

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – City Hall – 7:00 PM
August 22, 2019

PRAYER

Mr. Ronnie Martin

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Tennessee Fire and Codes Academy Recognition: Murfreesboro Fire Rescue

Greg Tucker, Rutherford County Historian

Consent Agenda

1. ATKINS South Terminal Development Design Work Authorization (Airport)
2. Purchase of Two 2019 Ford Trucks (Fire Rescue)
3. Axon Enterprise, Inc. Contract Extension (Police)
4. Purchase of Drive Cam Equipment and Services (Transportation/Rover)
5. FY 2020 Contract with RTA for Provision of Transit Services
(Transportation/Rover)
6. TripSpark Ranger Replacement (Transportation/Rover)
7. GE Annual Support Renewal for WRRF & SRWTP SCADA Operation (Water Resources)
8. Unifirst Contract Extension (Water Resources)

New Business

Land Use Matters

9. Rezoning approximately 0.4 acres located along North Maple Street
(Planning)
 - a. Public Hearing: Rezone 0.04 acres
 - b. Ordinance 19-OZ-29: First Reading
10. Rezoning approximately 13.9 acres located along North Tennessee Blvd.
(Planning)
 - a. Public Hearing: Rezone approximately 13.9 acres
 - b. Ordinance 19-OZ-30
11. Rezoning approximately 2.2 acres located along Manson Pike (Planning)
 - a. Public Hearing: Rezone approximately 2.2 acres
 - b. Ordinance 19-OZ-25
12. Amending the Marymont Springs PUD at 1126 Rucker Lane (Planning)
 - a. Public Hearing: Amend Marymont Springs PUD
 - b. Ordinance 19-OZ-31: First Reading

13. Plan of Services, Annexation, and Zoning for property located along Florence Road (Planning)
 - a. Public Hearing: Plan of Services and Annexation
 - b. Resolution 19-R-PS-27: Plan of Services
 - c. Resolution 19-R-A-27: Annexation
 - d. Public Hearing: Zone approximately 11.01 acres
 - e. Ordinance 19-OZ-27: First Reading
14. Rezoning approximately 1.2 acres located along Bridge Avenue (Planning)
 - a. Public Hearing: Rezone approximately 1.2 acres
 - b. Ordinance 19-OZ-28: First Reading
15. Rezoning approximately 2.5 acres located along West Northfield Blvd. (Planning)
 - a. Public Hearing: Rezone approximately 2.5 acres
 - b. Ordinance 19-OZ-26: First Reading
16. Amending the Spring Creek PRD zoning along Asbury Lane (Planning)
 - a. Public Hearing: Amend spring Creek PRD
 - b. Ordinance 19-OZ-24
17. Planning Commission Recommendations to Schedule Public Hearings (Planning)

Licensing

Board & Commission Appointments

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 8/22/2019

Item Title: ATKINS South Terminal Development Design Work Authorization

Department: Airport

Presented by: Chad Gehrke, Airport Manager

Requested Council Action:

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

Summary

Work Authorization for ATKINS North America to complete surveys and engineering services for the South Terminal Development Project site which will be the replacement of Hangar 1(Quonset Hut Hangar).

Staff Recommendation

Approve Work Authorization with ATKINS to complete design and engineering work not to exceed \$102,234.

Background Information

The Tennessee Aeronautics Division is assisting the City of Murfreesboro with an Airport Economic Development Grant covering roughly 50% of the cost of this \$4,000,000 construction project to replace Hangar 1 (Quonset Hut Hangar) creating approximately a 19,800 square foot, four bay hangar, office, and shop aircraft maintenance and storage facility.

Chuck Hoskins of the Division reviewed ATKINS proposed fees and found them acceptable. The City is also reviewing the scope of work to reduce the amount of expenditure if possible.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Development of vital hangar facilities creates revenue for the Airport, assisting in its financial self-sufficiency, and increases job opportunities for highly skilled aircraft mechanics and avionics technicians.

