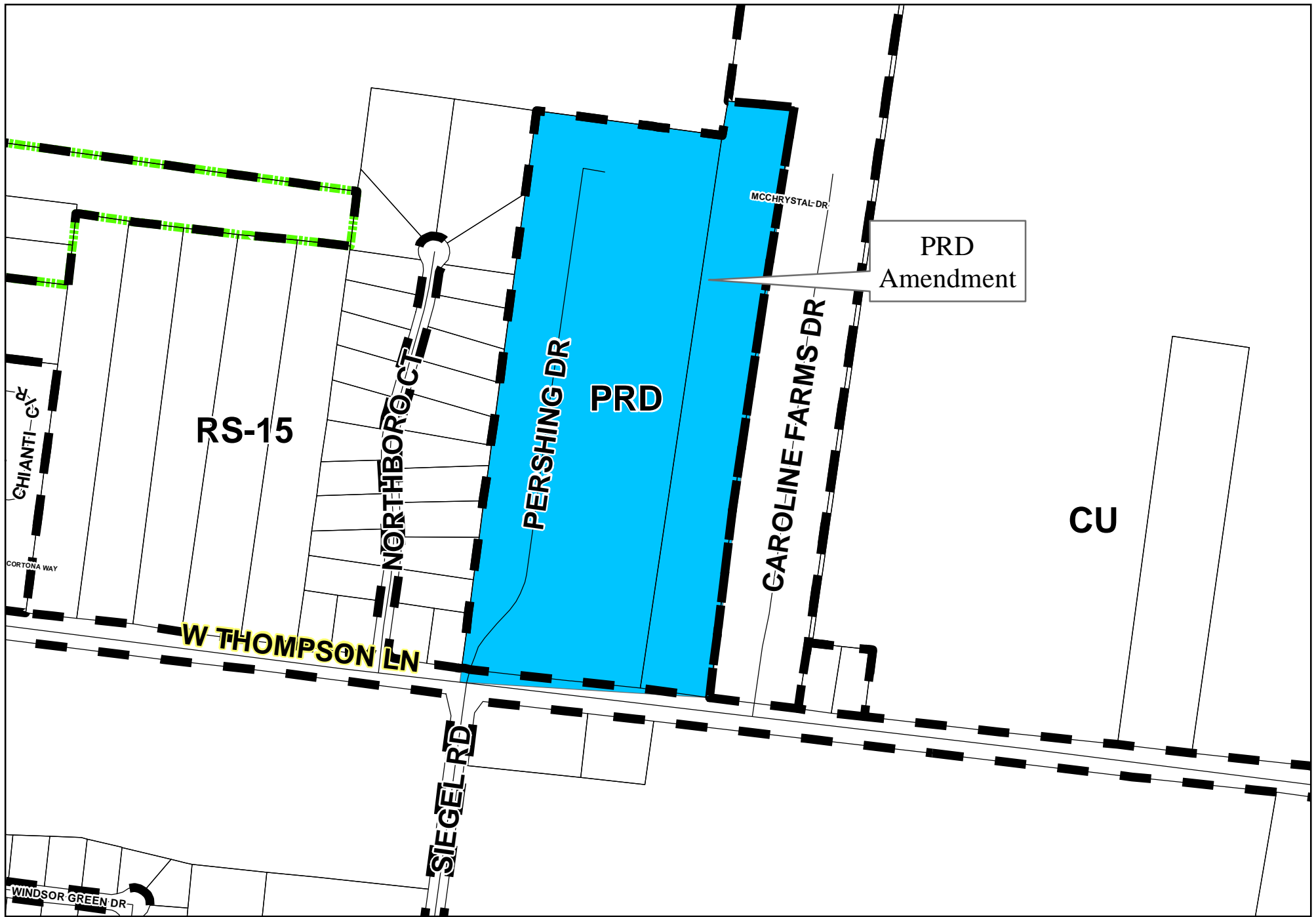
**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 5, 2018**

**4.c. Zoning application [2018-427] for approximately 33.3 acres located along West Thompson Lane to amend the PRD (Generals Landing), Blue Sky Construction.**

The subject properties are located north of West Thompson Lane, just north of its intersection with Siegel Road. The properties were rezoned from RS-15 (Single-Family, Residential District) to PRD by the City Council in 2016. The PRD development is called Generals Landing (file # 2015-431). The total site consists of 33.3 acres and is currently under development with 31 single-family, detached lots and 130 single-family, attached lots for a total of 161 units (density of 4.87 dwelling units per acre).

The property developer is requesting to amend the PRD as it relates to solid waste management. The original plan required the owners of the property to serve the townhomes with a trash compactor. The developer now wishes to have the City of Murfreesboro provide solid waste carts and serve the property. They also wish to convert the area reserved for the compactor as a recycling center. Additionally, this plan will provide a mail service plan consistent with the United States Postal Service centralized mail delivery mandate.

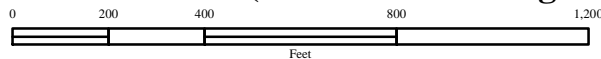
A copy of the pages being amended with the General's Landing PRD have been provided. The Planning Commission will need to schedule a public hearing on this matter. The Planning Commission will need to conduct a public hearing on the matter of the PUD zone request, after which it will need to discuss this matter and then formulate a recommendation for City Council



# Zoning Request for Property Along West Thompson Lane PRD Amendment (General's Landing PRD)



Path: Z:\planning\rezon\WThompsonLnPRDAmend.mxd



GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

August 28, 2018

Mrs. Margaret Ann Green  
Senior Planner  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130

Re: General's Landing PRD Amendment

Dear Mrs. Green,

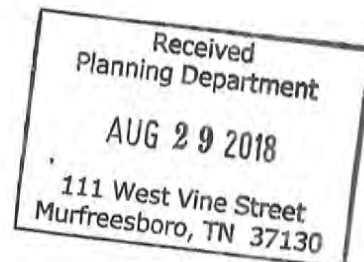
On behalf of our client, Mr. Brian Moore, we hereby request to amend the General's Landing PRD with the following three items: Item #1 replace the trash compactor with individual trash containers. The trash containers will be kept in the home owner's garage and rolled to the curb on trash collection day. Item #2 replace the trash compactor with a recycling center. The center will contain bends for various types of recycling products such as cardboard, plastic and aluminum. Item #3 replace individual mail boxes with a central mail kiosk. The location is noted on the plans provided. Thank you for considering our request.

Sincerely,

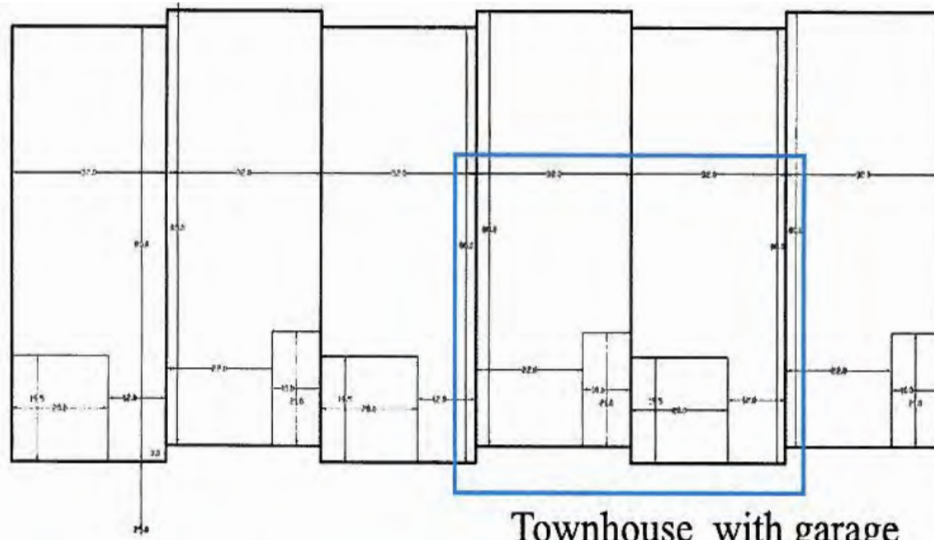


Clyde Rountree, RLA

HUDDLESTON-STEELE ENGINEERING, INC.



# General's Landing PRD Amendment



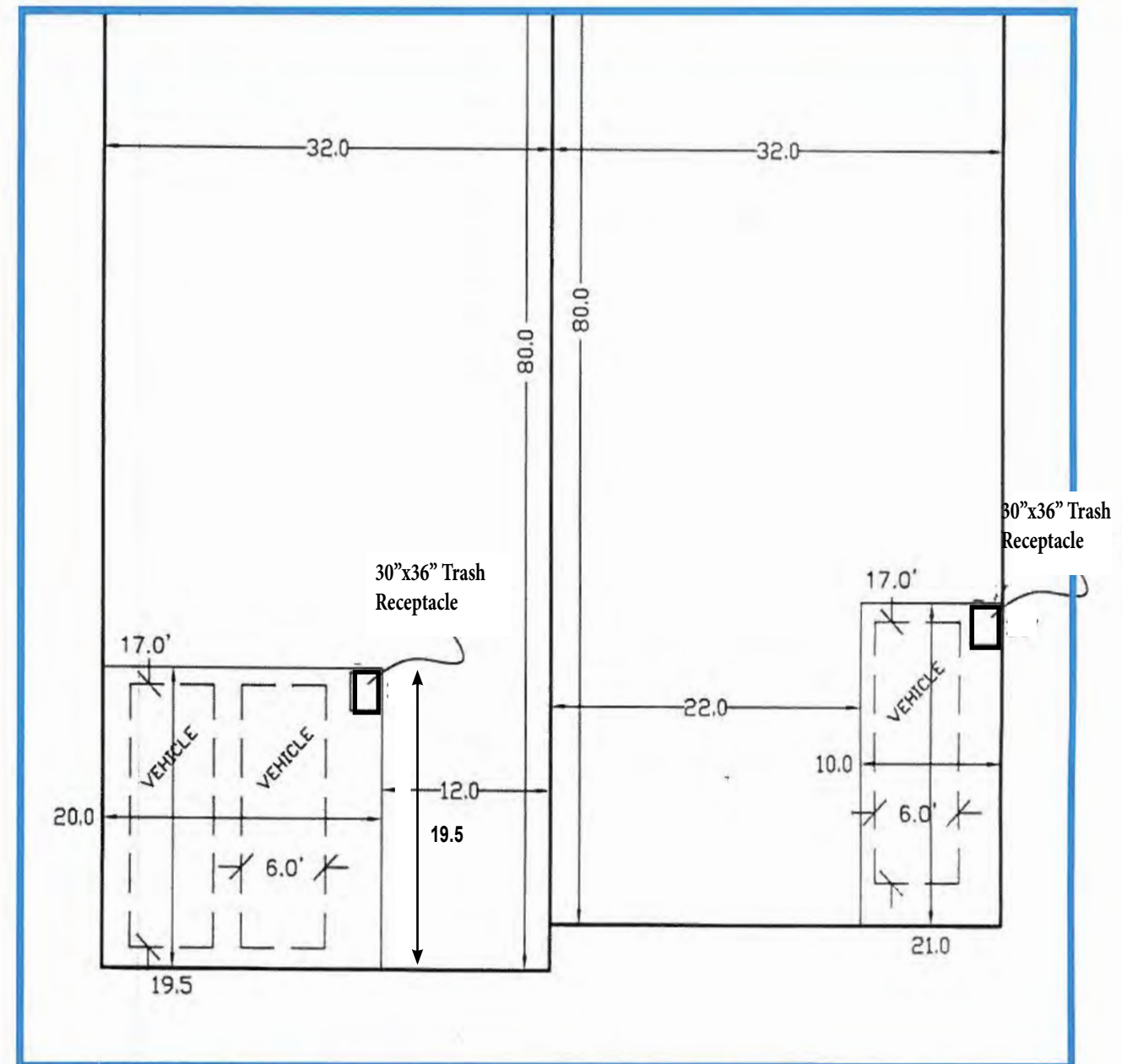
Townhouse with garage

Home Size: 1,800 SF minimum

Front Yard Setback: 30'

Rear Yard Setback: 25'

Garages: Front entry. Garage door is 25' back of sidewalk. Motor-court style. Carriage-style garage doors with glass. Two car garage  
Exteriors: Exterior materials to be brick, stone, or cement fiber. Vinyl may be used on soffits and fascia.



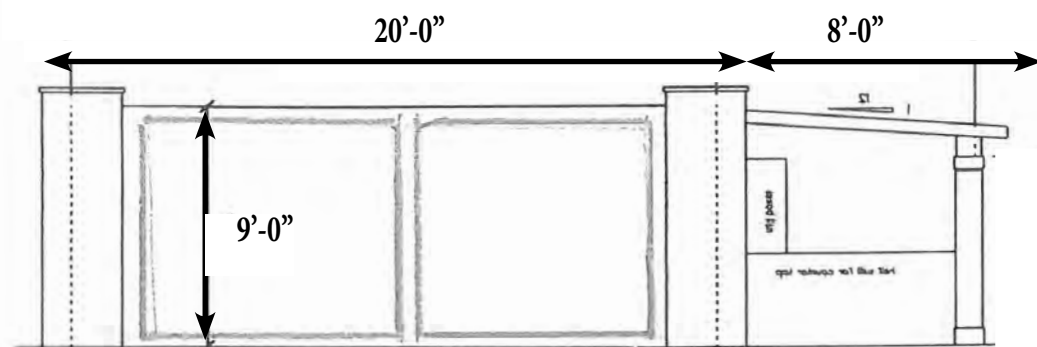
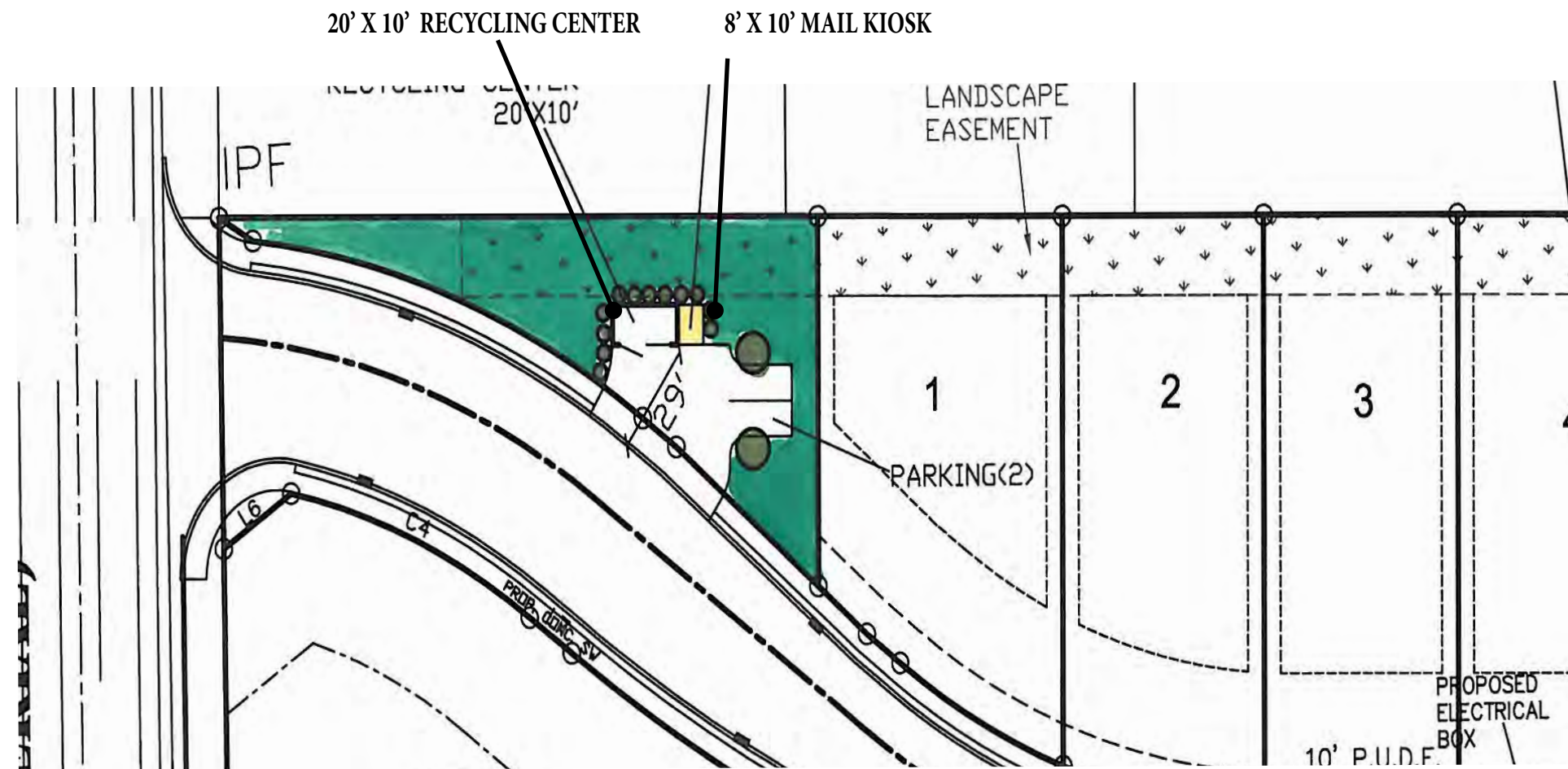
Garage exhibit showing car and trash Can in garage space

Amendment request to remove trash compactor and provide individual trash containers for the home owners.

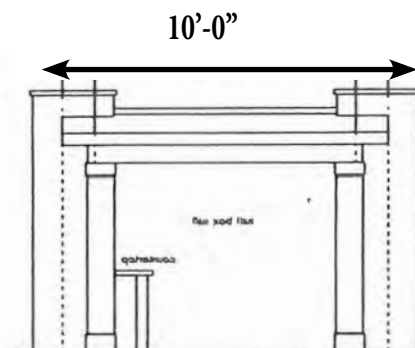
#1 Provide Trash Containers in Garage

**HUDDLESTON-STEELE**  
ENGINEERING, INC.

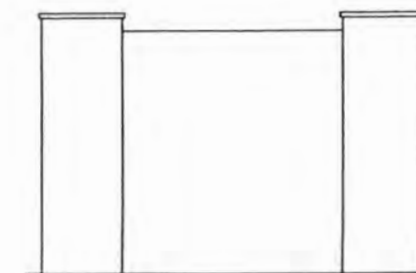
# General's Landing PRD Amendment



Front Elevation



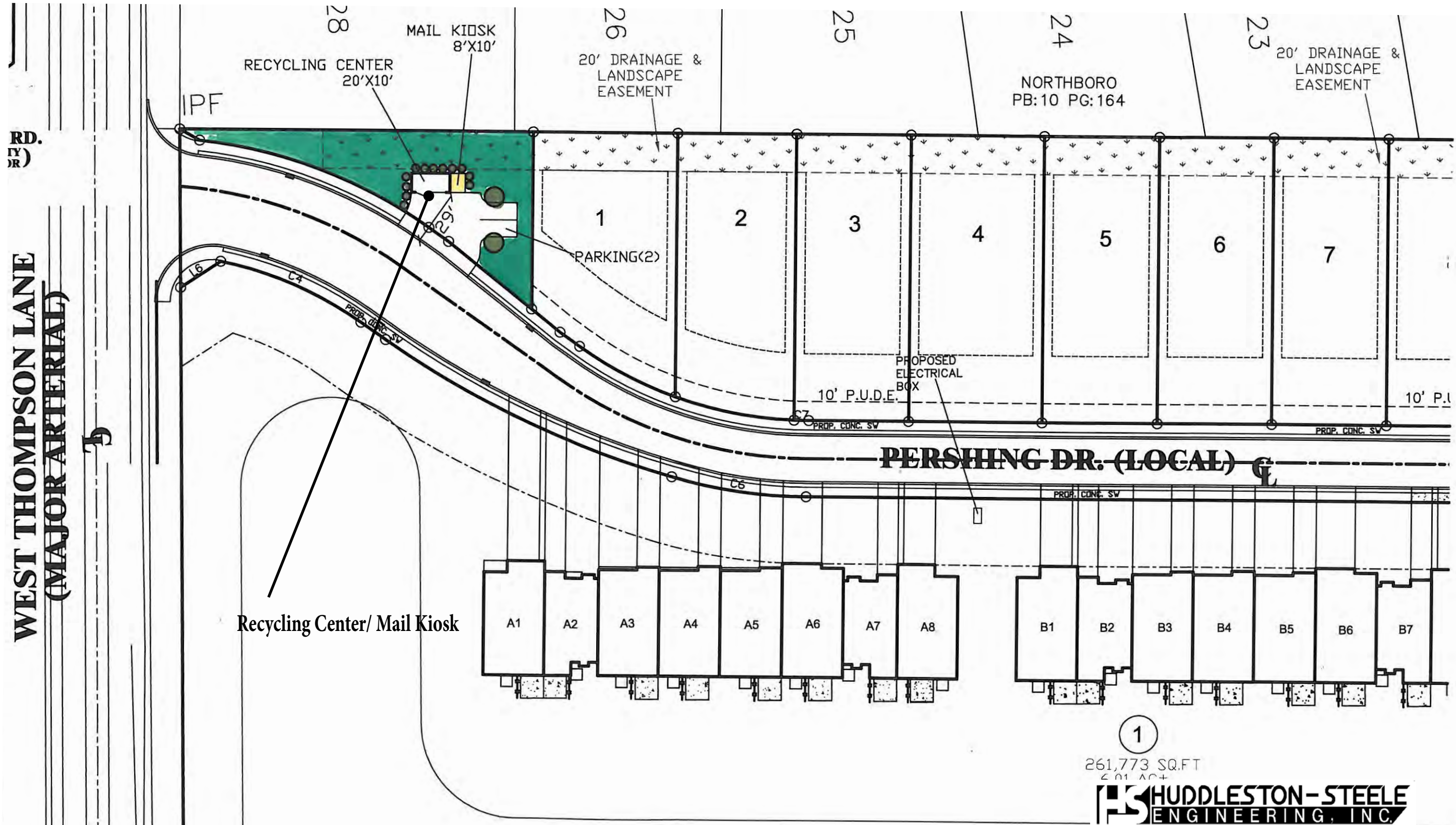
Side Elevation



Side Elevation

Note: Structure to be all masonry to match the character of the proposed homes.  
Recycle center doors to be all metal painted an earth tone color.

# General's Landing PRD Amendment



# 2 REPLACE TRASH COMPACTOR WITH RECYCLING CENTER

# **Minutes of the Murfreesboro Planning Commission September 5, 2018**

**CITY HALL**

**7:00 P.M.**

## **MEMBERS PRESENT**

Bob Lamb, Chairman  
Kirt Wade, Vice Chairman  
Warren Russell  
Eddie Smotherman  
Ken Halliburton  
Kathy Jones  
Jennifer Garland

## **STAFF PRESENT**

Sam Huddleston, Exe. Dir. Devel. Serv. Div.  
Donald Anthony, Planning Director  
Matthew Blomeley, Assistant Planning Dir.  
Margaret Ann Green, Principal Planner  
Dianna Tomlin, Principal Planner  
Austin Cooper, Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Assistant City Attorney  
Jim Crumley, Assistant City Manager  
Ram Balachandran, Assist. Transp. Director

**Chairman Bob Lamb called the meeting to order after determining there was a quorum. The minutes of the July 18, 2018, and August 1, 2018, Planning Commission meetings were approved as submitted.**

Mr. David Ives began the meeting by making known the City of Murfreesboro has a contract pending to sell property to Vanderbilt University Medical Center located along Garrison Drive. During the course of preparing the surveys, the site plans, and the final plat, it was discovered an adjoining land owner had a fence encroaching onto the city owned property. The fence is a 14-foot encroachment that creates a title problem of 2,400 square feet. To eliminate the encroachment, VUMC made an adjustment to their site plan by changing the property lines by sliding the entrance drive towards the west. This adjustment to their site plan affected three parking spaces. Revisions have been made to their site plan by relocating the three affected parking spaces to the back of their property. If the Planning Commissions approves these changes, it is recommended this item be moved forward to City Council for their review regarding the changes to the property line.

# Minutes of the Murfreesboro Planning Commission September 5, 2018

unit. The solid waste carts would be located within the 4-foot grass strip. The Planning Commission could request for a dumpster to be provided with the townhomes instead of using carts. In addition, there could be a commitment made for a certain percentage to be placed on the number of garages for the townhomes.

**Vice Chairman Kirt Wade made a motion to recommend approval subject to all staff comments, seconded by Ms. Jennifer Garland. The motion carried by unanimous vote in favor.**

**Zoning application [2018-427] for approximately 33.3 acres located along West Thompson Lane to amend the PRD (Generals Landing), Blue Sky Construction applicant.**

Ms. Margaret Ann Green began by describing the subject properties located north of West Thompson Lane, just north of its intersection with Siegel Road. The properties were rezoned from RS-15 (Single-Family, Residential District) to PRD by the City Council in 2016. The PRD development is called Generals Landing (file # 2015-431). The total site consists of 33.3 acres and is currently under development with 31 single-family, detached lots and 130 single-family, attached lots for a total of 161 units (density of 4.87 dwelling units per acre).

The developer is requesting to amend the PRD as it relates to solid waste management. The original plan required the owners of the property to serve the townhomes with a trash compactor. The developer now wishes to have the City of Murfreesboro provide solid waste carts and serve the property. They also wish to convert the area reserved for the compactor as a recycling center. Additionally, this plan would provide a mail service plan which would be consistent with the United States Postal Service regarding a new centralized mail delivery mandate.

# Minutes of the Murfreesboro Planning Commission September 5, 2018

A copy of the pages being amended with the General's Landing PRD had been provided in the agenda packet.

Mr. Clyde Rountree was in attendance to represent the applicant. Mr. Rountree began by making known the applicant feels this request would be more consistent, less confusing, and would create a cleaner feel for solid waste pickup within the development. Ms. Jennifer Garland asked if the centralized mail delivery mandate would require any parking spaces. Ms. Green answered, no. However, Staff is considering policies to address issues such as parking spaces, locations in subdivisions, etc. with the new mail delivery mandate. Mr. Clyde Rountree made known they had provided two parking spaces for the mail delivery service area.

Chairman Bob Lamb opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Chairman Bob Lamb closed the public hearing.

**Ms. Jennifer Garland made a motion to recommend approval subject to all staff comments, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.**

**Mandatory Referral/ROW Abandonment [2018-716] to consider the abandonment of a portion of Florence Road right-of-way, Chris Bratcher applicant.** Mr. Matthew Blomeley began by making known the City had received a right-of-way (ROW) abandonment request from Mr. Chris Bratcher along Florence Road just south of Northwest Broad Street and the CSX railroad tracks. The requested ROW is adjacent to an existing parcel that Mr. Bratcher recently purchased from the City. In its current size and shape, the parcel does not have a very deep building envelope. He seeks to abandon excess ROW

# COUNCIL COMMUNICATION

Meeting Date: 1/17/19

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**Item Title:** Rezoning approximately 3.65 acres located along Halls Hill Pike  
[2018-434]  
[Public Hearing Required] (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"/>

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**Summary**

Rezone approximately 3.65 acres located along Halls Hill Pike.

**Staff Recommendation**

Conduct a public hearing, pass and adopt the ordinance establishing the requested zoning.

The Planning Commission unanimously recommended approval of the rezoning by a vote of 6-0.

**Background Information**

Mr. Bobby Kirby presented a zoning application [2018-434] for approximately 3.65 acres to be rezoned from CL (Local Commercial District) and RM-16 (Residential Multi-Family District 16) to CF (Fringe Commercial District). During its regular meeting on November 7, 2018, the Planning Commission conducted a public hearing on this matter. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval.

**Council Priorities Served**

*Engaging Our Community*

Public hearings are the official source of public input from stakeholders for zoning applications.

**Fiscal Impacts**

None.

**Attachments:**

1. Ordinance 18-OZ-67
2. Map of the area
3. Planning Commission staff comments and minutes
4. Rezoning application

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
NOVEMBER 7, 2018  
PROJECT PLANNER: DIANNA TOMLIN**

**4.a. Zoning application [2018-434] for approximately 3.65 acres located along Halls Hill Pike to be zoned CF, Bobby Kirby applicant.**

The study area is located north of Halls Hill Pike and west of Woods Edge Dr. The property to be rezoned consists of two parcels:

Ownership	Parcel ID	Acreage	Current Zone	Requested Zone
Swanson Development LP	090 02003	1.9	CL	CF
Chen Zaisong	090 02004	1.7	RM-16	CF

Parcel 20.03 is presently occupied by a self-service storage facility. The owner of the self-service storage facility wishes to expand the business westward to parcel 20.04.

Adjacent Zoning and Land Uses

Adjacent land uses include: multi-family residential on the north; commercial on the west and south; and single-family residential on the east.

Adjacent zoning includes:

Zoning of Property abutting North	RM-16
Zoning of Property abutting South	County
Zoning of Property abutting East	County
Zoning of Property abutting West	CF

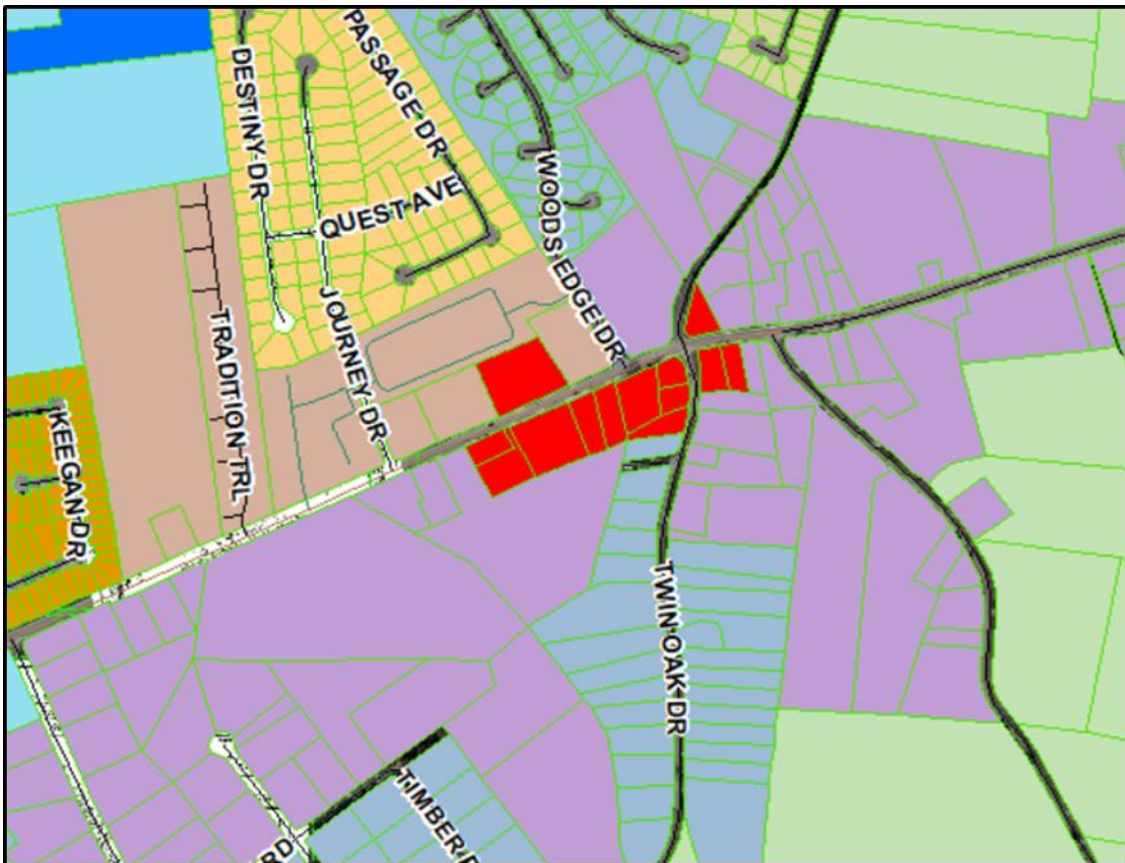
Request to Rezone Property to CF

The Commercial Local (CL) zoning category is intended to permit the development of residential, commercial retail, and personal services to serve the needs of a relatively small area. Commercial Fringe (CF) zoning is intended to allow retail development along highways and major arterials adjacent to residential development that would not be a nuisance. While CF zoning allows a wider array of commercial uses than CL zoning, CF does not allow residential uses.

## Future Land Use Map

The Future Land Use Map of the *Murfreesboro 2035* Comprehensive Plan indicates that Auto-Urban General Commercial is the most appropriate land use for the subject property. Per page 4.22 of *Murfreesboro 2035*, the Auto-Urban General Commercial category includes high density commercial uses, strip commercial centers, chain retail, and hotels. The proposed rezoning is consistent with the Future Land Use Map.

Class	Character	Aligned Zone	Current Zone	Proposed Zone
Auto Urban	General Commercial	CH, GDO, PCD	CL, RM-16	CF

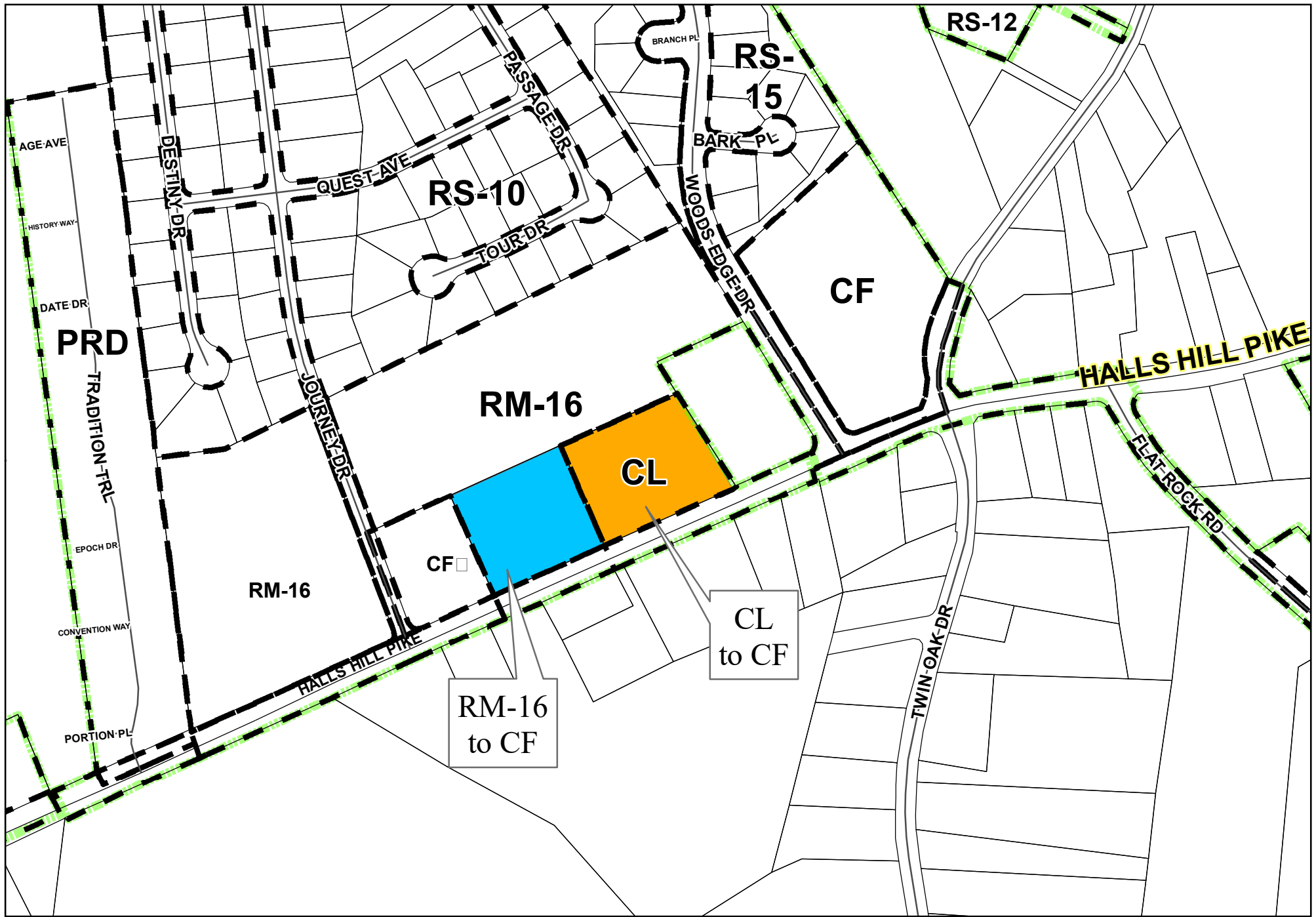


Existing Future Land Use Designation  
**Proposed** Future Land Use Designation  
Existing Zoning Map Designation  
**Proposed** Zoning Map Designation

General Commercial  
**NO CHANGE**  
CL, RM-16  
CF

### Public Hearing

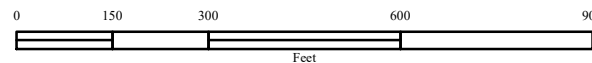
The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning. The Planning Commission should conduct a public hearing and formulate a recommendation for City Council.



# Rezoning Request for Property Along Halls Hill Pike CL to CF and RM-16 to CF



Path: Z:\planning\rezon\HallsHillPk10\_2018.mxd



GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



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

Address: 114 SOUTH COURT SQ

City/State/Zip: MEMPHIS TN 37111

Phone: 931-473-3181

E-mail address: BOBBY@INVESTMENTPARTNERSLLC.COM

PROPERTY OWNER: JOE SWANSON AND CHEN ZAI SON

Street Address or property description: 2415 HALLS HILL PIKE ADJACENT 1.74 AC

and/or Tax map #: 090 02003 LOT 1  
090 02004 LOT 2 Group \_\_\_\_\_ Parcel (s) \_\_\_\_\_

Existing zoning classification: CL AND RM-16

Proposed zoning classification: CF Acreage 3.65

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

E-mail: Bobby@investmentpartnersllc.com

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 9-26-18

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

Date received: \_\_\_\_\_ MPC YR: \_\_\_\_\_ MPC #: 2018-434

Amount paid: \$950.00 Receipt #: 276899

Revised 7/20/2018

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 7, 2018**

**Mr. Warren Russell made a motion to elect Ms. Kathy Jones as Vice Chair, seconded by Mr. Ronnie Martin. The motion passed on a vote of 5-0 with Ms. Jones abstaining.**

Chairman Lamb commented on Ms. Jones whom has served on the Planning Commission for many years and has been a great public servant while serving as a Planning Commission. He said he feels she is the best prepared member at our Planning Commission meetings. Ms. Jones will make a great Vice Chair.

## **Public Hearings**

**Zoning application [2018-434] for approximately 3.65 acres to be rezoned from CL and RM-16 to CF located along Halls Hill Pike, Bobby Kirby applicant. (project planner Dianna**

**Tomlin)** Ms. Dianna Tomlin began by describing the study area located north of Halls Hill Pike and west of Woods Edge Dr. Ms. Tomlin made known that the property to be rezoned consists of two parcels, being the following:

<b>Ownership</b>	<b>Parcel ID</b>	<b>Acreage</b>	<b>Current Zone</b>	<b>Requested Zone</b>
Swanson, Dev. LP	090 02003	1.9	CL	CF
Chen Zaisong	090 02004	1.7	RM-16	CF

Parcel 20.03 is presently occupied by a self-service storage facility. The owner of the self-service storage facility wishes to expand the business westward to Parcel 20.04.

## **Adjacent Zoning and Land Uses**

The adjacent land uses include: multi-family residential on the north; commercial on the west and south; and single-family residential on the east.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION NOVEMBER 7, 2018

## Adjacent zoning includes:

Zoning of Property abutting North	RM-16
Zoning of Property abutting South	County
Zoning of Property abutting East	County
Zoning of Property abutting West	CF

## Request to Rezone Property to CF

The Commercial Local (CL) zoning category is intended to permit the development of residential, commercial retail, and personal services to serve the needs of a relatively small area. Commercial Fringe (CF) zoning is intended to allow retail development along highways and major arterials adjacent to residential development that would not be a nuisance. While CF zoning allows a wider array of commercial uses than CL zoning, CF does not allow residential uses.

Chairman Bob Lamb opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Chairman Bob Lamb closed the public hearing.

**Ms. Kathy Jones made a motion to approve the zoning request, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.**

**Mandatory Referral/ROW Abandonment [2018-726] to consider the abandonment of a drainage easement and a segment of Cedar View Drive right-of-way, Larry Gilliland applicant. (project planner Margaret Ann Green)** Ms. Margaret Ann Green began by making known the City had received a right-of-way (ROW) abandonment request from Mr. Larry Gilliland for a 311-linear foot section of Cedar View Drive. The requested ROW is adjacent to an existing parcel that Mr. Gilliland recently purchased. This request also includes a request from Mr. Gilliland to consider abandoning a 20-foot wide drainage easement that runs along the

**ORDINANCE 18-OZ-67** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 3.65 acres along Halls Hike Pike from Local Commercial (CL) District and Residential Multi-Family Sixteen (RM-16) District to Commercial Fringe (CF) District; Bobby Kirby, applicant [2018-434].