Excellent Services with a Focus on Customer Service

The new facility will provide much needed hangar space and the ability for an Airport tenant to expand its services and product line to meet domestic and international customer's demands.

Fiscal Impacts

The cost of the design work is budgeted in the FY19 CIP and a Tennessee Aeronautics Division Airport Economic Development Grant. Costs will not exceed \$102,234

Operational Issues

Operational issues are a minimum in this design portion of the project.

Attachments:

ATKINS South Terminal Development Site Design Work Authorization

**MURFREESBORO MUNICIPAL AIRPORT
TERMINAL AREA APRON EXPANSION and HANGAR DEVELOPMENT
Work Authorization Number B-06-19**

Date: _____

ATKINS No. 1000 _____ (TBD)
(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Murfreesboro (OWNER) and ATKINS (ENGINEER) dated the 26th day of February, 2015.

Scope of Services:

The ENGINEER shall provide professional services for the civil design and preparation of bid documents for the *Terminal Area Apron Expansion and Hangar Development* at the Murfreesboro Municipal Airport (the Project). Services of the ENGINEER are more particularly described in Attachment A, "Engineer's Scope of Services."

Time of Performance:

The ENGINEER shall immediately begin work upon receipt of a fully executed Work Authorization and proceed with the design along a schedule that will allow for construction to begin in the Summer of 2019.

Compensation:

The OWNER shall compensate the ENGINEER under the herein described Scope of Services a **Lump Sum** amount of Eighty-Three Thousand, Three Hundred, Fifty-Five Dollars and Zero Cents (\$83,355.00), that amount being the total amount in the "Engineer's Estimate of Compensation" for **Basic Services** as estimated by the ENGINEER and set forth in Attachment B. Progress payments to the ENGINEER for Basic Services shall be by an estimate of percent complete.

Additionally, the OWNER shall compensate the ENGINEER under the herein described Scope of Services a **Not-to-Exceed** amount of Eighteen Thousand, Eight Hundred, Seventy-nine Dollars (\$18,879.00) for **Special Services** related to Topographic Survey and Geotechnical Investigation as estimated by the ENGINEER and set forth in Attachment B, "Engineer's Estimate of Compensation."

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER: **City of Murfreesboro**

ENGINEER: **ATKINS**

Date: _____

Date: _____

Approved as to form this _____

Day of _____, 2019.

Craig Tindall, City Attorney

City of Murfreesboro

ATTACHMENT A

ENGINEER'S SCOPE OF SERVICES
WORK AUTHORIZATION No. B-06-19
ATKINS PROJECT NO. TBD
TERMINAL AREA APRON EXPANSION and HANGAR DEVELOPMENT
at the
MURFREESBORO MUNICIPAL AIRPORT

April 29, 2019

PROJECT DESCRIPTION AND GENERAL SCOPE OF SERVICES

Adjacent to and to the south of the airport terminal area, a proposed apron expansion and hangar development is anticipated to include a four-unit box hangar development. The four individual hangar spaces are planned to closely match the size and shape of two pairs of existing box hangars south of the proposed site. A leading manufacturer of Pre-Engineered Metal Buildings (PEMBs) offers a standard configuration with each bay having a width of 65 feet, a depth of 62 feet, and a clear door height of 16 feet. This matches the size of each hangar bay in the existing hangars that lie adjacent to the proposed development site, to the south. In the proposed development, rather than the four units being arranged in two pairs, one contiguous row is envisioned. One, some, or all of the hangar bay spaces in the contiguous row may be designed to be partitioned from each other as may best suit the Owner's preference, but it is anticipated that at least one of the spaces will be partitioned from the other three. Adjoining the hangar bay spaces will be two connecting spaces—tenant needs have been assessed to require one roughly 1,000 square foot office and reception area, and a separate roughly 2,000 square foot office/shop/storage space in support of aircraft maintenance operations. The anticipated initial tenant will be performing maintenance on King-Air 200-series twin turboprop aircraft and other smaller single engine aircraft.