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

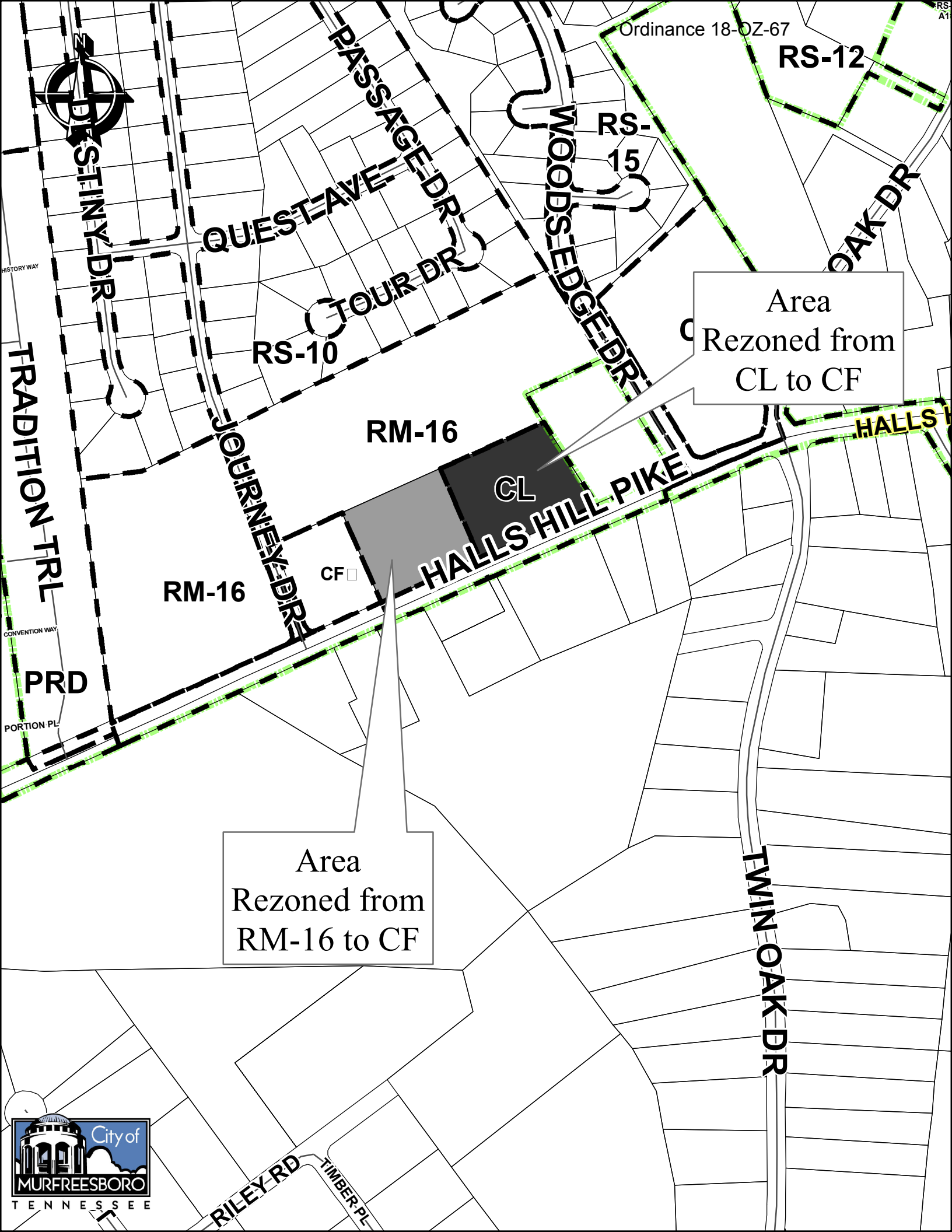
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Commercial Fringe (CF) 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:	_____
	Shane McFarland, Mayor
1 <sup>st</sup> reading	_____
2 <sup>nd</sup> reading	_____
ATTEST:	APPROVED AS TO FORM:
_____	_____
Melissa B. Wright	Adam F. Tucker
City Recorder	City Attorney

SEAL



Ordinance 18-0Z-67

RS-12

RS-15

Area  
Rezoned from  
CL to CF

RM-16

CL

HALLS HILL PIKE

RM-16

CF

Area  
Rezoned from  
RM-16 to CF

TWIN OAK DR



# COUNCIL COMMUNICATION

Meeting Date: 1/17/19

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**Item Title:** Annexation Progress Reports [2018-S-105]  
[Public Hearing Required]

**Department:** Planning

**Presented by:** Austin Cooper, Planner

**Requested Council Action:**

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

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**Summary**

Annexation progress reports for annexed areas.

**Staff Recommendation**

Conduct a public hearing and pass a motion approving the annexation progress reports.

**Background Information**

Public Chapter 1101 of 1998 enacted by the General Assembly requires that six months after the effective date of an annexation, and annually thereafter until services have been extended according to such plan, a municipality must publish in a newspaper of general circulation a progress report of the extension of services, and any changes proposed therein. The annexation ordinances of the areas described below have been effective for at least one year except for Annexation 2017-512 located along Manson Pike and Florence Road, which has been effective for almost one year. To date all services have been extended according to the plans of services adopted for each of the areas and no changes to such plans are proposed. The areas include the following:

- ◆ Annexation (2016-518) of approximately 36.9 acres along Asbury Road and Asbury Lane, effective date February 3, 2017;
- ◆ Annexation (2016-519) of approximately 9.1 acres along Rucker Lane, effective date February 3, 2017;
- ◆ Annexation (2016-517) of approximately 34.3 acres along Osborne Lane and Esquire Drive, effective date February 3, 2017;
- ◆ Annexation (2016-521) of approximately 0.7 acres of East Overall Creek Road Right-of-way, effective date March 2, 2017;

- ◆ Annexation (2016-520) of approximately 55.6 acres located along Lascassas Pike, effective date March 31, 2017;
- ◆ Annexation (2017-501) of approximately 406.3 acres along Burnt Knob Road, Blackman Road, and Veterans Parkway, effective date May 19, 2017;
- ◆ Annexation (2017-505) of approximately 12.24 acres along Halls Hill Pike, effective date July 28, 2017;
- ◆ Annexation (2017-504) of approximately 1.94 acres along Florence Road and Alexandria Drive, effective date July 28, 2017;
- ◆ Annexation (2017-507) of approximately 400 linear feet of Emery Road right-of-way, effective date July 20, 2017;
- ◆ Annexation (2016-502) of approximately 9.65 acres along Osborne Lane, effective date October 27, 2017;
- ◆ Annexation (2017-510) of approximately 9 acres along Cushing Avenue, effective date September 28, 2017;
- ◆ Annexation (2017-512) of approximately 18.2 acres along Manson Pike and Florence Road, effective date January 26, 2018;

### **Council Priorities Served**

#### *Safe and Livable Neighborhoods*

Monitoring the progress of services to annexed areas helps to ensure that city services such as police and fire protection are available to annexed areas.

#### *Excellent Services with a Focus on Customer Service*

Monitoring the progress of services to annexed areas helps to ensure that city services have been made available in a timely manner to Murfreesboro residents.

#### *Engaging Our Community*

Public hearings are the official source of public input from stakeholders regarding annexation petitions and annexation progress reports.

### **Fiscal Impacts**

None.

### **Attachments:**

1. Plan of Services Progress Reports for all the areas listed above.

# **PROGRESS REPORT ON PLANS OF SERVICES FOR ANNEXED AREAS**



**PRESENTED TO THE  
MURFREESBORO CITY COUNCIL  
ON JANUARY 17, 2019**

**AUSTIN COOPER, PLANNER**

**PLAN OF SERVICES PROGRESS REPORT  
FOR THE ANNEXED AREA  
ALONG ASBURY ROAD AND ASBURY LANE (2016-518)**

Consistent with Public Chapter 1101, this progress report is being prepared for the Plan of Services adopted by the Murfreesboro City Council and effective on February 3, 2017.

**POLICE PROTECTION**

The Murfreesboro Police Department has begun providing services to the area.

**FIRE PROTECTION**

Murfreesboro Fire and Rescue Department (MFRD) is providing fire protection.

**WATER SERVICE**

Consolidated Utility District of Rutherford County (CUDRC) has existing water mains along Asbury Road and Asbury Lane to serve the annexed area. CUDRC has approved plans for a developer to improve water mains throughout the annexed property known as the Kingsbury Subdivision Development.

**ELECTRIC SERVICE**

MTEMC has submitted an electric layout plan to the developer for Kingsbury. MTEMC has the capacity to feed all homes in this parcel as necessary.

**SANITARY SEWER SERVICE**

The subject properties are part of the proposed Kingsbury subdivision which have been approved by our department. No infrastructure has been installed to date.

**SOLID WASTE COLLECTION**

The Solid Waste Department started service at each property listed as homes or business were started. Collection includes garbage and brush.

**STREETS AND ACCESS**

We are providing the Streets and Access per the annexation plan of service for the study area.

**RECREATION**

All current and future residents of the annexed area are eligible to participate in city recreation programs consistent with the policies of the Murfreesboro Recreation Department.

### **STREET LIGHTING**

MTEMC has submitted an electric layout plan to the developer for Kingsbury. MTEMC has the capacity to provide lighting as necessary.

### **PLANNING, ENGINEERING AND ZONING SERVICES**

The property is within the city's jurisdiction for planning and engineering services. We are providing all department services as specified in the annexation plan of services.

### **BUILDING AND CODES**

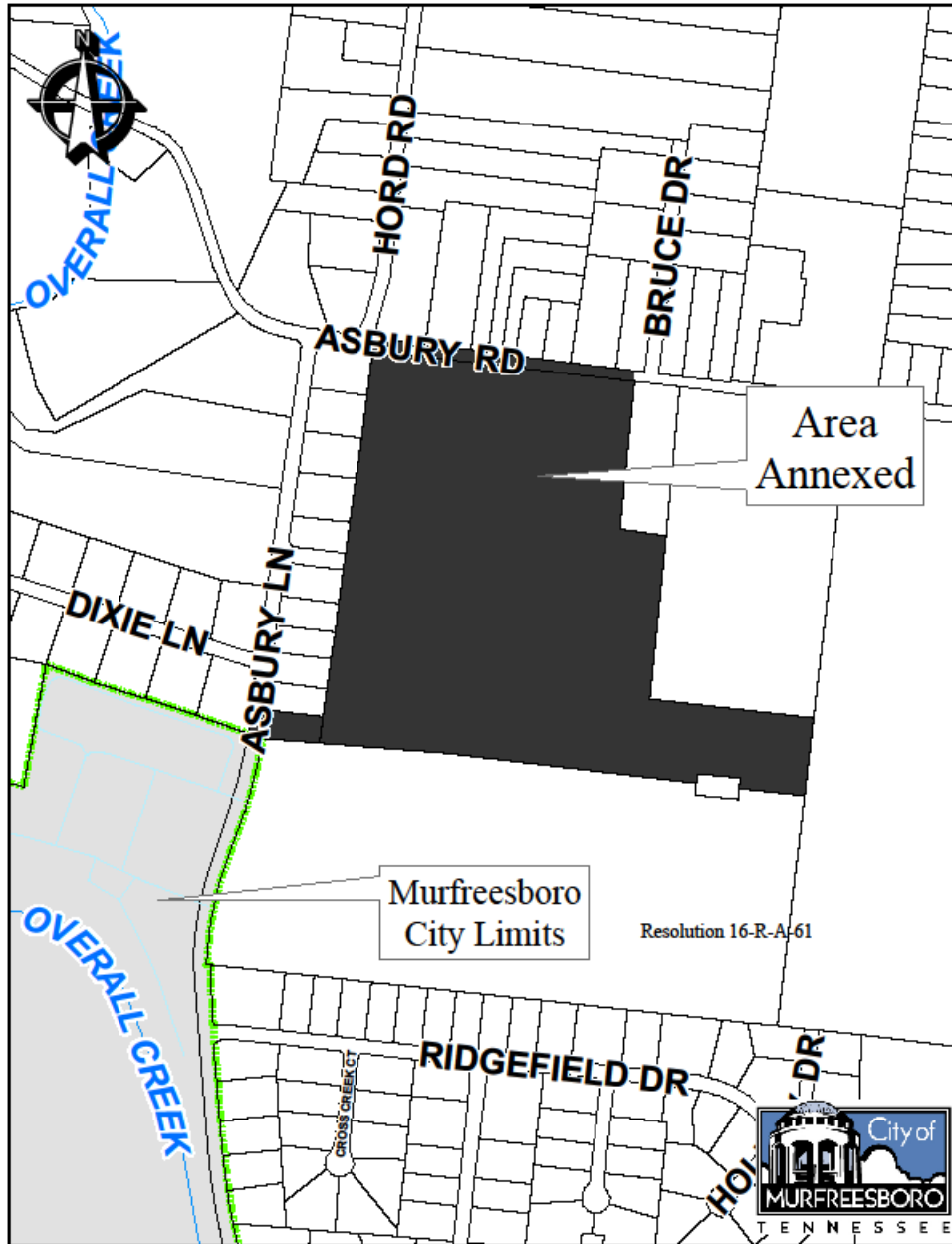
The property is within the city's jurisdiction for codes enforcement.

### **CITY SCHOOLS**

The City School System is providing the required educational services for all of the City's annexations.

### **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.



Annexation (2016-518) of approximately 36.9 acres along Asbury Road and Asbury Lane.

**PLAN OF SERVICES PROGRESS REPORT  
FOR THE ANNEXED AREA  
ALONG RUCKER LANE (2016-519)**

Consistent with Public Chapter 1101, this progress report is being prepared for the Plan of Services adopted by the Murfreesboro City Council and effective on February 17, 2017.

**POLICE PROTECTION**

The Murfreesboro Police Department has begun providing services to the area.

**FIRE PROTECTION**

Murfreesboro Fire and Rescue Department (MFRD) is providing fire protection.

**WATER SERVICE**

Consolidated Utility District of Rutherford County (CUDRC) has existing water mains along Rucker Lane to serve the annexed area. Any further development would be subject to the property owner/developer submitting a Water Service Availability Request to CUDRC for feasibility study and approval. There was a “will serve” letter issued on 7/3/2017 to a developer for the annexed property known as The Blossoms Development.

**ELECTRIC SERVICE**

MED has facilities along Rucker Ln.

**SANITARY SEWER SERVICE**

Per the Department’s current definition of “available”, public sanitary sewer is available to the annexed property. The existing sewer main is an eight (8) inch main and is located at the eastern right of way line of Rucker Lane in front of the property. The subject annexation area is within the Overall Creek Assessment District. To date the Department has not received any plans for review for the extension of this sewer. Sewer will only be extended at the time the property is developed or with the Rucker Lane Widening project.

**SOLID WASTE COLLECTION**

The Solid Waste Department started service at each property listed as homes or business were started. Collection includes garbage and brush.

**STREETS AND ACCESS**

We are providing the Streets and Access per the annexation plan of service for the study area.

**RECREATION**

All current and future residents of the annexed area are eligible to participate in city recreation programs consistent with the policies of the Murfreesboro Recreation Department.

### **STREET LIGHTING**

Streetlights will be installed with the future City of Murfreesboro roadway project.

### **PLANNING, ENGINEERING AND ZONING SERVICES**

The property is within the city's jurisdiction for planning and engineering services. We are providing all department services as specified in the annexation plan of services.

### **BUILDING AND CODES**

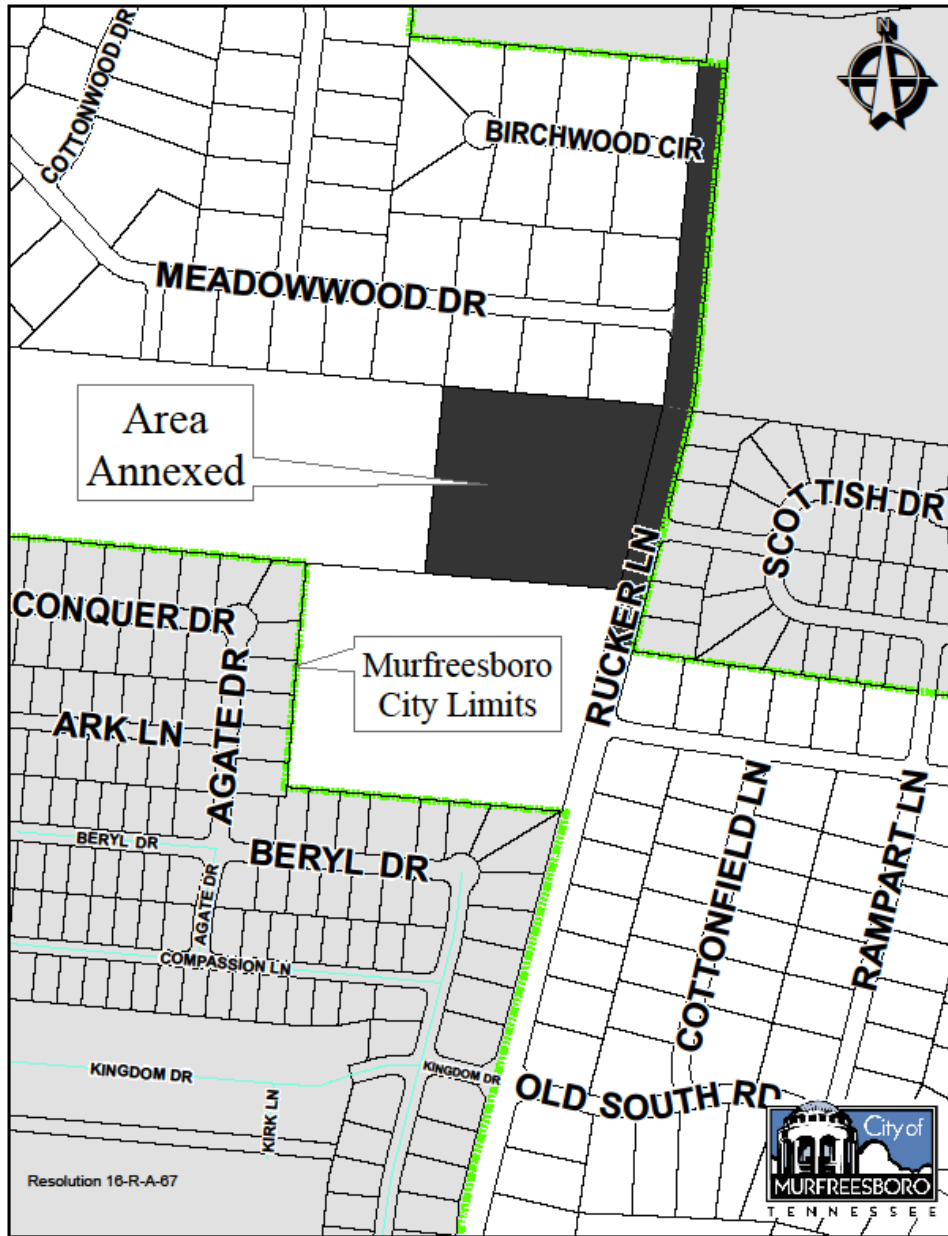
The property is within the city's jurisdiction for codes enforcement.

### **CITY SCHOOLS**

The City School System is providing the required educational services for all of the City's annexations.

### **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.



Annexation (2016-519) of approximately 9.1 acres along Rucker Lane.

**PLAN OF SERVICES PROGRESS REPORT  
FOR THE ANNEXED AREA  
ALONG OSBORNE LANE AND ESQUIRE DRIVE (2016-517)**

Consistent with Public Chapter 1101, this progress report is being prepared for the Plan of Services adopted by the Murfreesboro City Council and effective on February 3, 2017.

**POLICE PROTECTION**

The Murfreesboro Police Department has begun providing services to the area.

**FIRE PROTECTION**

Murfreesboro Fire and Rescue Department (MFRD) is providing fire protection.

**WATER SERVICE**

Only a portion of this parcel is within the service boundary of Consolidated Utility District of Rutherford County (CUDRC). CUDRC has existing water mains along Esquire Drive to serve a portion of the annexed area. Any further development would be subject to the property owner/developer submitting a Water Service Availability Request to CUDRC for feasibility study and approval. CUDRC has approved plans for a developer to improve water mains for a portion of the annexed property known as the Beckham Pointe Development.

Per the Murfreesboro Water Resources Department's current definition of "available", public water is available to the property requesting annexation. The property has access to an existing 8" water main located along the northern right of way of Osborne Lane.

**ELECTRIC SERVICE**

MED has facilities and streetlights along Osborne Ln. This project has been split into two parts. MED will serve the southern part with access from Osborne Ln. MTEMC will serve the northern part with access from Esquire Drive.

**SANITARY SEWER SERVICE**

This property is currently under review by MWRD as part of Osborne Estates subdivision, and off-site easement has been obtained on the adjacent property to the east in order to connect to sanitary sewer.

**SOLID WASTE COLLECTION**

The Solid Waste Department started service at each property listed as homes or business were started. Collection includes garbage and brush.

**STREETS AND ACCESS**

We are providing the Streets and Access per the annexation plan of service for the study area.

### **RECREATION**

All current and future residents of the annexed area are eligible to participate in city recreation programs consistent with the policies of the Murfreesboro Recreation Department.

### **STREET LIGHTING**

MED has streetlights along Osborne Ln. MTEMC will serve the northern part with access from Esquire Drive.

### **PLANNING, ENGINEERING AND ZONING SERVICES**

The property is within the city's jurisdiction for planning and engineering services. We are providing all department services as specified in the annexation plan of services.

### **BUILDING AND CODES**

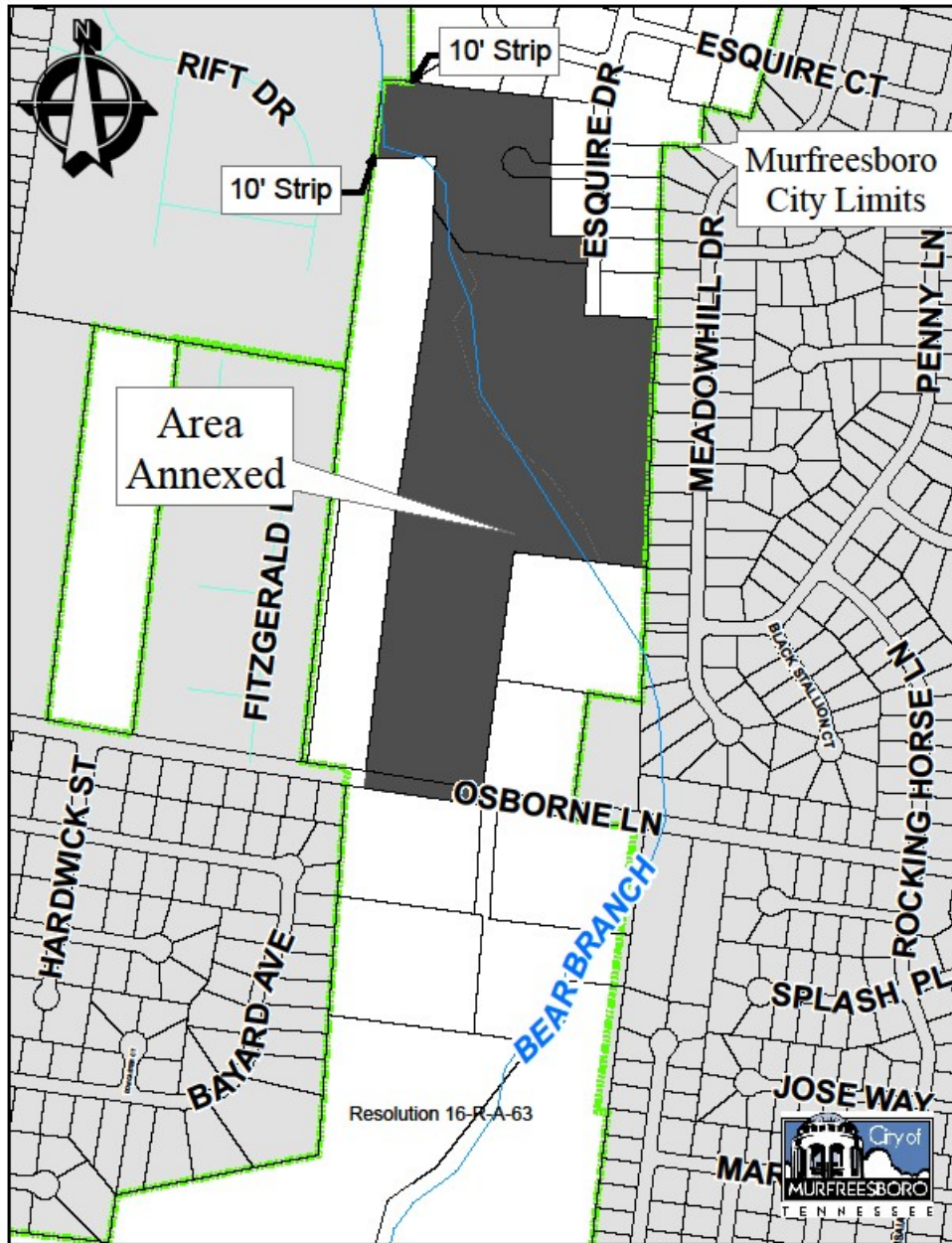
The property is within the city's jurisdiction for codes enforcement.

### **CITY SCHOOLS**

The City School System is providing the required educational services for all of the City's annexations.

### **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.



Annexation (2016-517) of approximately 34.3 acres along Osborne Lane and Esquire Drive.

**PLAN OF SERVICES PROGRESS REPORT  
FOR THE ANNEXED AREA  
OF EAST OVERALL CREEK ROAD RIGHT-OF-WAY (2016-521)**

Consistent with Public Chapter 1101, this progress report is being prepared for the Plan of Services adopted by the Murfreesboro City Council and effective on March 2, 2017.

**POLICE PROTECTION**

The Murfreesboro Police Department has begun providing services to the area.

**FIRE PROTECTION**

Murfreesboro Fire and Rescue Department (MFRD) is providing fire protection.

**WATER SERVICE**

Consolidated Utility District of Rutherford County (CUDRC) has existing water mains along Old Salem Road and a portion of East Overall Creek Road to serve the annexed area. Any further development would be subject to the property owner/developer submitting a Water Service Availability Request to CUDRC for feasibility study and approval.

**ELECTRIC SERVICE**

The annexation will not change anything MTEMC already does for the parcel. MTEMC can service future developments.

**SANITARY SEWER SERVICE**

No plan of services for this stretch of roadway. Surrounding properties will be served with sewer as property develops.

**SOLID WASTE COLLECTION**

The Solid Waste Department started service at each property listed as homes or business were started. Collection includes garbage and brush.

**STREETS AND ACCESS**

We are providing the Streets and Access per the annexation plan of service for the study area.

**RECREATION**

All current and future residents of the annexed area are eligible to participate in city recreation programs consistent with the policies of the Murfreesboro Recreation Department.

**STREET LIGHTING**

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MTEMC can provide street lighting at the request of the City of Murfreesboro.

### **PLANNING, ENGINEERING AND ZONING SERVICES**

The property is within the city's jurisdiction for planning and engineering services. We are providing all department services as specified in the annexation plan of services.

### **BUILDING AND CODES**

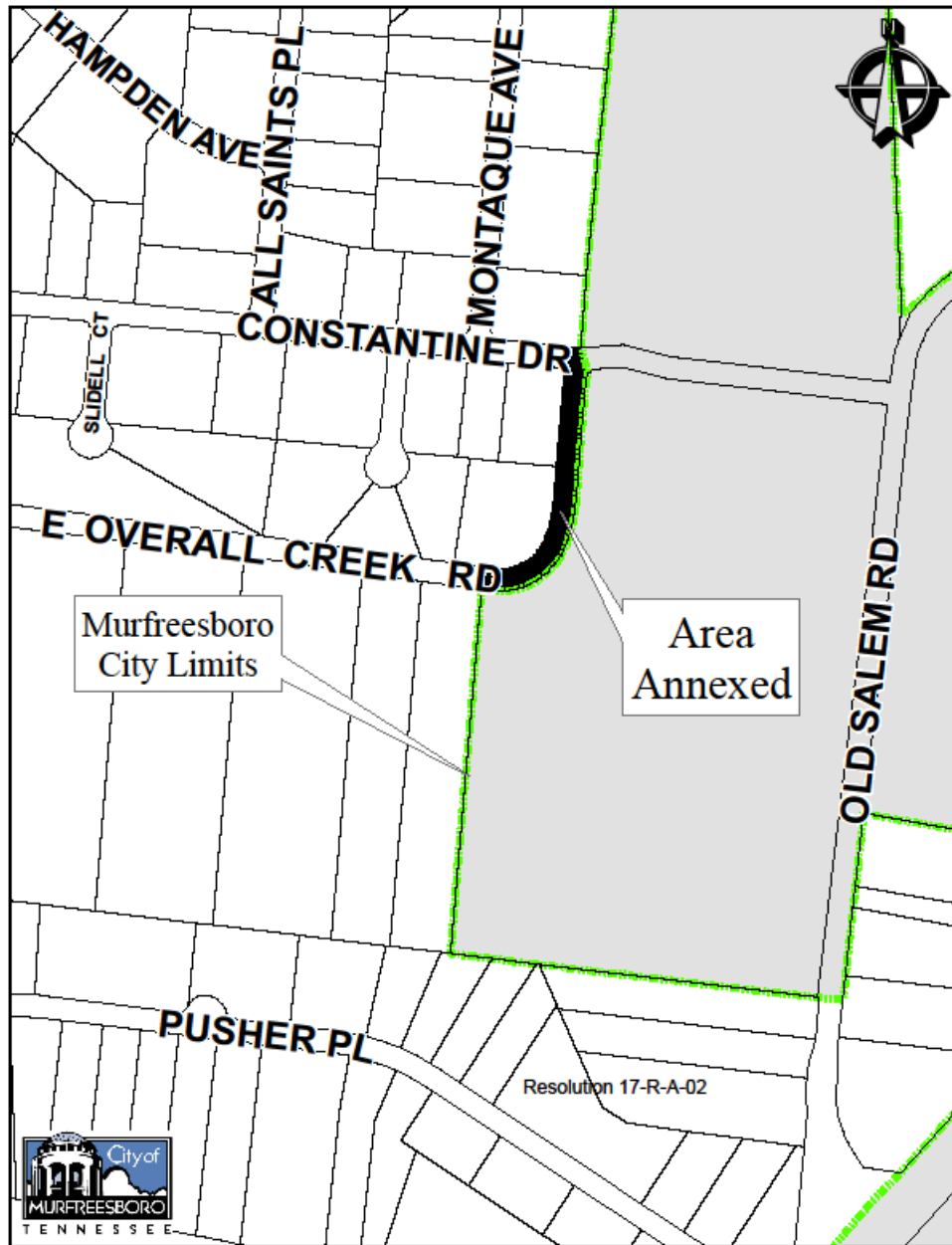
The property is within the city's jurisdiction for codes enforcement.

### **CITY SCHOOLS**

The City School System is providing the required educational services for all of the City's annexations.

### **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.



Annexation (2016-501) of approximately 0.7 acres of East Overall Creek Road Right-of-way.

**PLAN OF SERVICES PROGRESS REPORT  
FOR THE ANNEXED AREA  
ALONG LASCASSAS PIKE (2016-520)**

Consistent with Public Chapter 1101, this progress report is being prepared for the Plan of Services adopted by the Murfreesboro City Council and effective on March 31, 2017.

**POLICE PROTECTION**

The Murfreesboro Police Department has begun providing services to the area.

**FIRE PROTECTION**

Murfreesboro Fire and Rescue Department (MFRD) is providing fire protection.

**WATER SERVICE**

Only a portion of this property (east side of Bushman Creek) is within the service boundary of Consolidated Utility District of Rutherford County (CUDRC). CUDRC has existing water mains along Lascassas Pike to serve a portion of the annexed area. Any further development would be subject to the property owner/developer submitting a Water Service Availability Request to CUDRC for feasibility study and approval. There was a “will serve” letter issued 12/19/2016 to a developer for a portion of the annexed property known as Laurelstone Development.

The portion of property requesting annexation, west of Bushman Creek, is within the Department’s water service area. There is an existing eight (8) inch water main within Cushing Avenue to serve this development. The property to the east of Bushman Creek is within Consolidated Utility District’s water service area.

This property is the proposed location of Laurelstone subdivision, currently being reviewed by our department.

**ELECTRIC SERVICE**

MED will be installing facilities along Lascassas Pike to serve this development. This has been coordinated with the proposed development.

**SANITARY SEWER SERVICE**

Per the Department’s current definition of “available”, public sanitary sewer is available to the annexed properties. The nearest sewer main is a ten (10) inch main located to the northwest. There is an existing manhole along the eastern right of way of Cushing Avenue, to which an off-site sewer easement has been obtained for the purpose of developing these properties as Laurelstone subdivision. The proposed Laurelstone development is currently being reviewed by our department.

## **SOLID WASTE COLLECTION**

The Solid Waste Department started service at each property listed as homes or business were started. Collection includes garbage and brush.

## **STREETS AND ACCESS**

We are providing the Streets and Access per the annexation plan of service for the study area.

## **RECREATION**

All current and future residents of the annexed area are eligible to participate in city recreation programs consistent with the policies of the Murfreesboro Recreation Department.

## **STREET LIGHTING**

MED will be installing facilities along Lascassas Pike to serve this development. This has been coordinated with the proposed development.

## **PLANNING, ENGINEERING AND ZONING SERVICES**

The property is within the city's jurisdiction for planning and engineering services. We are providing all department services as specified in the annexation plan of services.

## **BUILDING AND CODES**

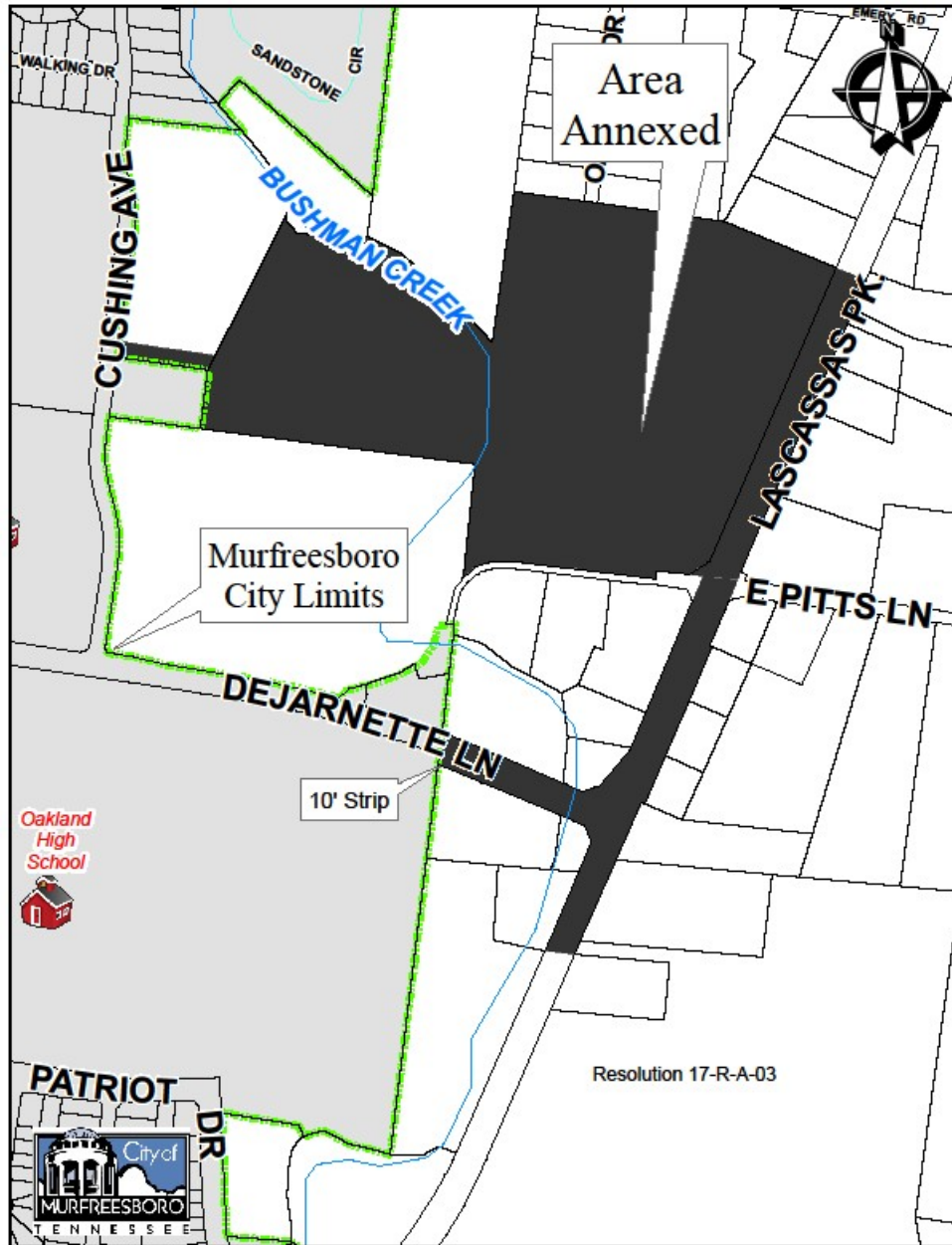
The property is within the city's jurisdiction for codes enforcement.

## **CITY SCHOOLS**

The City School System is providing the required educational services for all of the City's annexations.

## **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.



Annexation (2016-520) of approximately 55.6 acres located along Lascassas Pike.

**PLAN OF SERVICES PROGRESS REPORT  
FOR THE ANNEXED AREA  
ALONG BURNT KNOB ROAD,  
BLACKMAN ROAD,  
AND VETERANS PARKWAY (2017-501)**

Consistent with Public Chapter 1101, this progress report is being prepared for the Plan of Services adopted by the Murfreesboro City Council and effective on May 19, 2017.

**POLICE PROTECTION**

The Murfreesboro Police Department has begun providing services to the area.

**FIRE PROTECTION**

Murfreesboro Fire and Rescue Department (MFRD) is providing fire protection.

**WATER SERVICE**

Consolidated Utility District of Rutherford County (CUDRC) has existing water mains along a portion of Burnt Knob Road and Blackman Road to serve portions of the annexed area. Any further development would be subject to the property owner/developer submitting a Water Service Availability Request to CUDRC for feasibility study and approval.

**ELECTRIC SERVICE**

MTEMC will be serving the north side of I-24. We will hopefully be building a three-phase line down Veterans to I -24 to provide a loop feed for the new development.

**SANITARY SEWER SERVICE**

Per the Department's current definition of "available", public sanitary sewer is not available to the properties north of Lyle McDonald Court requesting annexation. Sanitary sewer is only available to the properties adjacent and west of the Berkshire subdivision. In order for the properties, north of SR840, to receive sewer service from MWSD, a pump station(s) and forcemain will be required as well as a bore underneath SR840 for the force main. The connection point for this forcemain will be to an existing manhole and fifteen (15) inch gravity sewer main along Blackman Road at the north property line of the Berkshire Subdivision. The properties south of SR 840 can be served by gravity from this same existing manhole and fifteen (15) inch sewer main.

All future sewer would connect to what was built as part of the Overall Creek Assessment District. Therefore, all developments that connect into this sewer system would pay \$1000 per single family unit or equivalent in addition to the current and standard connection fees.

**SOLID WASTE COLLECTION**

The Solid Waste Department started service at each property listed as homes or business were started. Collection includes garbage and brush.

## **STREETS AND ACCESS**

We are providing the Streets and Access per the annexation plan of service for the study area.

## **RECREATION**

All current and future residents of the annexed area are eligible to participate in city recreation programs consistent with the policies of the Murfreesboro Recreation Department.

## **STREET LIGHTING**

MED has facilities along Blackman Rd to serve all property south of I-840. MTEMC will serve all property north of I-840.

## **PLANNING, ENGINEERING AND ZONING SERVICES**

The property is within the city's jurisdiction for planning and engineering services. We are providing all department services as specified in the annexation plan of services.

## **BUILDING AND CODES**

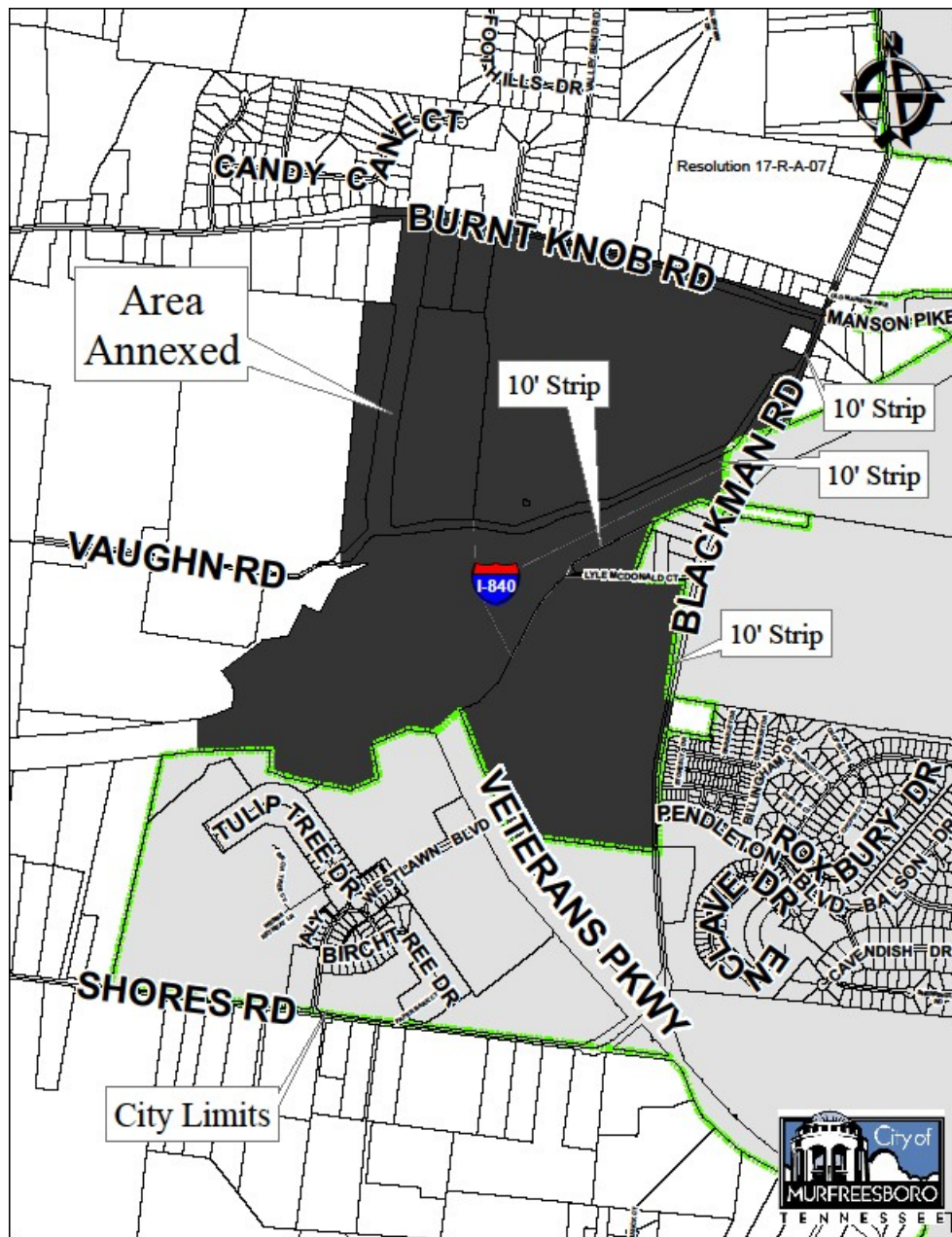
The property is within the city's jurisdiction for codes enforcement.

## **CITY SCHOOLS**

The City School System is providing the required educational services for all of the City's annexations.

## **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.



Annexation (2017-501) of approximately 406.3 acres along Burnt Knob Road, Blackman Road, and Veterans Parkway.

**PLAN OF SERVICES PROGRESS REPORT  
FOR THE ANNEXED AREA  
ALONG HALLS HILL PIKE (2017-505)**

Consistent with Public Chapter 1101, this progress report is being prepared for the Plan of Services adopted by the Murfreesboro City Council and effective on July 28, 2017.

**POLICE PROTECTION**

The Murfreesboro Police Department has begun providing services to the area.

**FIRE PROTECTION**

Murfreesboro Fire and Rescue Department (MFRD) is providing fire protection.

**WATER SERVICE**

Consolidated Utility District of Rutherford County (CUDRC) has existing water mains along Halls Hill Pike to serve the annexed area. CUDRC has approved plans for a developer to improve water mains throughout the annexed property known as the Heritage Place Townhomes Development.

**ELECTRIC SERVICE**

MED has facilities along Halls Hill Pike.

**SANITARY SEWER SERVICE**

Sanitary sewer has recently been installed as part of the Heritage Place subdivision.

**SOLID WASTE COLLECTION**

The Solid Waste Department started service at each property listed as homes or business were started. Collection includes garbage and brush.

**STREETS AND ACCESS**

We are providing the Streets and Access per the annexation plan of service for the study area.

**RECREATION**

All current and future residents of the annexed area are eligible to participate in city recreation programs consistent with the policies of the Murfreesboro Recreation Department.

**STREET LIGHTING**

MED has streetlights along Halls Hill Pike.