The project involves the CONCEPT LEVEL civil engineering design for the areas on the attached Figure A-1, outlined in red and highlighted in yellow, which lie to the east of the blue-shaded 231 Storm Drainage Detention area. The CONCEPT LEVEL design drawings will be produced to a level that will identify key dimensions and elevations for layouts of the apron, hangar, and utilities, but these drawings will not constitute sealed construction drawings. It is understood that the intended use of these drawings is that they will be included in the City of Murfreesboro's solicitation of design-build proposals from teams comprised of a general

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contractor firm, an architectural firm, and a civil engineering firm under whose direction final design and construction efforts will be undertaken outside the scope of this work authorization. A field survey of site topography will be conducted in support of the CONCEPT LEVEL design effort, as well as a geotechnical investigation of the site soils, and this information will also be provided for the City of Murfreesboro's use in the design-build solicitation. It is further understood that the selected design-build team will use the information provided in the CONCEPT LEVEL design to be provided under this work authorization for the formulation of their proposal, and for their ultimate development of final design drawings to be used for obtaining approvals from the City's planning commission and various departments, for obtaining building permits and other various state permits such as from TDEC, and ultimately for construction layout. The CONCEPT LEVEL design drawings to be provided under this work authorization are not intended to be directly submitted for approvals for permits or for construction layout.

The primary purposes of the CONCEPT LEVEL civil engineering design will be:

- 1) To set the proposed layout of key site elements including:
 - a. The location of taxiway access routes passing through the southern edge of the site for existing hangar development to the south.
 - i. Aircraft turning movements and clearances will be based upon criteria set forth in FAA Advisory Circular 150/5300-13A for the largest of the aircraft that are anticipated to someday potentially utilize the previously described 65-foot wide by 62-foot deep proposed hangar spaces with a 16-foot high clear door opening.
 - ii. Based on the FAA categorization of MBT as an Airport Design Group B-II airport, the most demanding aircraft type for this proposed hangar area is anticipated to be an aircraft in the twin turboprop class, such as the King Air 350 series, which would leave about 3.5 feet of clearance from each wingtip and just over a foot of clearance from the tail getting in and out of any of the proposed hangar bays. While the depth of the proposed hangar

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bays might allow some jets with more demanding turning movements due to the typically larger distance from nose gear to main gear for such aircraft, these are typically Category C or D aircraft, exceeding the category B designation of MBT, and their accommodation will therefore not be used to drive the design for this project.

b. The location of utility corridors that will pass through the site and which will need connections and/or relocations in order to serve the proposed hangar/apron development. These include:

- i. Sanitary Sewer
- ii. Water
- iii. Natural Gas
- iv. Electrical power - services to be considered include:
 1. Power service for Hangar 1 which is to be demolished but which will need to remain with power through an initial phase of construction, and
 2. Power service for the airport's Automated Weather Observation Station (AWOS), which will need to remain in service during and after the proposed development.
 3. Rerouted primary power corridor for the continuation of service to existing hangars to the south of the proposed hangar/apron development.
 4. It is assumed that street lighting will be needed along the site's access driveway and in its parking lot, but the layout of this element will be shown conceptually under this work authorization, with final design, spacing, specification of fixtures, and associated load calculations being assumed to be part of the design-build effort.

2) To establish the shape and surface gradient for the proposed aircraft parking apron that will lie to the east of the proposed hangar facilities, including the layout of associated

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storm drainage collection system.