### **PLANNING, ENGINEERING AND ZONING SERVICES**

The property is within the city's jurisdiction for planning and engineering services. We are providing all department services as specified in the annexation plan of services.

### **BUILDING AND CODES**

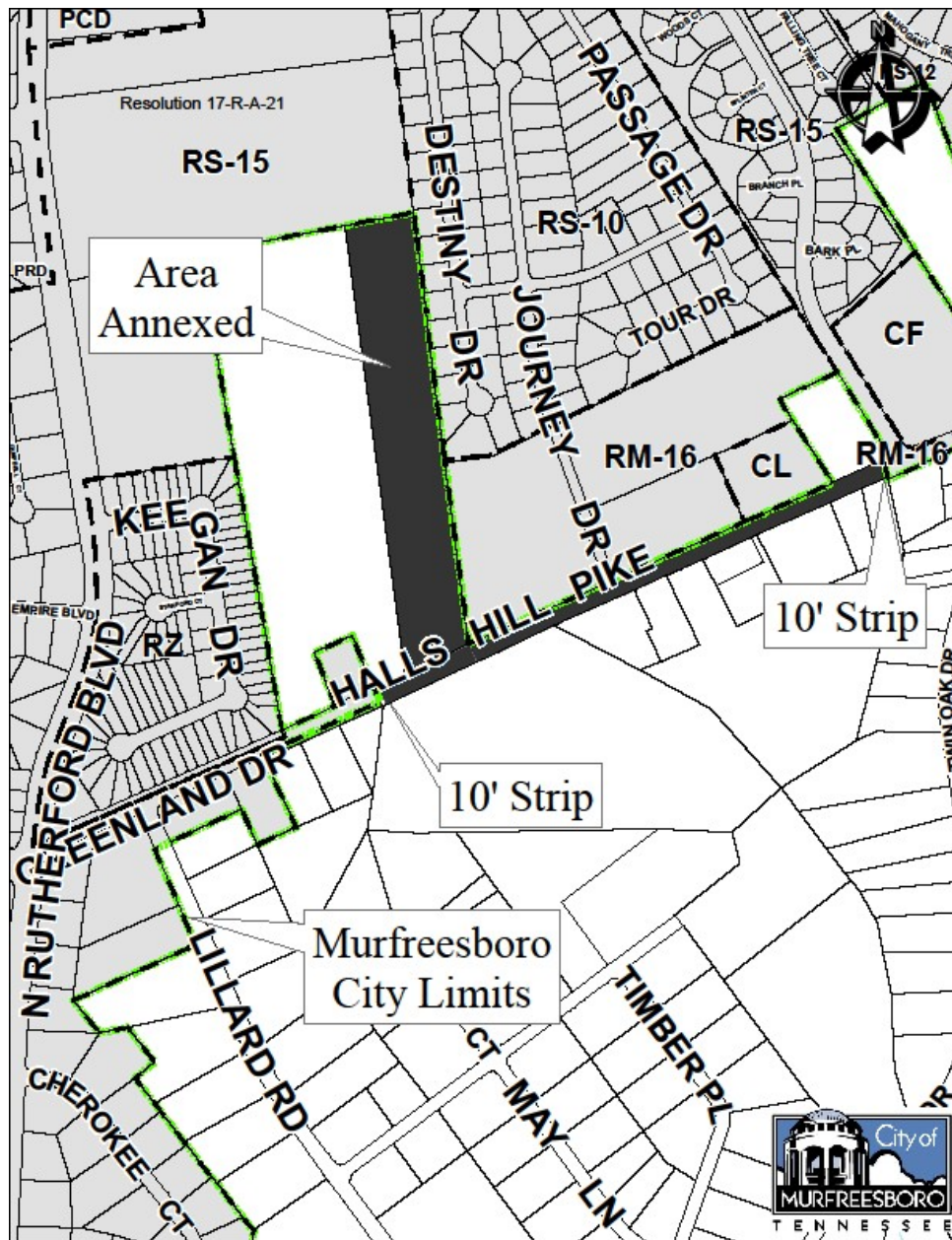
The property is within the city's jurisdiction for codes enforcement.

### **CITY SCHOOLS**

The City School System is providing the required educational services for all of the City's annexations.

### **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.



Annexation (2017-505) of approximately 12.24 acres along Halls Hill Pike.

**PLAN OF SERVICES PROGRESS REPORT  
FOR THE ANNEXED AREA  
ALONG FLORENCE ROAD AND ALEXANDRIA DRIVE (2017-504)**

Consistent with Public Chapter 1101, this progress report is being prepared for the Plan of Services adopted by the Murfreesboro City Council and effective on July 28, 2017.

**POLICE PROTECTION**

The Murfreesboro Police Department has begun providing services to the area.

**FIRE PROTECTION**

Murfreesboro Fire and Rescue Department (MFRD) is providing fire protection.

**WATER SERVICE**

Consolidated Utility District of Rutherford County (CUDRC) has existing water mains along Florence Road and Alexandria Drive to serve the annexed area. CUDRC has approved plans to serve this commercial property also known as the Dollar General at Florence Road Development.

**ELECTRIC SERVICE**

MTEMC has been completed work for this project.

**SANITARY SEWER SERVICE**

Property has been served with sewer.

**SOLID WASTE COLLECTION**

The Solid Waste Department started service at each property listed as homes or business were started. Collection includes garbage and brush.

**STREETS AND ACCESS**

We are providing the Streets and Access per the annexation plan of service for the study area.

**RECREATION**

All current and future residents of the annexed area are eligible to participate in city recreation programs consistent with the policies of the Murfreesboro Recreation Department.

**STREET LIGHTING**

MTEMC can provide street lighting at the request of the City of Murfreesboro.

### **PLANNING, ENGINEERING AND ZONING SERVICES**

The property is within the city's jurisdiction for planning and engineering services. We are providing all department services as specified in the annexation plan of services.

### **BUILDING AND CODES**

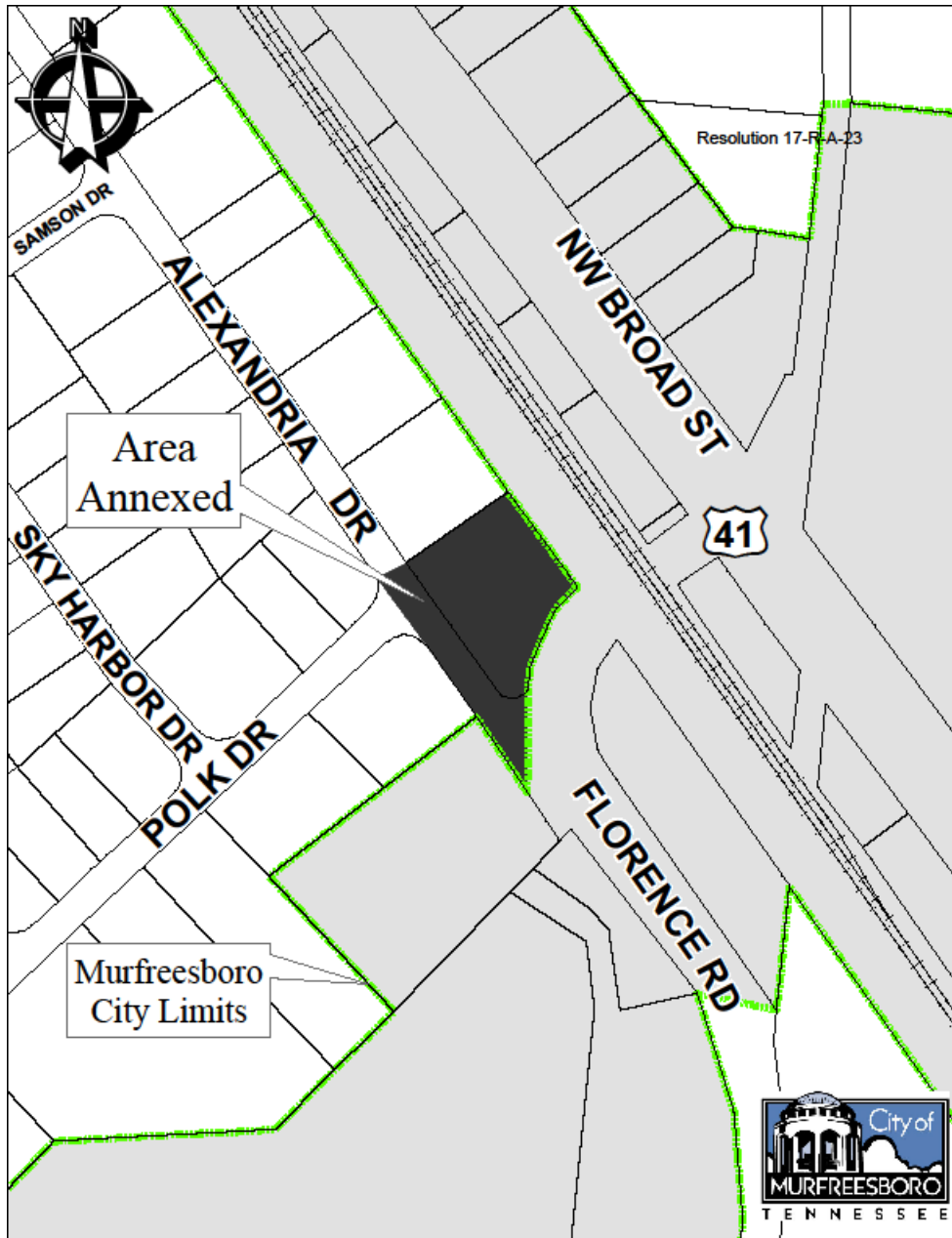
The property is within the city's jurisdiction for codes enforcement.

### **CITY SCHOOLS**

The City School System is providing the required educational services for all of the City's annexations.

### **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.



Annexation (2017-504) of approximately 1.94 acres along Florence Road and Alexandria Drive.

**PLAN OF SERVICES PROGRESS REPORT  
FOR THE ANNEXED AREA  
OF EMERY ROAD RIGHT-OF-WAY (2017-507)**

Consistent with Public Chapter 1101, this progress report is being prepared for the Plan of Services adopted by the Murfreesboro City Council and effective on July 20, 2017.

**POLICE PROTECTION**

The Murfreesboro Police Department has begun providing services to the area.

**FIRE PROTECTION**

Murfreesboro Fire and Rescue Department (MFRD) is providing fire protection.

**WATER SERVICE**

Consolidated Utility District of Rutherford County(CUDRC) has existing water mains along Emery Road to serve the annexed area. Any further development would be subject to the property owner/developer submitting a Water Service Availability Request to CUDRC for feasibility study and approval.

**ELECTRIC SERVICE**

MED has facilities along Emery Rd.

**SANITARY SEWER SERVICE**

No plan of services for this stretch of roadway. Surrounding properties will be served with sewer as property develops.

**SOLID WASTE COLLECTION**

The Solid Waste Department started service at each property listed as homes or business were started. Collection includes garbage and brush.

**STREETS AND ACCESS**

We are providing the Streets and Access per the annexation plan of service for the study area.

**RECREATION**

All current and future residents of the annexed area are eligible to participate in city recreation programs consistent with the policies of the Murfreesboro Recreation Department.

## **STREET LIGHTING**

MED has facilities along Emery Rd.

## **PLANNING, ENGINEERING AND ZONING SERVICES**

The property is within the city's jurisdiction for planning and engineering services. We are providing all department services as specified in the annexation plan of services.

## **BUILDING AND CODES**

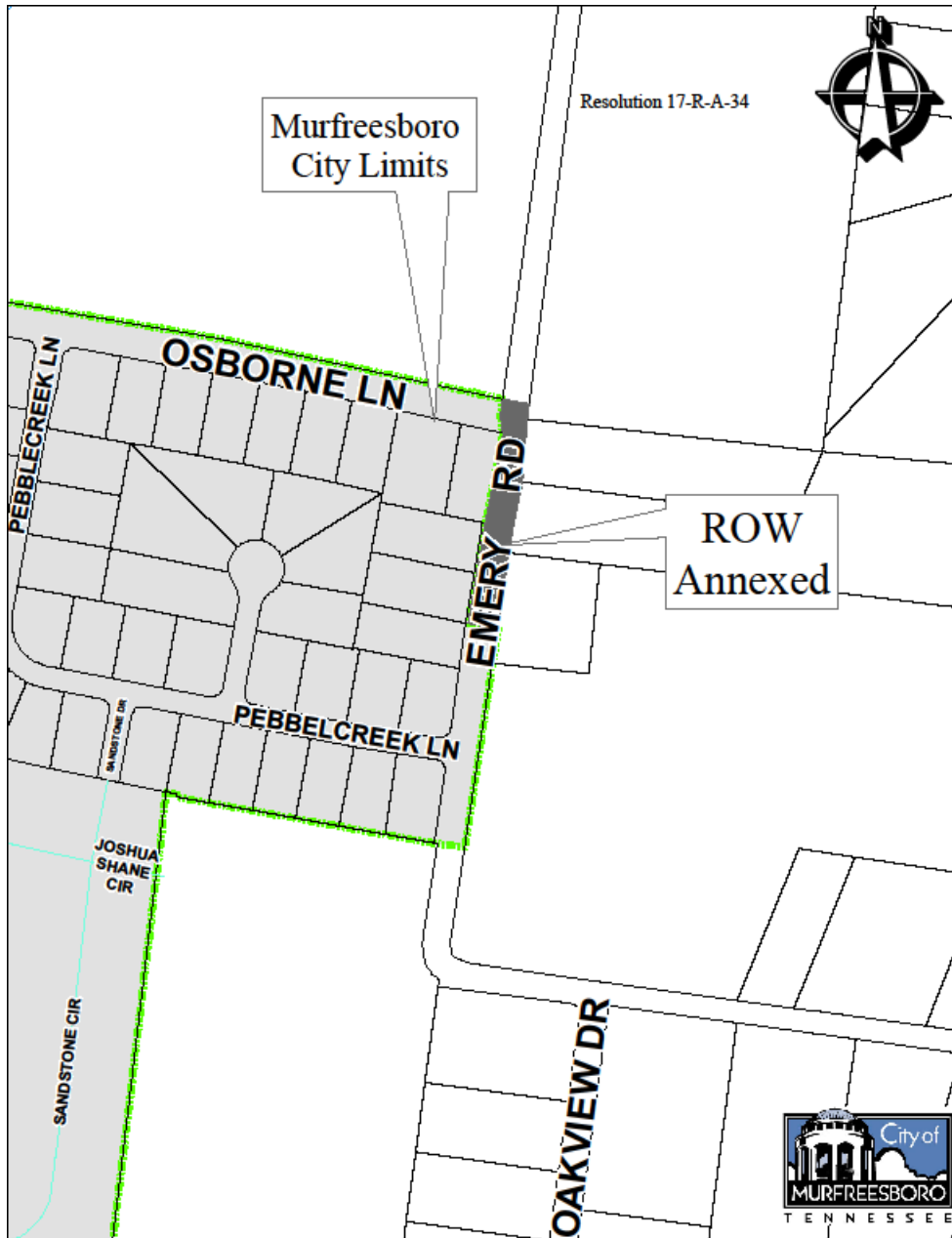
The property is within the city's jurisdiction for codes enforcement.

## **CITY SCHOOLS**

The City School System is providing the required educational services for all of the City's annexations.

## **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.



Annexation (2017-507) of approximately 400 linear feet of Emery Road Right-of-way.

**PLAN OF SERVICES PROGRESS REPORT  
FOR THE ANNEXED AREA  
ALONG OSBORNE LANE (2016-502)**

Consistent with Public Chapter 1101, this progress report is being prepared for the Plan of Services adopted by the Murfreesboro City Council and effective on October 27, 2017.

**POLICE PROTECTION**

The Murfreesboro Police Department has begun providing services to the area.

**FIRE PROTECTION**

Murfreesboro Fire and Rescue Department (MFRD) is providing fire protection.

**WATER SERVICE**

Per the Department's current definition of "available", public water is available to the annexed properties. The property along Osborne Lane (Parcel 50) has access to an existing eight (8) inch water main and is within the Department's water service area. However, the northern property (Parcel 7) west of Mary Beth Court is within Consolidated Utility District's water service area. Consolidated Utility District must be contacted for water service to Parcel 7 and to determine if the fire protection requirements of the City can be met.

**ELECTRIC SERVICE**

MED is serving the portion from Osborne Ln. MTEMC is serving the portion from Esquire Drive. Since the roads are not connected, there will be two different power providers based on where our facilities are located.

**SANITARY SEWER SERVICE**

Per the Department's current definition of "available", public sanitary sewer is available to the annexed properties. Sewer service can be provided from an existing 24" sewer main flowing southeast to northwest through the property.

These properties are currently being reviewed in our office as Beckham Pointe Subdivision and Buford's Creek Subdivision.

**SOLID WASTE COLLECTION**

The Solid Waste Department started service at each property listed as homes or business were started. Collection includes garbage and brush.

## **STREETS AND ACCESS**

We are providing the Streets and Access per the annexation plan of service for the study area.

## **RECREATION**

All current and future residents of the annexed area are eligible to participate in city recreation programs consistent with the policies of the Murfreesboro Recreation Department.

## **STREET LIGHTING**

MED will install streetlights on the southern end from Osborne Lane, MTEMC will install streetlights along Esquire Drive.

## **PLANNING, ENGINEERING AND ZONING SERVICES**

The property is within the city's jurisdiction for planning and engineering services. We are providing all department services as specified in the annexation plan of services.

## **BUILDING AND CODES**

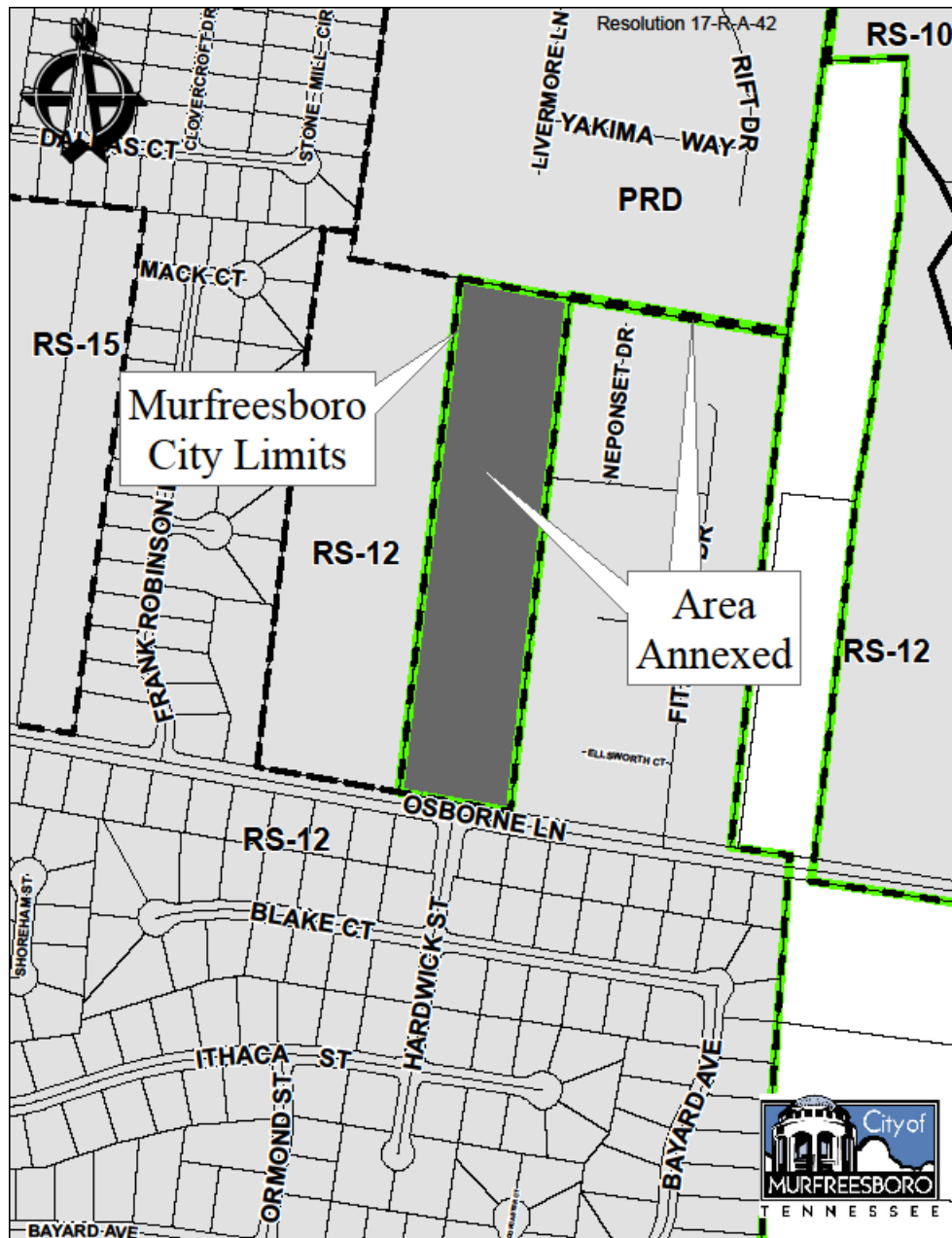
The property is within the city's jurisdiction for codes enforcement.

## **CITY SCHOOLS**

The City School System is providing the required educational services for all of the City's annexations.

## **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.



Annexation (2016-502) of approximately 9.65 acres along Osborne Lane.

**PLAN OF SERVICES PROGRESS REPORT  
FOR THE ANNEXED AREA  
ALONG CUSHING AVENUE (2017-510)**

Consistent with Public Chapter 1101, this progress report is being prepared for the Plan of Services adopted by the Murfreesboro City Council and effective on September 28, 2017.

**POLICE PROTECTION**

The Murfreesboro Police Department has begun providing services to the area.

**FIRE PROTECTION**

Murfreesboro Fire and Rescue Department (MFRD) is providing fire protection.

**WATER SERVICE**

The property has access to an existing 8" water main within Cushing Avenue.

**ELECTRIC SERVICE**

MED has facilities along Cushing Ln.

**SANITARY SEWER SERVICE**

Public sanitary sewer is available to the annexed property. Sewer service will be provided from an existing 8" sewer stub in the east ROW of Cushing Avenue. In addition, part of this property includes an off-site sewer easement for Laurelstone Subdivision being developed on the adjoining property to the east. Laurelstone is currently in the review process.

**SOLID WASTE COLLECTION**

The Solid Waste Department started service at each property listed as homes or business were started. Collection includes garbage and brush.

**STREETS AND ACCESS**

We are providing the Streets and Access per the annexation plan of service for the study area.

**RECREATION**

All current and future residents of the annexed area are eligible to participate in city recreation programs consistent with the policies of the Murfreesboro Recreation Department.

### **STREET LIGHTING**

MED has streetlights along Cushing Avenue.

### **PLANNING, ENGINEERING AND ZONING SERVICES**

The property is within the city's jurisdiction for planning and engineering services. We are providing all department services as specified in the annexation plan of services.

### **BUILDING AND CODES**

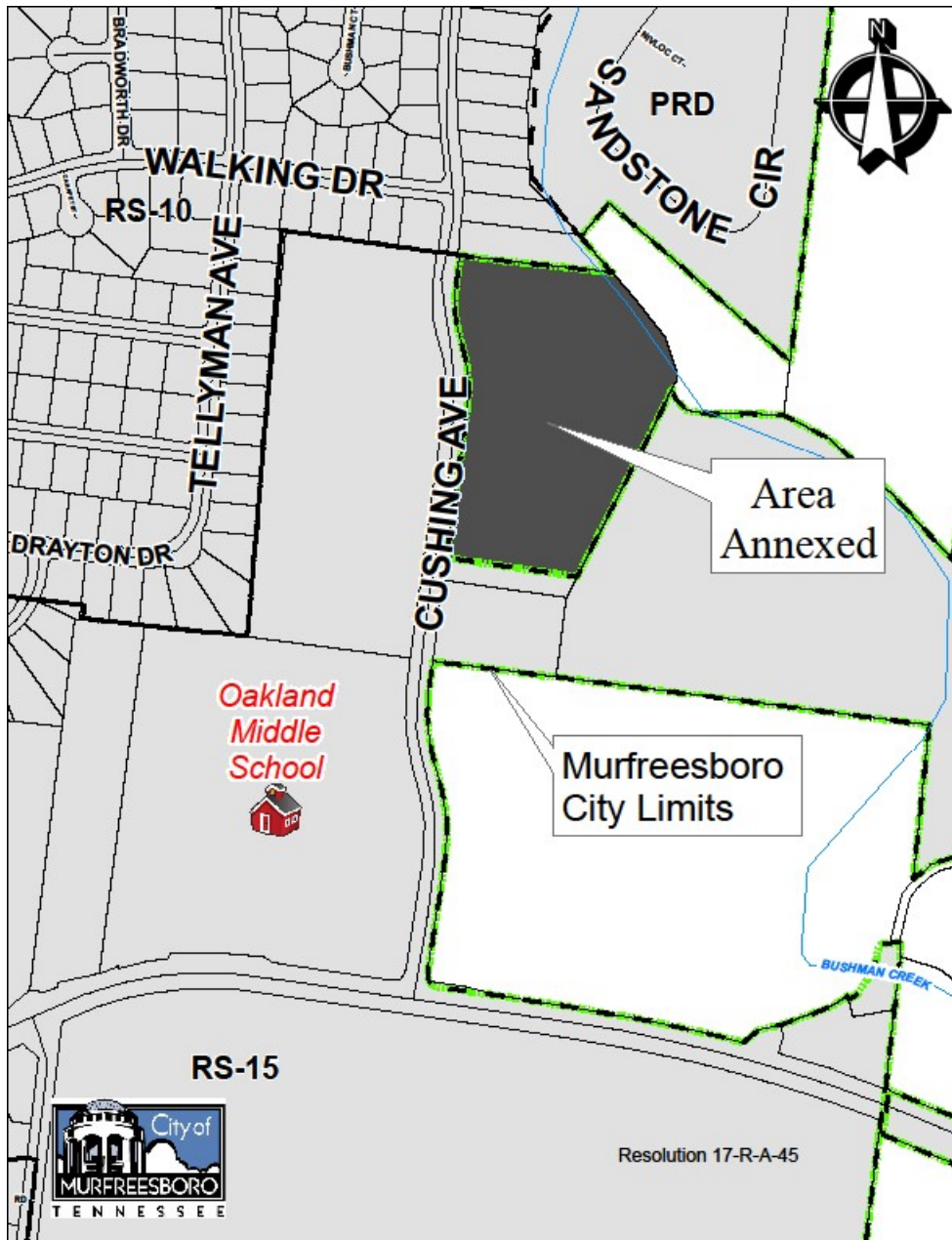
The property is within the city's jurisdiction for codes enforcement.

### **CITY SCHOOLS**

The City School System is providing the required educational services for all of the City's annexations.

### **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.



Annexation (2017-510) of approximately 9 acres along Cushing Avenue.

**PLAN OF SERVICES PROGRESS REPORT  
FOR THE ANNEXED AREA  
ALONG MANSON PIKE AND FLORENCE ROAD (2017-512)**

Consistent with Public Chapter 1101, this progress report is being prepared for the Plan of Services adopted by the Murfreesboro City Council and effective on January 26, 2018.

**POLICE PROTECTION**

The Murfreesboro Police Department has begun providing services to the area.

**FIRE PROTECTION**

Murfreesboro Fire and Rescue Department (MFRD) is providing fire protection.

**WATER SERVICE**

Consolidated Utility District of Rutherford County (CUDRC) has existing water mains along Manson Pike and Florence Road to serve the annexed area. Any further development would be subject to the property owner/developer submitting a Water Service Availability Request to CUDRC for feasibility study and approval.

**ELECTRIC SERVICE**

MED has facilities along Florence Rd and Manson Pike to serve the development.

**SANITARY SEWER SERVICE**

This property is currently being reviewed in our office as Blackman Village subdivision. Sewer service will be provided by the Developer as the property develops once the plans are approved by our office.

**SOLID WASTE COLLECTION**

The Solid Waste Department started service at each property listed as homes or business were started. Collection includes garbage and brush.

**STREETS AND ACCESS**

We are providing the Streets and Access per the annexation plan of service for the study area.

**RECREATION**

All current and future residents of the annexed area are eligible to participate in city recreation programs consistent with the policies of the Murfreesboro Recreation Department.

### **STREET LIGHTING**

MED has facilities along Florence Rd and Manson Pike to serve the development.

### **PLANNING, ENGINEERING AND ZONING SERVICES**

The property is within the city's jurisdiction for planning and engineering services. We are providing all department services as specified in the annexation plan of services.

### **BUILDING AND CODES**

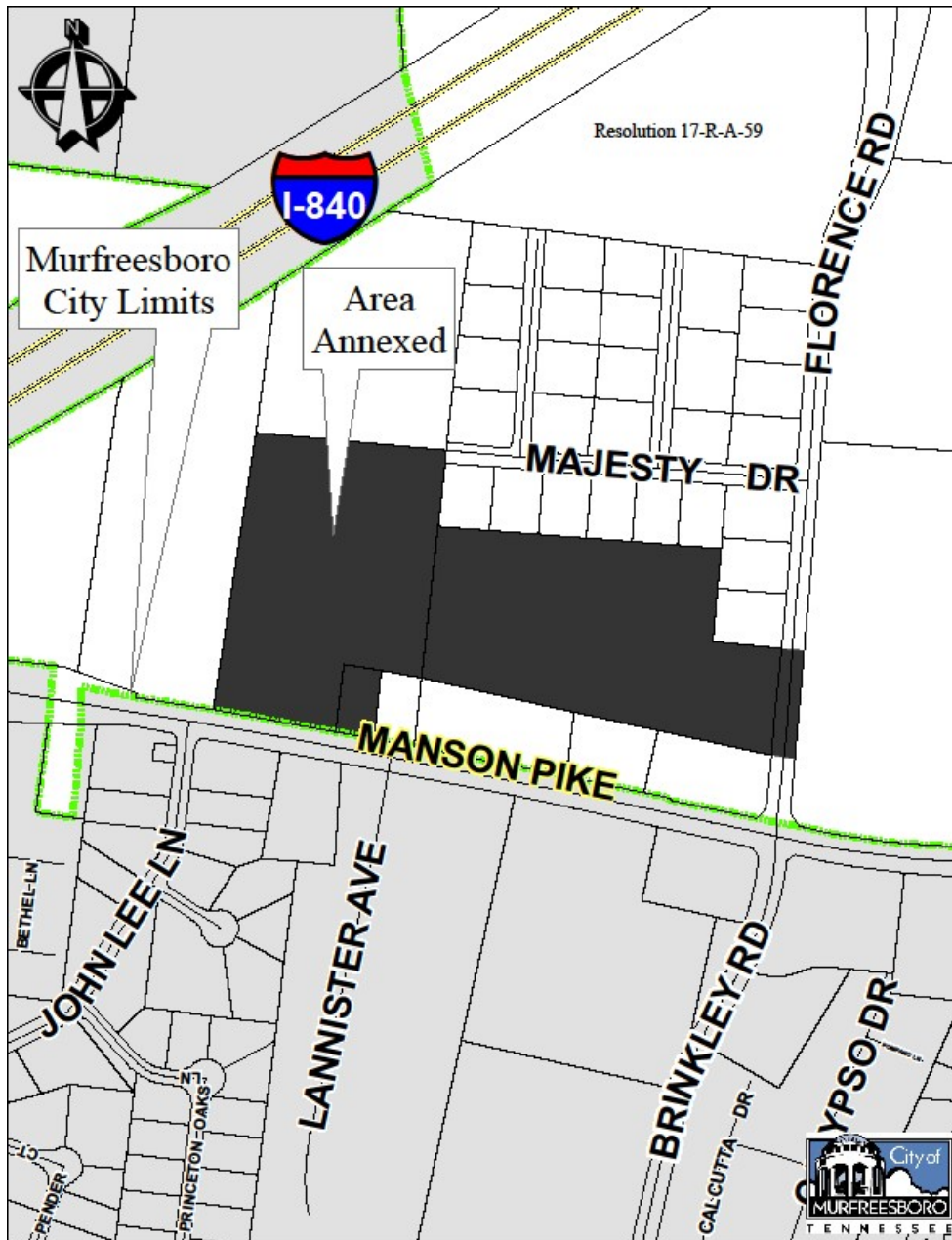
The property is within the city's jurisdiction for codes enforcement.

### **CITY SCHOOLS**

The City School System is providing the required educational services for all of the City's annexations.

### **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.



Annexation (2017-512) of approximately 18.2 acres along Manson Pike and Florence Road.

# COUNCIL COMMUNICATION

Meeting Date: 1/17/19

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**Item Title:** Planning Commission Recommendations  
**Department:** Planning  
**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director  
**Requested Council Action:**

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

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## Summary

Scheduling matters previously heard by the Planning Commission for public hearings before Council.

## Staff Recommendation

Schedule public hearings for the three items below on February 28, 2019. Staff believes that all matters can be heard at one Council meeting.

## Background Information

During its regular meeting on January 9, 2019, the Planning Commission conducted public hearings on the matters listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

- a. Annexation plan of services and annexation petition [2018-512] for approximately 1.8 acres located along Joe B Jackson Parkway and Annell Drive, Ginger McCreery applicant.
- b. Annexation plan of services and annexation petition [2018-513] for approximately 21.16 acres located along Veterans Parkway, Fred Snell, Jr. applicant.
- c. Zoning application [2018-440] for approximately 19.94 acres to be zoned PUD simultaneous with annexation (The Cottages at Snell Cove PUD) located along Veterans Parkway, Greenland Partners, LLC developer.

## Council Priorities Served

### *Engaging Our Community*

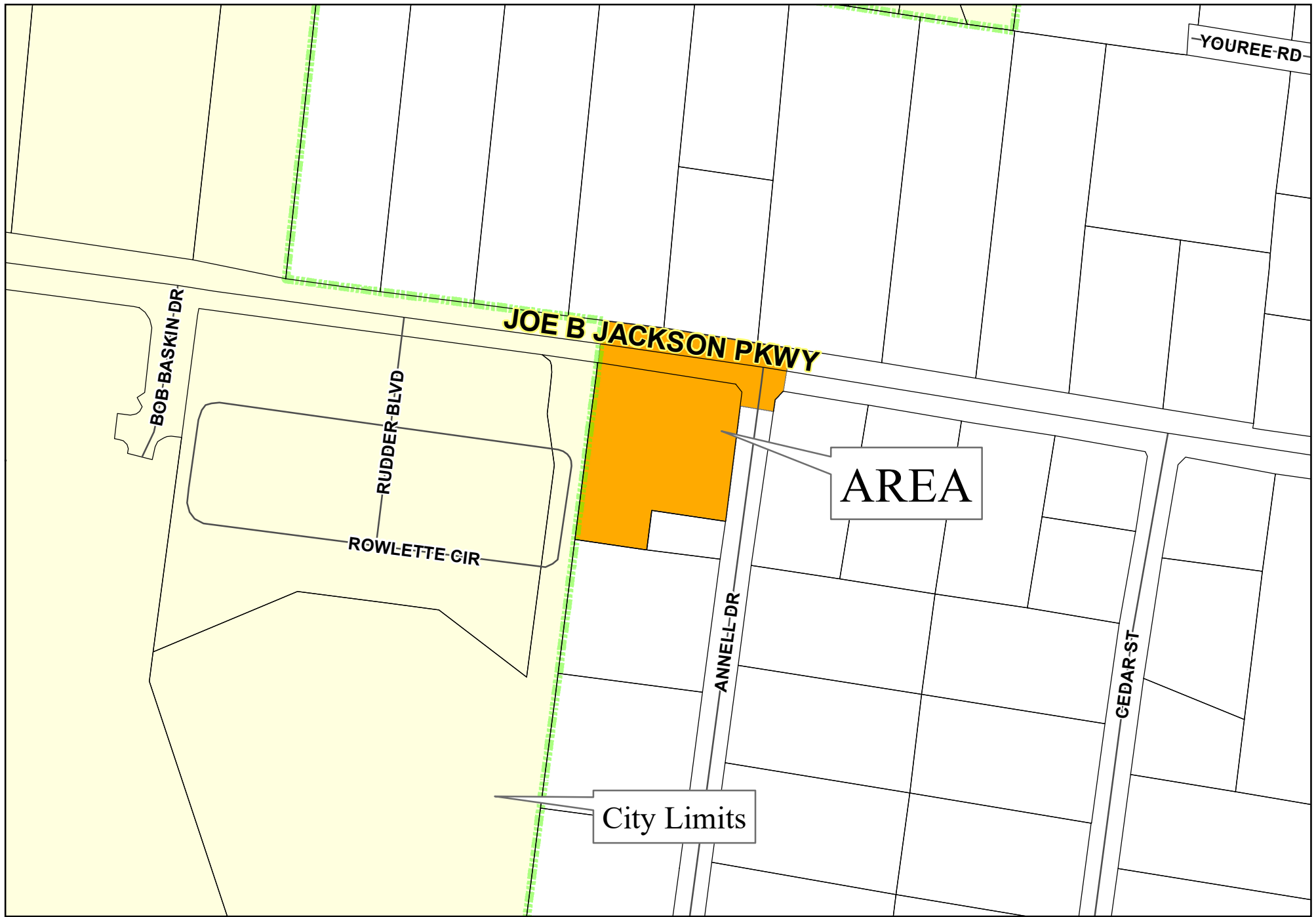
Public hearings are the official source of public input from stakeholders for annexation petitions and zoning applications.

**Fiscal Impacts**

The only fiscal impact is the cost of advertising in the newspaper (exact cost unknown at this time).

**Attachments:**

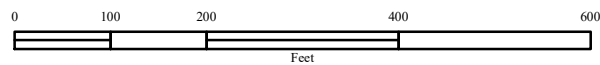
1. Map for annexation petition for approximately 1.8 acres located along Joe B Jackson Parkway and Annell Drive
2. Map for annexation petition for approximately 21.16 acres located along Veterans Parkway
3. Map for zoning application for approximately 19.94 acres located along Veterans Parkway



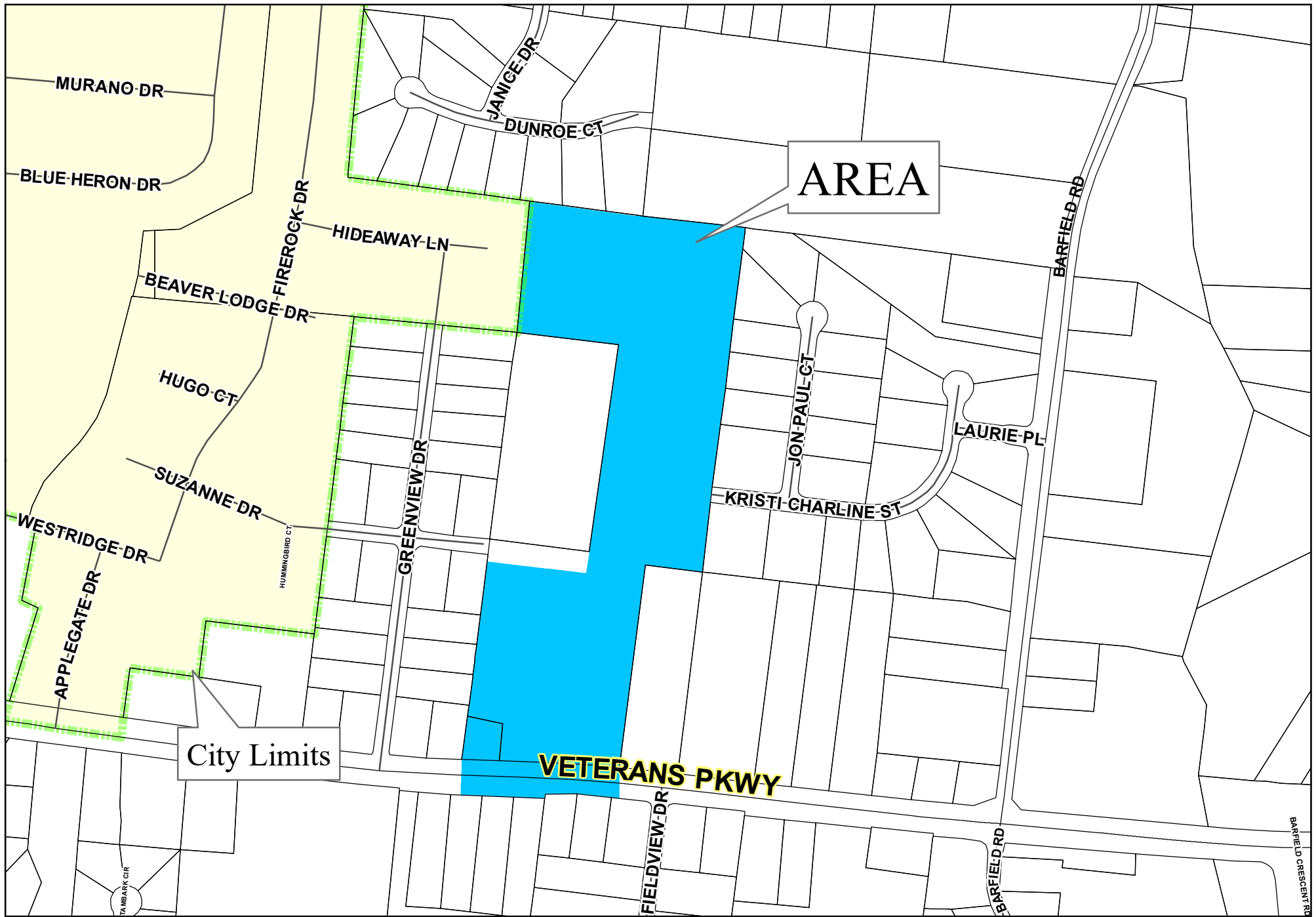
## Annexation Request for Property Along Joe B Jackson Parkway and Annell Drive



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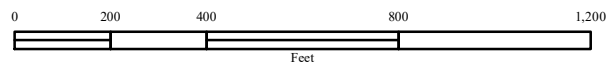
GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