- i. The surface gradients will be designed to conform with FAA surface gradient criteria for Airport Design Group B-II aircraft, in accordance with FAA Advisory Circular 150/5300-13A.
 - ii. The way in which the allowable surface gradients must connect to and transition from existing adjacent aircraft parking/maneuvering apron pavements will be used to determine the maximum feasible amount of drop from existing pavement edges that may be achieved while meeting NFPA 409 requirements for positive drainage away from hangar door openings. These criteria will be used to set the location of the eastern face of the proposed hangar facility its anticipated finished floor elevation.
 - iii. A proposed pavement section design will be developed, taking into account the aircraft types mentioned above, and the expectation of fuel truck traffic in the future.

- 3) An automobile access driveway to the hangar facility will be designed, with a CONCEPT LEVEL layout and grading. This access driveway will be designed to connect to the airport's main entrance road that ties into Memorial Boulevard, and/or to connect to a circulation route established for the parking areas to be constructed as part of the airport's terminal site redevelopment that is currently under construction.
 - a. Connectivity for this driveway to the existing aircraft terminal apron at a point north of the existing Hangar 1 (Quonset Hut) will also be considered for airport fuel deliveries. A gate in the airport's perimeter security fence currently exists in this area, and it is anticipated that this access point, or one very near it, will need to be maintained. The connection to the aircraft terminal apron, and the route leading to it will be laid out so that it can accommodate the turning movements of a fuel tank semi-trailer for deliveries to the airport's Jet A and AvGas fuel tanks.
 - b. A proposed pavement section design will be developed, taking into account the occasional nature of heavy loading by fuel delivery truck traffic.
 - c. A detailed parking layout for the proposed hangar facility will not be shown on

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the CONCEPT LEVEL layout, as the number of necessary parking spaces is directly related to the final architectural design of the building and the demands of the building's final use and occupancy. Similarly, considerations for a dumpster enclosure, circulation of the dumpster collection truck, and other building site details will not be included in the CONCEPT LEVEL design but will be assumed to be part of the design-build effort's final design, and not a part of this work authorization. For the purposes of the layouts to be provided in this work authorization, it will be assumed that parking for the hangar facility and any other land-side (as opposed to air-side) access for the facility will be located on the west side of the proposed building footprint and will be designed by the design-build team selected for that final design.

4) The CONCEPT LEVEL design drawings will also account for and communicate the multi-phased nature of the proposed development project. The project is envisioned to ultimately have three phases; however, only the first two are being considered for this initial design package. Major project elements anticipated for construction in each phase are described as follows:

a. Anticipated construction elements in Phase 1:

- i. Construction of just over an acre of new apron at the approximate limits shown, tying into the existing adjacent apron pavements, graded in accordance with FAA Advisory Circular 150/5300-13A.
- ii. Construction of driveway access and parking for the hangar/office building.
- iii. Street lighting along the two-lane access roadway.
- iv. Mechanical access gate for controlled access onto the aircraft parking apron with card-reader, Yelp access for emergency vehicles, and remote push-button opening controlled from the terminal building.
- v. Construction of temporary overhead power to existing Quonset hut ('Hangar 1') building, (to be removed in Phase 2)

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- vi. Construction of temporary overhead power to Automated Weather Observation Station (AWOS) at an existing power pole at the southeast corner of the Quonset hut (to be re-routed in Phase 2).
 - vii. Construction of an electrical power duct bank that will relocate existing overhead power lines currently passing through the site and facilitate the ultimate connection of a new service to the new hangar/office building.
 - 1. The design of the new service for the new building, its capacity, and final location will be subject to the separate design-build contract for the hangar building, and are not included in this work authorization.
 - viii. Construction of sanitary sewer stub-outs, and water supply stubs for the new hangar building
 - 1. Final design of the service connection to the building and the building plumbing systems will be subject to the separate design-build contract for the hangar building, and are not included in this work authorization.
 - ix. Construction of new natural gas lines that will re-route the lines that currently pass through the site as needed to continue to provide service for existing hangar facilities to the south of the proposed hangar site, and facilitate the ultimate connection of new natural gas service connection for the new hangar building.
 - 1. The design of the new service for the new building, its capacity, and final location will be subject to the separate design-build contract for the hangar building, and are not included in this work authorization.
 - x. Construction of the new approximately 16,000 (+/-) square foot metal hangar building with 3,000(+/-) adjoining office/storage space.
- b. Anticipated construction elements in Phase 2:

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- i. Demolition of existing 9,600 square foot Hangar 1 (Quonset hut) building with associated 1200 square foot office/storage areas.
 - ii. Grading and paving approximately a half-acre of apron infill apron space bounded by existing apron edges and Phase 1 pavement limits.
 - iii. Temporary overhead power to a pole on the southeast side of the building (for AWOS system) to be re-supplied via new underground ducts crossing under the new apron area within the demolished Hangar 1 footprint.
- c. Anticipated future Phase 3 work (Future work by others, Not-in-Contract):
- i. An exhibit drawing of the site included with this work authorization was developed at a preliminary planning phase of the project's conceptual development and depicts a fuel farm and fuel delivery tanker truck turn-around area that is now no longer envisioned to be an element of this site development.
 - ii. The current plan for expanded fuel storage at the airport is for the airport's current fuel farm to be expanded, with the setting of two new fuel tanks (1 AvGas and 1 JetA tank) adjacent to the current fuel storage area.
 - iii. Planning for the layout of future fuel farm tank locations will be taken into consideration when performing the CONCEPT LEVEL design for the driveway and gated access for fuel tanker trucks onto the existing aircraft parking apron.

I. BASIC SERVICES

1. PROJECT DEVELOPMENT PHASE
 - A. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
 - B. Advise the OWNER as to the necessity of OWNER's providing or obtaining from others data or services required for the Project other than those provided for herein by the ENGINEER and act as OWNER's representative in connection with any such services.

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- C. Provide analyses of OWNER's needs to perform planning surveys, site evaluations and comparative studies of prospective alternatives and solutions.
 - D. Prepare schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the solutions available to OWNER and setting forth ENGINEER's findings.
 - E. Examine viable alternatives and advise the OWNER of those that are compatible with the budget and schedule requirements.
 - F. Attend a pre-design conference/project kick-off meeting at the Project site with the OWNER, State, and other interested parties to review the requirements and schedule for the Project.
2. PRELIMINARY DESIGN PHASE
- A. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
 - B. Based on the information contained in the preliminary design documents and data from site investigations, submit an updated opinion of Project quantities and an Engineer's opinion of probable construction cost.
 - C. Furnish three (3) copies of the above preliminary design documents and present and review them with OWNER and state.
3. FINAL DESIGN PHASE
- A. No Final Design Phase services are included in this work authorization.
4. CONSTRUCTION CONTRACT BID AND AWARD PHASE
- A. ENGINEER shall be available to assist the OWNER during the OWNER's process of soliciting design-build contract proposals, for advising on answers to technical questions pertaining to the civil engineering site design.
 - B. Attend a pre-bid conference at the Project site.
 - C. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter

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called "Contractor(s)") for those portions of the work as to which such acceptability is required by the civil engineering site design components of the bidding documents.

- D. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

5. CONSTRUCTION ADMINISTRATION PHASE

- A. No Construction Administration Phase services are included in this work authorization.

OWNER'S RESPONSIBILITIES

OWNER shall:

- A. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- B. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. Furnish to ENGINEER upon his request, as required for performance of ENGINEER's Scope of Services, any existing available data in the OWNER's possession prepared by the OWNER or by others, including without limitation core borings, probes and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys;

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property description; zoning, deed and other land use restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing his services.