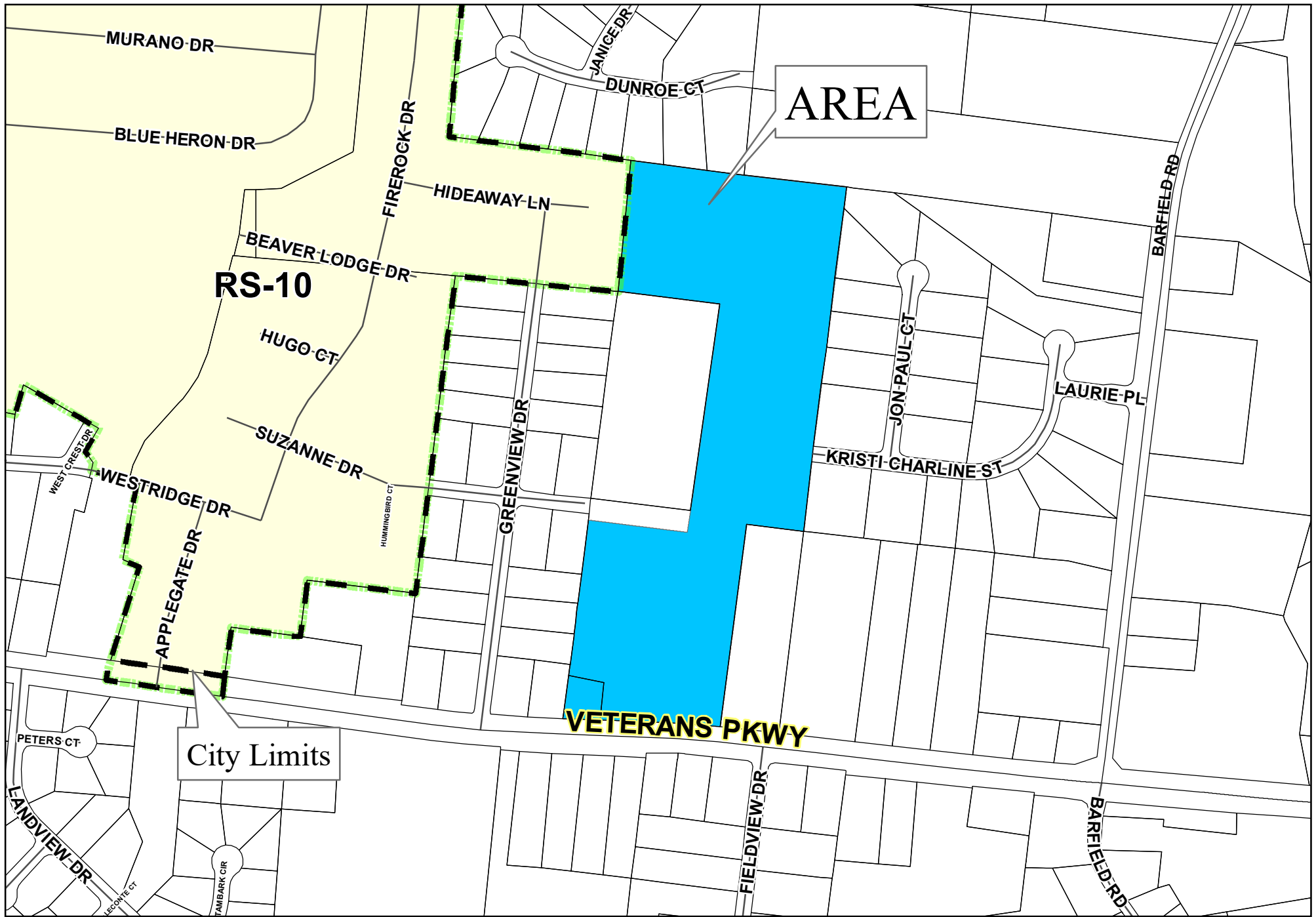
## Annexation Request for Property Along Veterans Parkway



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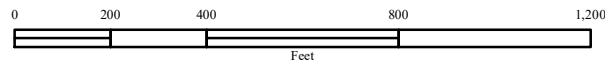
GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



# **Zoning Request for Property Along Veterans Parkway PUD Simultaneous with Annexation (The Cottages at Snell Cove PUD)**



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GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# COUNCIL COMMUNICATION

Meeting Date: 01/17/2019

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**Item Title:** Purchase of a new 2019 Ford F-250 Regular Cab 4x2 Truck

**Department:** Facilities Management

**Presented by:** Bo Jones, Facilities Superintendent

**Requested Council Action:**

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

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## Summary

Purchase of a 2019 Ford F-250 Regular Cab 4x2 Truck under the State of Tennessee, Department of General Services Central Procurement Office with Ford of Murfreesboro.

## Staff Recommendation

Approve the cooperative purchase of a 2019 Ford F-250 Regular Cab 4x2 Truck from Ford of Murfreesboro through the State of Tennessee, Department of General Services Central Procurement Office.

## Background Information

The purchase of a 2019 Ford F-250 Regular Cab 4x2 Truck will replace an 18-year-old truck that the repair costs have exceeded the value of the equipment. The current vehicle has high mileage and is no longer dependable. A new, replacement truck is available for purchase through the Department of General Services Central Procurement Office contract with Ford of Murfreesboro for \$34,349.00. State statute and Council Resolution 13-R-11 authorizes cooperative purchases without competitive bidding from Department of General Services Central Procurement Office.

## Fiscal Impacts

Funding for this purchase is available through the FY18 CIP funds. 2019 Ford F-250 Regular Cab 4x2 Truck was budgeted in the amount of \$40,000.00. The contract price for this purchase is under the budgeted amount by \$5,651.00.

## Attachments:

1. Price Quote from Ford of Murfreesboro.
2. State of Tennessee, Department of General Services Central Procurement Office, Contract No. 56446.
3. Vehicle Replacement Request.

## Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

## SALES QUOTATION

Statewide Contract 209/56446

TO:  
City of Murfreesboro  
Attn: Bo Jones

DATE | 1/14/2019  
F.O.B.  
TERMS | 30 Days ARO  
DELIVERY | TBD  
NUMBER | MUR004

*We are pleased to quote you the following:*

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
F2A	1	2019 Ford F-250 Regular Cab 4x2	\$23,599.00	\$23,599.00
OPTIONS	1	Additional Factory Options		
UPFIT	1	Aftermarket Upfit Equipment	\$10,750.00	\$10,750.00
		Knapheide Model 696-2, Keyless Remote Locks, Rear Step Bumper, Maxima Liftgate, Over the Cab Ladder Rack		
		Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.		
Total Price			\$34,349.00	\$34,349.00

*We will be happy to supply any further information you may need and trust that you  
call on us to fill your order, which will receive our prompt and careful attention.*



QUOTE SIGNED

January 14, 2019

DATE



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE

**Statewide Multi-Year Contract Issued to:**

TT of F Murfreesboro Inc  
1550 NW Broad St

Murfreesboro, TN 37129

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Vendor ID: 0000141024

**Contract Number: 0000000000000000000056446**

Title: SWC# 209 - Vehicles

Start Date : October 05, 2017 End Date: September 30, 2019

Is this contract available to local government agencies in addition to State agencies?: Yes

**Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone:  
Fax: 615-741-0684

Line Information

**Line 1**

Item ID: 1000179934  
*Police Vehicles, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOM-001  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 2**

Item ID: 1000179935  
*Sedans, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOF-002  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 3**

Item ID: 1000179936  
*Minivan and Full-size Vans (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOF-003  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 4**

Item ID: 1000179937  
*Sport Utility Vehicles (SUVs), Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOF-004  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 5**

Item ID: 1000179938  
*Light Trucks (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOF-005  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 6**

Item ID: 1000179941

*Optional Equipment, Generic SWC209 Asset*

Unit of Measure: EA

Vendor Item/Part #: SWC209-TTOF-008

Manufacturer Item #:

Unit Price: \$ 0

APPROVED: Michael F.  
Perry - KH  
CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry - KH  
DN: cn=Michael F. Perry - KH, o=State of  
Tennessee - General Services,  
ou=Central Procurement Office,  
email=Mike.Perry@tn.gov, c=US  
Date: 2017.10.03 14:09:54 -05'00'

BY: \_\_\_\_\_

\_\_\_\_\_  
PURCHASING AGENT

10/3/2017  
DATE

# City of Murfreesboro Vehicle Replacement Request

Requesting Department  
Contact Person, Title, Phone Number and E-mail address

Engineering Department - Facilities Maintenance Division  
Ron Dennis, Facilities Maintenance Superintendent, 615-642-1195, rdennis@murfreesboro.gov

Criteria for replacement of vehicles includes operating costs, safety standards, departmental needs, age and mileage.  
Before any vehicle is recommended for replacement, a technical/maintenance evaluation will be performed by Fleet Management staff

Driver/Operator of Vehicle  
Hours in Operation per day/week

Maintenance Technician  
5 days per week

Description of existing Vehicle to be replaced including age, mileage, fuel efficiency and identification number from Fleet.

Please indicate the mileage driven during the previous 12 months.  
2001 Dodge Ram 2500 with 154985 miles. Vehicle Fleet ID #55235

Justification for vehicle replacement

Vehicle has high mileage and is in general disrepair. Transferred to maintenance as a temporary Maint truck until a new one could be ordered.  
Seats and dash are damaged beyond repair. Truck bed and toll boxes are also in disrepair

Suggested Replacement Vehicle. If a different category of vehicle is requested, justify by usage. For example, utility body, tool boxes or emergency lighting.  
2018 Dodge Ram 2500 Tradesman 4x2 Reg Cab 8' Box DJ2L6Z  
See attached quote with detailed vehicle description.

Requested Budget for Replacement Vehicle

\$37,147.00

Approved as Requested ☒

Denied and reasons ☐

Approved with Modifications ☐

Fleet Services Director

Fleet Services Recommendation

  
3-22-17

# COUNCIL COMMUNICATION

**Meeting Date: 01/17/2019**

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**Item Title:** Master Service Agreement with Wiser Consultants  
Task Order No. 1 ADA Transition Plan  
Task Order No. 2 Sign & Drainage Inventory in Public Right of Way

**Department:** Engineering

**Presented by:** Chris Griffith, City Engineer

**Requested Council Action:**

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

---

## Summary

The primary project scope of work for Task Order No. 1 is to provide data collection and assist in a self-assessment to develop an ADA Transition Plan that will comply with the ADA act of 1990, Section 504 of the Rehabilitation Act of 1973, and 2010 Standards and Accessibility guidelines for Pedestrian Facilities in the Public Right-of-Way ("PROWAG").

The primary project scope of work for Task Order No. 2 is to collect City Regulatory and Warning Signs as well as storm drainage features within the two hundred and eighteen (218) miles of mobile lidar collection.

## Staff Recommendation

Approve the Master Service Agreement and Task Order No. 1 for the ADA Transition Plan and Task Order No. 2 for the Sign and Drainage Inventory in Public Right of Way.

## Background Information

On December 17, 2017 City Council passed Resolution 17-R-32 approving and authorizing transmittal of a letter to the Tennessee Department of Transportation describing the City's efforts toward the development of an ADA Transition Plan for City rights-of-ways and other transportation facilities. Included in this Resolution is the City's commitment to complete the ADA Transition Plan by December of 2019. The City of Murfreesboro issued a request for proposals in January of 2018, three firms were shortlisted, and final award was to Wiser Consultants.

## **Council Priorities Served**

- **Safe and Livable Neighborhoods**  
The development of ADA Transition Plan will generate the need for a City-wide implementation plan to meet ADA requirements.
- **Strong and Sustainable Financial and Economic Health**  
By complying with the development of the ADA Transition Plan, all Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) fund will remain in place.

## **Fiscal Impact**

Task No. 1 ADA Transition Plan cost is \$370,000.

Task Order No. 2 Sign & Drainage Inventory in Public Right of Way is an hourly work order not to exceed \$72,000.

Both projects will be funded from FY2019 State Street Aid.

## **Attachments**

1. Resolution 17-R-32
2. Master Service Agreement with Wiser Consultants
3. Task Order No.1 ADA Transition Plan
4. Task Order No. 2 Sign & Drainage Inventory in Public Right of Way

**RESOLUTION 17-R-32** approving and authorizing transmittal of a letter to the Tennessee Department of Transportation describing the City's efforts toward the development of an ADA Transition Plan for City rights-of-way and other transportation facilities

**WHEREAS**, the Federal Highway Administration requires the Tennessee Department of Transportation (TDOT) to ensure that every city and county with fifty (50) or more employees have an ADA Transition Plan, such plans being necessary for the receipt of federal transportation funding; and,

**WHEREAS**, TDOT has provided the City with deadlines for submission of compliance documentation; and,

**WHEREAS**, the City has complied with the first deadline (December 2016), by which the City was required to designate the City's ADA Coordinators (the Building and Codes Director and the Assistant Human Resources Director), provide TDOT with the coordinators contact information, and publish an ADA grievance policy; and,

**WHEREAS**, the City must now comply with the second deadline (December 2017) by providing a written letter from the Mayor, approved by City Council, describing the City's efforts toward the development of an ADA Transition Plan; and,

**WHEREAS**, the attached letter sets forth the City's efforts to date toward the development of the required ADA Transition Plan and affirms the City's commitment to completing its ADA Transition Plan before December 2019.

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

**SECTION 1.** The attached letter to the Tennessee Department of Transportation Bureau of Engineering regarding the City's efforts toward the development of an ADA Transition Plan is hereby approved.

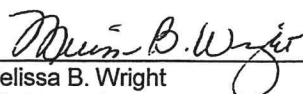
**SECTION 2.** The Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

**SECTION 3.** This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: December 14, 2017

  
Shane McFarland, Mayor

ATTEST:

  
Melissa B. Wright  
City Recorder

APPROVED AS TO FORM:

  
Craig D. Tindall  
City Attorney



**Wiser Consultants, LLC**  
1427 Kensington Square Court  
Murfreesboro, Tennessee 37130

[www.wiserconsultants.com](http://www.wiserconsultants.com)

p. 615-278-1500

f. 615-890-1479

November 15, 2018

Chris Griffith  
City Engineer  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro TN, 37130

Re: Master Services Agreement

Dear Mr. Griffith,

WISER CONSULTANTS LLC is pleased to offer the following Master Services Agreement (MSA) for professional services as needed by the City of Murfreesboro (Murfreesboro). WISER CONSULTANTS LLC provides a wide array of available services on a broad range of project types and sizes as required for each situation. Among these services are Engineering Studies, Reports and Design, Land Planning, Land Surveying and Mapping services.

#### Available Arrangements

Some funding programs dictate consultant fee arrangements and others do not. At the discretion of Murfreesboro, WISER CONSULTANTS LLC can be authorized to provide services under any of the following arrangements:

1. Hourly billing Rate Table (per attached Professional Services Hourly Rate Schedule)
2. Lump Sum (where a clearly-defined scope, schedule and fee are negotiated)
3. Fee curve for basic services (calculated based upon the cost of actual construction)
4. Other means are also available as needed

Executing this Agreement does not obligate Murfreesboro to use WISER CONSULTANTS LLC exclusively or to engage WISER CONSULTANTS LLC at any level of service. When this Agreement is executed, WISER CONSULTANTS LLC can perform services by use of Work Authorizations which outline specific tasks to be undertaken and identify desired means and terms of compensation. A draft Work Authorization has been included for use as an example.

We appreciate the opportunity to provide this proposed Agreement to you. If you agree to its terms, please sign and return a copy of the Agreement that will serve as a basis for future Work Authorizations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin C. Rains".

Justin C. Rains, PLS  
Wiser Consultants, LLC

Attachments



## MASTER SERVICES AGREEMENT

This Master Services Agreement (Agreement) between WISER CONSULTANTS LLC and the City of Murfreesboro (Murfreesboro) delineates the terms and conditions under which WISER CONSULTANTS LLC will provide professional services to Murfreesboro. Among these services are Engineering Studies, Reports and Design, Land Planning, Land Surveying and Mapping services.

### Schedule of Services and Expenses and Terms and Conditions

The Attached Schedule of Services and Expenses presents both the hourly billing rates of the various professional and technical staff and their expenses for purposes of compensation as well as the Terms and Conditions of this Agreement.

### Alternate Methods of Compensation

Some funding programs dictate consultant fee arrangements and others do not. At the discretion of Murfreesboro, WISER CONSULTANTS LLC may also be authorized to provide services under any the following alternate arrangements, as appropriate:

1. Hourly billing Rate Table (per attached Professional Services Hourly Rate Schedule)
2. Lump Sum (where a clearly-defined scope, schedule and fee are negotiated)
3. Fee curve for basic services (calculated based upon the cost of actual construction)
4. Other means are also available as needed

Executing this Agreement does not obligate Murfreesboro to use WISER CONSULTANTS LLC exclusively or to engage WISER CONSULTANTS LLC at any level of service. When this Agreement is executed, WISER CONSULTANTS LLC can perform services by use of a Work Authorization which will outline specific tasks to be undertaken and identify the desired means and terms of compensation.

### WISER CONSULTANTS LLC

By:  Date: 11/19/18

Printed/Typed Name: Justin C. Rains Title Vice-President

### CITY OF MURFREESBORO

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

Printed/Typed Name: \_\_\_\_\_ Title \_\_\_\_\_



Approved as to Form  
Adam Tucker  
City Attorney



## CONTRACT TERMS AND CONDITIONS

**PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT** – WISER CONSULTANTS LLC as an independent consultant, agrees to provide consulting services to the client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from WISER CONSULTANTS LLC constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of WISER CONSULTANTS LLC and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

**STANDARD OF CARE** – WISER CONSULTANTS LLC agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by WISER CONSULTANTS LLC.

**OPINIONS OF COST** – When requested by the Client, WISER CONSULTANTS LLC will use its best efforts, experience and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

**INSURANCE** – WISER CONSULTANTS LLC maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request. Commercial General Liability Insurance and Professional Errors and Omissions Insurance will each carry limitations of not less than \$1,000,000.00. The City will also be named as additionally insured on WISER CONSULTANTS LLC's Commercial General Liability and Automobile Insurance and will provide the City an endorsement to that effect.

**LIMITATION OF LIABILITY** – In recognition of the relative risks and benefits of the project to both the Client and WISER CONSULTANTS LLC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of WISER CONSULTANTS LLC for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to \$1,000,000 or WISER CONSULTANTS LLC's applicable insurance, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

**WAIVER OF CONSEQUENTIAL DAMAGE** – WISER CONSULTANTS LLC and Client waive their right to recover consequential damages against each other, and WISER CONSULTANTS LLC and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.



**PAYMENT TERMS** – Client will be invoiced once each month for services performed during the preceding period. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on any undisputed past due amount of one half percent ( $\frac{1}{2}\%$ ) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

**DISPUTE RESOLUTION/MEDIATION** – In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and WISER CONSULTANTS LLC agree to submit all such disputes to mediation prior to the commencement of litigation.

**TERMINATION** – The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, WISER CONSULTANTS LLC will be entitled to compensation for all services provided and expenses incurred up to and including the termination date.



**SCHEDULE OF SERVICES AND EXPENSES**  
**PROFESSIONAL SERVICES HOURLY RATE SCHEDULE**

**Schedule of Hourly Fees**

May 1, 2018 – February 28, 2019

<b>Professional Services</b>	<b>Current Rates</b>
Principal Engineer	\$ 190.00
Senior Project Manager	\$ 165.00
Senior Engineer	\$ 160.00
Project Manager	\$ 135.00
Project Engineer II	\$ 125.00
Project Engineer I	\$ 110.00
Engineering Intern II	\$ 101.00
Engineering Intern I	\$ 85.00
Engineering Technician	\$ 98.00
CAD Technician	\$ 85.00
Resident Project Representative	\$ 80.00
Senior Surveyor	\$ 150.00
Survey Project Manager	\$ 120.00
Registered Land Surveyor	\$ 110.00
1 Person Survey Crew	\$ 95.00
2 Person Survey Crew	\$ 145.00
3 Person Survey Crew	\$ 175.00
Survey Technician	\$ 100.00
Utility Coordinator	\$ 95.00
Cartographic Manager	\$ 115.00
Certified Photogrammetrist	\$ 105.00
Cartographic Tech II	\$ 97.50
Cartographic Tech I	\$ 85.00
Lidar Technician II	\$ 95.00
Lidar Technician I	\$ 85.00
Clerical Staff	\$ 70.00
<b>Equipment</b>	
Static Laser Scanner	\$ 850/Day
Mobile Laser Scanner	\$15,000/Day



**Wiser Consultants, LLC**  
1427 Kensington Square Court  
Murfreesboro, Tennessee 37130

[www.wiserconsultants.com](http://www.wiserconsultants.com)

p. 615-278-1500

f. 615-890-1479

## WORK AUTHORIZATION #1

Under terms and conditions of the Master Services Agreement (Agreement) between WISER CONSULTANTS LLC and City of Murfreesboro (Murfreesboro), executed on \_\_\_\_\_, 2018, WISER CONSULTANTS LLC agrees to provide the following scope of services.

### Scope

WISER CONSULTANTS LLC will provide the following services for Client under this Work Authorization:

#### **Phase I - Data Collection and Self-Assessment**

1. The Data Collection project boundary will be the current city limits and any near-term annexation areas. **Wiser will meet with the City of Murfreesboro Title 6 Coordinator and the ADA Co- Coordinators in an initial meeting** to present the proposed detailed data collection component schedule for existing features. Wiser will discuss the methods of determining detailed collection areas, identification of the feature class priority evaluation and assessment and establish the attribute collection data sets for each feature class. The concept of the report and mapping formats to be produced for the ADA Transition Plan and data sets to be incorporated into the final ADA Transition Plan report and City of Murfreesboro GIS map layers will be discussed. The self-assessment will be conducted to comply with the Title II ADA requirements as promulgated and administrated by the Department of Justice. The specific guidance is the Public Street and Right-of-Way Accessibility Guidelines (PROWAG). Collection will be accomplished with the use of public information and data collected by Wiser inventory processes. Murfreesboro's corporate limit area is approximately 58 square miles. There are approximately 218 linear miles of arterials and collectors which will be where most of the collection effort will be conducted. However, the downtown, the historic business district, side streets to commercial districts and around the MTSU campus and other areas may have features to capture as well.
2. City will supply or provide access to the information from their repositories as needed to perform the feature data collection inventory and self-assessment. This may include orthophotography from 2017, planimetric data from 2016, any previous mapping to include the 50' scale ortho's, planimetric and thermal maps from earlier mapping, zoning maps with street maps, tax parcel maps and data sets, a listing and site plan information if available for all City owned Parks, Properties and Buildings, a sidewalk layer referenced to the Tennessee state plane grid, the 2025 and 2040 Major Thoroughfare Plans, recorded subdivision plats and all current City ADA compliant design standards or proposed standards. City will verify the current City Limits boundary and probable near-term annexation areas for the Urban Growth boundary.
3. Wiser will **submit a monthly progress report and meet with the City monthly** to discuss project progression and resolve any issues encountered.
4. Wiser's proposed **approach will minimize project schedule timeframes and be safer by minimizing field collection time**. Using mobile lidar as the primary collection method, the data



collection of the ADA feature data classes will be primarily at our remote office locations by Imagery Analysts and Geospatial Analyst with guidance and Quality Control by the Project Surveyor and Project Engineer.