END OF ATTACHMENT A

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - LABOR DETAIL

**MURFREESBORO MUNICIPAL AIRPORT
SOUTH TERMINAL APRON AREA DEVELOPMENT
TAD # 75-555-XXX-19 (TBD)**

I. BASIC SERVICES		MANHOURS BY CLASSIFICATION								
ITEM NO.	TASK	DIVISION MANAGER	PROJECT MANAGER	QC REVIEW MANAGER	SR. ENGR. IV	SR. ENGR. I	ENGR. II	SR. CAD DESIGNER	CAD DESIGNER I	ADMIN ASSISTANT

PHASE I - PRELIMINARY DESIGN (30%)

1	Prepare agenda, Conduct, and Document Kick-off Meeting			6			3			
2	Coordinate with subconsultant for Geotechnical Investigation			4			2			
3	Coordinate Initial Building Footprint and Utility Requirements with Owner and Prospective Tenant			6	8	4	4	4		
4	Coordinate Survey with subconsultant, Import Survey info Into base maps			8		2		12		
5	Site Visit to Confirm Survey Incorporation - Utility Locations			3			3			
6	Review Geotechnical Data / Preliminary Pavement Analysis			2		2				
7	Determine apron/taxilane pavement section			2		6				
8	Determine roadway/parking area pavement sections			2		6				
9	Design & Prepare 30% Progress Plans (approx. 30 Civil sheets total, some not included in preliminary submittal):		24		8	14	34	40	32	
	> Title Sheet								2	
	> Index of Drawings and Schedule of Quantities (to preliminary level of completion)						2		2	
	> General Notes (to preliminary level of completion)		1				2		2	
	> Project Layout Plan - Staging/Access/Haul Routes (to preliminary level of completion)		1				4			
	> Construction Phasing & Sequencing (not included with prelim design)									
	> Safety Notes and Details (to preliminary level of completion)		1						2	
	> Existing Condition Plans (to preliminary level of completion)		4			2	6	8	16	
	> Demolition Plans (to preliminary level of completion)		3			2	4		8	
	> Site Grading and Drainage Plans (rough order of magnitude grading for prelim design)		4			4		24		
	> Initial P&C Plans (not included with prelim design)									
	> Final P&C Plans and details (not included with prelim design)									
	> Utility Plans - Water, Sewer, Gas, Electric (only overall plan included for prelim)		8		4	4	8	8		
	> Utility Details - Water, Sewer, Gas, Electric (not included with prelim design)									
	> Typical Sections and Pavement Details (to preliminary level of completion)		2		4	2	8			
	> Storm Drainage Details and Profiles (not included with prelim design)									
10	Prepare List of Technical Specifications and Project Pay Items		1			2				
11	Prepare Concept Level Cost Estimate		2			6			4	
12	In-House QCAP Review		2	4		2			2	
13	Preparation for and Attendance at 30% Design Review Meeting		5				3			
14	Incorporate Comments from QCAP and Review Meeting		2			2	4	2	6	
15	Process Subconsultant Invoices / General Project Admin	2	8			8				2
	TOTAL HOURS:	2	77	4	16	54	53	58	44	2
	LABOR RATE	\$254.00	\$171.00	\$153.00	\$219.00	\$130.00	\$104.50	\$113.00	\$87.50	\$88.00
	EXTENDED TOTAL:	\$ 508.00	\$ 13,167.00	\$ 612.00	\$ 3,504.00	\$ 7,020.00	\$ 5,538.50	\$ 6,554.00	\$ 3,850.00	\$ 176.00
	ATKINS LABOR SUBTOTAL:									\$ 40,929.50

PRELIMINARY DESIGN LABOR SUBTOTAL (ROUNDED): \$40,930.00

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - LABOR DETAIL

**MURFREESBORO MUNICIPAL AIRPORT
SOUTH TERMINAL APRON AREA DEVELOPMENT
TAD # 75-555-XXX-19 (TBD)**

I. BASIC SERVICES		MANHOURS BY CLASSIFICATION								
ITEM NO.	TASK	DIVISION MANAGER	PROJECT MANAGER	QC REVIEW MANAGER	SR. ENGR. IV	SR. ENGR. I	ENGR. II	SR. CAD DESIGNER	CAD DESIGNER I	ADMIN ASSISTANT
PHASE II - DESIGN DEVELOPMENT (60%)										
1	Coordination with Local Codes and Utility Depts, and Power Company Representatives		4				2			
2	Coordination with Local Stormwater Representatives		4				2			
3	Coordinate Building Footprint Layout Changes and Utility Requirements with Owner and Prospective Tenant		8			2	4	6		
4	Design & Prepare 60% Progress Plans (approx. 30 Civil sheets total):		18		6	8	19	16	22	
	> Title Sheet									
	> Index of Drawings and Schedule of Quantities (to 60% level of completion)						1			
	> General Notes (to 60% level of completion)		1				1			
	> Project Layout Plan - Staging/Access/Haul Routes (to 60% level of completion)		2				2			
	> Construction Phasing & Sequencing (to 60% level of completion)		2				4		4	
	> Safety Notes and Details (to 60% level of completion)		1						2	
	> Existing Condition Plans (to 60% level of completion)						1		2	
	> Demolition Plans (to 60% level of completion)						4		4	
	> Site Grading and Drainage Plans (to 60% level of completion)		6			4		16		
	> Utility Plans - Water, Sewer, Gas, Electric (to 60% level of completion)		4		6		6		8	
	> Typical Sections and Pavement Details (to 60% level of completion)		2			4			2	
5	Prepare Technical Specifications to 60% level of completion		2			6				4
6	Prepare 60% Cost Estimate		2			6	4		4	
7	In-House QCAP Review		2	6		2			2	
8	Preparation for and Attendance at 60% Design Review Meeting		5				3			
9	Incorporate Comments from QCAP and Review Meeting		4			6	12	6	12	
10	Process Subconsultant Invoices / General Project Admin	4	8			8				2
	TOTAL HOURS:	4	57	6	6	38	46	28	40	6
	LABOR RATE	\$254.00	\$171.00	\$153.00	\$219.00	\$130.00	\$104.50	\$113.00	\$87.50	\$88.00
	EXTENDED TOTAL:	\$ 1,016.00	\$ 9,747.00	\$ 918.00	\$ 1,314.00	\$ 4,940.00	\$ 4,807.00	\$ 3,164.00	\$ 3,500.00	\$ 528.00
	ATKINS LABOR SUBTOTAL:									\$ 29,934.00

PRELIMINARY DESIGN LABOR SUBTOTAL (ROUNDED): \$29,934.00

PHASE III - FINAL DESIGN (Not included in this work authorization)

PHASE IV - CONSTRUCTION CONTRACT BID AND AWARD PHASE SERVICES

90% DESIGN PHASE

1	Prepare for and Attend PreBid Conference		6				6			
2	Respond to Bidder Questions / Requests for Information (RFIs)		10			4	4	4		
3	Prepare Addendums		10			3	4		12	
4	General Project Admin	4	8			8				2
	TOTAL HOURS:	4	34	0	0	15	14	4	12	2
	LABOR RATE	\$254.00	\$171.00	\$153.00	\$219.00	\$130.00	\$104.50	\$113.00	\$87.50	\$88.00
	EXTENDED TOTAL:	\$1,016.00	\$5,814.00	\$0.00	\$0.00	\$1,950.00	\$1,463.00	\$452.00	\$1,050.00	\$176.00
	ATKINS LABOR SUBTOTAL:									\$11,921.00