5. **Wiser will use a blended approach for detailed data collection and assessment of the ADA-related feature classes**, compile the content attributes of the feature classes and produce the inventory for each feature class.
  - **Most of the data collection and attribute population of the ADA feature classes will be by Remote Collection.** Remote Collection by Wiser Imagery Analyst and Geospatial Analyst will be by a combination of methods to include optical imagery, mapping grade lidar data, orthophotography, planimetric and other GIS data layers from the Murfreesboro Map Gallery, High Resolution Satellite Imagery from Digital Globe, Medium Resolution Low Earth Orbit Satellite Imagery from Planet Labs, Open Street Maps, Google Earth Maps and field services provided video and still pictures.
  - **Field Collection will be used to supplement mobile lidar and imagery collection.** Primarily, field collection will supplement any gaps in the Remote Collection and be used to verify data sets as well as provide quality control samples for the data sets. Field Collection will be by traditional methods to include Conventional Survey with Robotic Total Stations, GPS Survey, Advance Survey with Mobile and Static Lidar, Visual Inspection and video and still pictures.
6. The **First Function** is to collect mobile lidar data for the **Murfreesboro Road Network, High Pedestrian Areas** and for **Signalized and Major Intersections**. Wiser will collect lidar point cloud data and video photography that will produce a rich comprehensive data set that will be used for Remote Collection processes including feature data collection and attribute population. We are proposing to collect mobile lidar at Wiser's expense. The collection time-of-day will be planned to obtain unimpeded collection including night-time collection in areas of street parking such as in the downtown CBD and nearby office and retail. A Detailed Lidar Collection Area Map will be developed to identify the areas for detailed feature data collection and assessment. **The Detailed Lidar Collection Area Map will be presented to the City prior to deploying the mobile lidar system. Mobile Lidar Collection is planned for the estimated 218 linear miles of arterial and collector streets.** The rich data set will memorialize the capture, provide methods for remotely determining geolocations, slopes, feature attributes, still photos of collection points, costs estimates etc. As an added benefit, the capture will serve as a basis for the eventual construction drawings for corrective actions requiring minimal additional field capture for design phases. Using the City's GPS control network, Wiser will provide GPS station control observations during the lidar collection to provide constant georeferencing to the mobile lidar system.
7. The **Second Function** is to **develop the attribute list** for each of the classes for ADA data features collected remotely and in the field.



- The **attribute list will be presented to the City** for concurrence for each of the feature data classes **prior to collection**.
  - The attribute list will be extensive and specific to class type to include such items as location information, conditions, slopes of handicap ramps and driveway ramps, barriers, width of sidewalks, ADA compliant, still pictures, domes or slotted for ramps, pedestrian signals ADA compliant, cost to repair or install estimate, conditions and ADA compliance, etc.
  - Class Features along a street route right-of way include handicap ramps, driveway ramps, sidewalks, mid-intersection islands and cross walks,
  - Class Features for a Signalized Street or a Crossing without signals include accessible pedestrian signal countdown signals, handicap ramps and blended transitions.
  - Class Features for property sites include handicap ramps, driveway ramps, and sidewalks.
8. The **Third Function is for the Imagery Analysts and Geospatial Analysts under the guidance of the Project Surveyor and Project Engineer to collect the ADA data features**. Field Survey Crews or MTSU students provided by the City if available will support the effort by deploying to the field where gaps or additional supplemental information may be required. Collection guidance schema, collection methods and automated tools for collection are to be developed for continuity for the Imagery Analysts, Geospatial Analysts and Field Survey Crews
- **Murfreesboro Road Network:** All Major Arterials, Minor Arterials, Commercial Collectors, Community Collectors, Residential Collectors and Residential Sub-Collectors Rights-of Way will have detailed lidar collection to allow for remote collection and assessment. Local Street Rights-of-Way will be assessed from Imagery, and field crews will be deployed if additional feature data information is to be collected if captured by mobile lidar. Minimal collection is expected in local streets that have been developed since about 1975. Local Streets rights-of-way in areas developed prior to 1975 may have some detailed collection areas. For example, older downtown areas north and south of East Main Street may require some detailed collection if not captured by lidar.
  - **High Pedestrian Areas:** Street rights-of-way will be assessed using remote collection to include the City zones of the Central Business District (CBD), downtown Historic Zone, MTSU and peripheral areas, schools and nearby neighborhoods, and commercial City zones (CBD CF CL CM CM-R CM-RS-8 CP CU and PCD). Residential, Office and Industrial Zones Street rights-of-way within City Zones will be assessed remotely also; but street rights-of-way detailed collection is anticipated to be eliminated or minimal for these zones (H-I L-I OG OG-R PCD PUD R-MO RM12 RM16 RM22 RS10 RS 12 RS15 RS4 RS6 RS 8 RS-A1 RS-A2). The Residential, Office and Industrial Zones Street rights-of-way are likely to have an impact that will affect pedestrian traffic on the Collector Street rights-of-way that are adjacent and that they feed and less likely to have impact within each zone's local street network.
  - **Signalized and Major Intersections:** Accessibility features will be assessed primarily by remote collection methods and field collect supplemented as necessary. Currently there are around 180 signalized intersections. The City will provide any additional



intersections that are proposed to be signalized soon. The City will advise of any intersections that may need cross walks, and any pedestrian ADA compliance at unsignalized intersections and crossings that should be assessed. Compliance with both PROWAG and the MUTCD will be used to assess both the structural accessibility items but as well compliance with the Accessible Pedestrian Signals compliance.

9. **The Fourth Function is to develop the report spreadsheet summaries and map formats** for the ADA Transition Report. A City Map Gallery product will be provided with the feature data digital GIS data and Maps as will also be produced in the ADA transition report. **These formats will be provided to the City as sample formats prior to compilation.**
10. **The Fifth Function (Option to be added under additional services if required)** will be to assess **Parks, City Properties and City-Owned Buildings** accessibility features **not captured in the concurrent study of building facilities** performed by the City with its own resources. The method of collection is to be determined. The City desires to use MTSU Concrete Program students in this project. If there is collection required and MTSU students are to be used in the capture, then field collection methods will be developed, and tools provided with guidance to add this capture as an addendum.

## **Phase II - Development of the ADA Transition Plan Draft**

1. Wiser will develop a draft transition plan to comply with the ADA act of 1990, Section 504 of the Rehabilitation Act of 1973, and 2010 Standards and Accessibility guidelines for Pedestrian Facilities in the Public Right-of-Way ("PROWAG") and other relevant City, state or federal laws, rules or regulations to be submitted to the City of Murfreesboro Title 6 Coordinator and the ADA Co-Coordinators for review.
  - Wiser will incorporate the findings from the City's self-assessment into the transition plan.
  - Wiser will present the results of the Data Collection in tabular and in display maps to visualize the content of the data collected for the Feature Data Classes and Feature Data Collection Areas.
  - Cost estimates for repair compliance and conditions will be provided based on the collection observations.
  - Priority Area Rankings will be provided for the observed repairs and compliance estimates based on pedestrian accessibility priority for street routes, pedestrian signals and City properties.
  - The Wiser team will review and incorporate recommendations for revisions of City policies, regulations, zoning requirements, design details, construction specifications, and City ordinances to ensure they are compliant with all ADA requirements



### **Phase III - Conduct Public Meetings and Public Outreach for Input on the Draft ADA Plan**

1. The Wiser team will
  - Conduct or attend 2 Public Meetings as directed by the City to allow for public input
  - Provide Public outreach forums and web site access to solicit public comments on the draft plan

### **Phase IV - Production of the Final ADA Transition Plan and ongoing support**

1. Wiser will incorporate changes to the Draft Plan based on Public Input from the Public Meetings and Public Outreach as well as any changes recommended by the City staff.
2. The Wiser team will review and incorporate final recommendations for revisions of City policies, regulations, zoning requirements, design details, construction specifications, and City ordinances to ensure they are compliant with all ADA requirements

**Other Items not included in the defined scope of work** considered additional services are identified as follows:

1. Additional meetings required in addition to the initial City meeting, monthly progress meetings during collection of feature data and 2 public meetings
2. Management, organization and tool sets required for capture by MTSU students for feature data collection to assess Parks, City Properties and City Owned Buildings not captured in the City's assessment of buildings, parks and City owned buildings.
3. Additional collection to supplement the City's inventory of public buildings, parks and properties.
4. Additional sign collection for non-regulatory or off-street signs.
5. Additional storm drainage feature collection.
6. Lidar processing and baseline extraction for roadway and infrastructure projects.
7. Any other requested task outside the project scope.



### Compensation

For services delineated in the scope of this Work Authorization, WISER CONSULTANTS LLC will be compensated on a lump sum fee basis of \$370,000 including all labor and expenses as shown below. Additional services will be compensated on an hourly basis according to the Schedule of Services and Expenses and Contract Terms and Conditions contained in the Master Services Agreement.

Mobile Lidar Collection:	\$30,000
Phase I:	\$235,000
Phase II:	\$50,000
Phase III:	\$25,000
Phase IV:	\$30,000
Total:	\$370,000

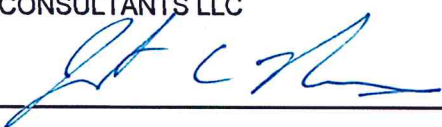
### Schedule

Upon authorization to proceed, WISER CONSULTANTS LLC will perform the tasks delineated in the Scope of Services outlined above and will meet the following schedule benchmarks:

Phase I Completion:	3 Months after NTP
Phase II Completion:	2 Months after Phase I Completion
Phase III Completion:	1 Month after Phase II Completion
Phase IV Completion:	2 Months after Phase III Completion

WISER CONSULTANTS LLC is pleased to present this Work Authorization for Execution by Client.

WISER CONSULTANTS LLC

By:  Date: 11/19/18

Printed/Typed Name: Justin C. Rains Title Vice-President

CITY OF MURFREESBORO

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

Printed/Typed Name: \_\_\_\_\_ Title \_\_\_\_\_



Wiser Consultants, LLC  
1427 Kensington Square Court  
Murfreesboro, Tennessee 37130

[www.wiserconsultants.com](http://www.wiserconsultants.com)

p. 615-278-1500

f. 615-890-1479

## WORK AUTHORIZATION #2

Under terms and conditions of the Master Services Agreement (Agreement) between WISER CONSULTANTS LLC and City of Murfreesboro (Murfreesboro), executed \_\_\_\_\_, 2018, WISER CONSULTANTS LLC agrees to provide the following scope of services.

### Scope

WISER CONSULTANTS LLC will provide the following services for Client under this Work Authorization:

#### **Sign Inventory Collection for all City Regulatory and Warning Signs and Collection of Storm Drainage Features in the Public Right-of-Way.**

1. Wiser will collect all City Regulatory and Warning Signs for all streets within the 218-mile lidar collection area and provide a data layer and ArcGIS geodatabase to be incorporated into the City's GIS system.
2. Wiser will collect all stormwater features to include catch basins and area drains for all streets within the 218-mile lidar collection area and provide a data layer and ArcGIS geodatabase to be incorporated into the City's GIS system.

### Compensation

For services delineated in the scope of this Work Authorization, WISER CONSULTANTS LLC will be compensated on a lump sum fee basis of \$72,000 including all labor and expenses. Additional services will be compensated on an hourly basis according to the Schedule of Services and Expenses and Contract Terms and Conditions contained in the Master Services Agreement.

### Schedule

Upon authorization to proceed, WISER CONSULTANTS LLC will perform the tasks delineated in the Scope of Services outlined above and will meet the following schedule benchmarks:

Full delivery 2 months after ADA inventory completion.

WISER CONSULTANTS LLC is pleased to present this Work Authorization for Execution by Client.

WISER CONSULTANTS LLC

By:  Date: 11/19/18

Printed/Typed Name: Justin C. Rains Title Vice-President

CITY OF MURFREESBORO

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

Printed/Typed Name: \_\_\_\_\_ Title \_\_\_\_\_

# COUNCIL COMMUNICATION

Meeting Date: 01/17/2019

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**Item Title:** Kingdom Drive Roadway Improvements

**Department:** Engineering

**Presented by:** Chris Griffith, City Engineer

**Requested Council Action:**

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

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**Summary**

Change Order No. 2 for 54" High Aegis II Extreme fence to replace the existing line item Steel Railing (Metal Railing).

**Staff Recommendation**

Approve of the change order with Bell and Associates Construction, LP. in the amount of \$40,933.

**Background Information**

Currently, the construction of the Kingdom Drive Bridge project is progressing and is scheduled to be completed by the first quarter of 2019. The original bid item fence did not meet current industry design standards for safety.

**Council Priorities Served**

- Excellent Services with a Focus on Customer Service.

Improvement of City streets enhances the safety and livability of neighborhoods and the City's roadway system.

**Fiscal Impact**

The original bid price for the project was \$2,538,184. The current change order request of \$40,933 and along with previous requests of \$28,400 revises the construction contract amount to \$2,607,517. The funding for the project is being shared between the developer and the City with the City's portion of the funding for construction being \$1,508,523. The City's portion of the funding will be from the 2016 Bond issue.

**Attachments**

1. Change Order Request No. 2

November 8, 2018

Mr. Chris Griffith, City Engineer  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130

Re: Change Order No. 2  
Kingdom Drive Roadway Improvements  
Otter Trail to Sapphire Drive  
Murfreesboro, Tennessee

Dear Chris:

Enclosed is Change Order No. 2 for the total amount of \$40,933.28. It is our recommendation that it be approved to expedite construction and to meet the requirements of the drawings and specifications.

We have attached the letter received from the contractor requesting changes in the work.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



William H. Huddleston IV, P.E., R.L.S.

Enclosures

## CHANGE ORDER NO. 2

PROJECT: Kingdom Drive Roadway Improvements  
Otter Trail to Sapphire Drive  
Murfreesboro, Tennessee

CONTRACTOR: Bell & Associates Construction LP  
1000 Health Park Drive, Suite 150  
Brentwood, TN 37027

DATE: October 31, 2018

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

### DESCRIPTION:

The intent of Change Order No. 2 is to reflect additional costs associated with the construction of the Kingdom Drive Roadway Improvements.

### WORK TO BE ADDED

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
620-02.01	54" High Aegis II Extreme	LF	298	<u>\$247.36</u>	<u>\$73,713.28</u>
<b>SUBTOTAL .....</b>					<u><b>\$73,713.28</b></u>

### WORK TO BE DEDUCTED

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Amount</u>
620-02	Steel Railing (Metal Railing)	LF	-298	<u>\$110.00</u>	<u>-\$32,780.00</u>
<b>SUBTOTAL .....</b>					<u><b>-\$32,780.00</b></u>

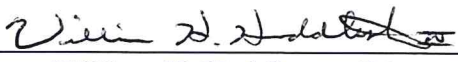
**TOTAL ADDED AMOUNT.....** **\$40,933.28**

Change Order No. 2  
Page 2  
Kingdom Drive Roadway Improvements  
Otter Trail to Sapphire Drive  
Murfreesboro, Tennessee

The Original Contract Sum was.....\$2,538,183.60  
Net Change by Previous Change Order No. 1..... \$28,400.00  
The Current Contract Sum ..... \$2,566,583.60  
The Contract Sum increased by this Change Order..... \$40,933.28  
The Total Contract Sum with this Change Order will be..... \$2,607,516.88

Contract Time: No Increase in Contract Time

**HUDDLESTON-STEELE ENGINEERING, INC.**  
**ENGINEER**

BY:   
William H. Huddleston IV

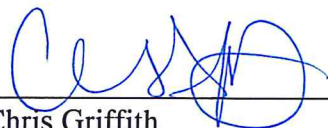
DATE 10/31/18

**BELL & ASSOCIATES CONSTRUCTION LP**  
**CONTRACTOR**

BY: 

DATE 11/7/2018

**CITY ENGINEER**

BY:   
Chris Griffith

DATE: 1-10-19

**CITY OF MURFREESBORO, TENNESSEE**  
**OWNER**

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_



October 29, 2018

Huddleston-Steele Engineering, Inc.  
Jim Cason  
2115 N.W. Broad Street  
Murfreesboro, TN 37129

**Re: Kingdom Drive – Modifying Pedestrian Fencing to Aegis II Extreme  
BALP #218281**

Mr. Cason:

As stated in RFI-002, the plans indicate to install a 54" high Majestic Style Aegis Plus fence by Ameristar Fence Corporation, which is what was bid. Then it was conveyed after a submittal was turned in that the drawings should state that the fence is to meet the ASSHTO minimum load capacity. In order to meet that requirement a different product will have to be used. To change to the 54" Aegis II Extreme fence, the new unit price will be:

<u>Item</u>	<u>Description</u>	<u>Estimated Qty</u>	<u>Unit Price</u>
<del>620.02 Steel Railing (Metal Railing)</del> <b>620-02.01 54" HIGH AEGIS II EXTREME</b>		298 LF	\$247.36/LF

This unit price is also good to incorporate on the approaches to the bridge if desired. I have attached a breakdown for you.

Thank you for your attention in this matter and please feel free to contact me if you have any questions or need additional information.

Respectfully,  
**BELL & ASSOCIATES CONSTRUCTION, LP**

A handwritten signature in blue ink, appearing to read "Scott McKinney", is written over a light blue horizontal line.

Scott McKinney, P.E.  
Senior Project Manager/Partner



**Bell & Associates Construction, L.P.**

P.O. BOX 363 (37024)  
1000 HEALTH PARK DRIVE, SUITE 150  
BRENTWOOD, TENNESSEE 37027  
PHONE: (615) 373-4343 FAX: (615) 373-8224

PROPOSAL REQUEST #:

CHG. PROPOSAL NUMBER:

JOB: 218281 - Kingdom Drive

DESCRIPTION: 620.02 Steel Railing (Metal Railing)

**Itemized Work**

1  
2

DATE: 10/29/2018

TIME:

	QUANTITY	DESCRIPTION	UNIT	LABOR		EQUIPMENT		MATERIAL		SUBCONTRACTOR		TOTAL COSTS	COMMENTS
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL		
1	298.00	620.02 Steel Railing (Metal Railing)	LF										
2	298.00	1 54" High Aegis II Xtreme	If							220.00	\$ 65,560.00	\$ 65,560.00	
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
SUBTOTAL											\$ 85,560.00	\$ 65,560.00	
LABOR BURDEN				24.11%									
LABOR PROFIT AND OVERHEAD (20%)				20.00%									
MATERIAL PROFIT AND OVERHEAD (15%)								15.00%					
SALES TAX								9.75%					
FEE FOR SUBS										10.00%	\$ 6,556.00	\$ 6,556.00	
SUBTOTAL											\$ 72,116.00	\$ 72,116.00	
Insurance Umbrella													
Builder's Risk										0.13%		\$ 91.59	
BOND										0.78%		\$ 562.50	
SUBTOTAL												\$ 72,770.09	
TOTAL												\$ 943.10	Unit Price#
												\$ 73,713.19	\$ 247.36

73,713.28

# COUNCIL COMMUNICATION

Meeting Date: 01/17/2019

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**Item Title:** Southwest Elementary School Roadway and Utilities Phase 1

**Department:** Engineering

**Presented by:** Chris Griffith, City Engineer

**Requested Council Action:**

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

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**Summary**

Bid tabulations and letter of recommendation for award to the low bidder for the Southwest Elementary School (Salem Elementary) Roadway and Utilities Phase 1.

**Staff Recommendation**

Approve the award of the project to the low bidder, Jenco Construction, Inc.

**Background Information**

The purpose of this project will be to provide access roadway and utilities from St. Andrews and Veterans Parkway to the new Salem Elementary School. Staff advertised the contract and three bids were received on January 3, 2019. A low bid on the amount of \$1,699,930 was submitted by Jenco Construction, Inc.

**Council Priorities Served**

- Safe and Livable Neighborhoods

Staff's objective is to provide the residents of Murfreesboro with safe and accessible roadways throughout the City.

**Fiscal Impact**

The funding source for the project will come from a future bond issue.

**Attachments**

1. Letter of Recommendation to Award Contract from the Design Consultant
2. Bid Tabulation Southwest Elementary School Roadway and Utilities Phase 1



**HUDDLESTON-STEELE**

**ENGINEERING, INC.**

2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • Fax 615-893-0080

January 3, 2019

Mr. Chris Griffith, City Engineer  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130

Re: Southwest Elementary School  
Roadway and Utilities Phase 1  
Murfreesboro, Tennessee

Dear Chris:

Enclosed is a copy of the Bid Tabulation on the bids received January 3, 2019. The low bidder is Jenco Construction, Inc., Bon Aqua, TN. We recommend the award of this project to Jenco Construction, Inc. for their low bid total of \$1,699,929.57.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

William H. Huddleston IV, P.E., R.L.S.

Enclosures

**BID TABULATION**  
 Southwest Elementary School Roadway and Utilities Phase 1  
 Murfreesboro, Tennessee  
 January 3, 2019  
 2:00 PM

CONTRACTOR	ROADWAY TOTAL	ELECTRIC TOTAL	WATER TOTAL	GRAND TOTAL
Jenco Construction, Inc. Bon Aqua, TN 37025	\$1,182,116.07	\$358,696.00	\$159,117.50	\$1,699,929.57
Rawso Constructors Murfreesboro, TN 37129	\$1,524,148.00	\$324,337.00	\$218,970.00	\$2,067,455.00
Rollins Excavation Co., LLC Murfreesboro, TN 37130	\$1,640,623.88	\$402,104.00	\$416,610.00	\$2,459,337.88