FINAL DESIGN/BID LABOR SUBTOTAL (ROUNDED): \$ 11,921.00

LABOR SUBTOTAL (ROUNDED): \$82,785.00

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - EXPENSE DETAIL

**MURFREESBORO MUNICIPAL AIRPORT
SOUTH TERMINAL APRON AREA DEVELOPMENT
TAD # 75-555-XXX-19 (TBD)**

TRIP SUMMARY TABLE

Reference Task No.	Trip Purpose	PHASE I - PRELIMINARY DESIGN (30%)			PHASE II - DESIGN DEVELOPMENT (60%)			PHASE IV - CONSTRUCTION CONTRACT BID AND AWARD PHASE SERVICES		
		No. of Team Personnel	No. of Car Trips	No. of Overnight Stays	No. of Team Personnel	No. of Car Trips	No. of Overnight Stays	No. of Team Personnel	No. of Car Trips	No. of Overnight Stays
I.1	Kick-off Design Meeting	2	1	0	0	0	0	0	0	0
I.4	On-Site Survey Incorp Review	2	2	0	0	0	0	0	0	0
I.17, I.18	Coord. Mtg with Utilities	2	3	0	0	0	0	0	0	0
I.13	30% Design Review Meeting	2	1	0	0	0	0	0	0	0
III.12	Pre-Bid Meeting	0	0	0	0	0	0	2	1	0
Totals:		8	7	0	0	0	0	2	1	0

PRELIMINARY DESIGN EXPENSES

<u>Travel 30% Design</u>		<u>Unit Cost</u>	<u>Units</u>	<u>Extended Totals</u>
Airfare		\$ 450.00	0	\$ -
Hotel		\$ 162.00	0	\$ -
Rental Car		\$ 45.00	0	\$ -
Company Vehicle Mileage (@ 60 mi./trip)		\$ 0.545	420	\$ 228.90
Meals & Incidentals		\$ 59.00	0	\$ -
M&IE 1st Day/Last Day		\$ 44.25	0	\$ -
Travel Subtotal				\$ 228.90
<u>Printing/Postage 30% Design</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Sets</u>	<u>Extended Totals</u>
Printing 8.5x11	30	\$ 0.13	4	\$ 15.60
Printing 11x17	30	\$ 0.19	4	\$ 22.80
Plotting Large Format 22x34	4	\$ 3.42	4	\$ 54.72
Binding	0	\$ 3.50	4	\$ -
Postage	0	\$ 15.00	4	\$ -
Printing/Postage Subtotal				\$ 93.12
Subtotal Estimated Direct Costs 30% Design:				\$ 322.02
PRELIMINARY DESIGN EXPENSES SUBTOTAL (ROUNDED):				\$ 325.00

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - EXPENSE DETAIL

**MURFREESBORO MUNICIPAL AIRPORT
SOUTH TERMINAL APRON AREA DEVELOPMENT
TAD # 75-555-XXX-19 (TBD)**

DESIGN DEVELOPMENT EXPENSES

<u>Travel 60% Design</u>		<u>Unit Cost</u>	<u>Units</u>	<u>Extended Totals</u>
Airfare	\$	450.00	0	\$ -
Hotel	\$	162.00	0	\$ -
Rental Car	\$	45.00	0	\$ -
Company Vehicle Mileage (@ 60 mi./trip)	\$	0.545	60	\$ 32.70
Meals & Incidentals	\$	59.00	0	\$ -
M&IE 1st Day/Last Day	\$	44.25	0	\$ -
Travel Subtotal				\$ 32.70
<u>Printing/Postage 60% Design</u>		<u>Unit Cost</u>	<u>Sets</u>	<u>Extended Totals</u>
Printing 8.5x11		\$ 0.13	4	\$ 28.60
Printing 11x17		\$ 0.19	4	\$ 22.80
Plotting Large Format 22x34		\$ 3.42	2	\$ 13.68
Binding		\$ 3.50	4	\$ -
Postage		\$ 15.00	4	\$ -
Printing/Postage Subtotal				\$ 65.08
Subtotal Estimated Direct Costs 60% Design:				\$ 97.78
PRELIMINARY DESIGN EXPENSES SUBTOTAL (ROUNDED):				\$ 100.00

ATTACHMENT B - ENGINEER'S ESTIMATE OF COMPENSATION - EXPENSE DETAIL

**MURFREESBORO MUNICIPAL AIRPORT
SOUTH TERMINAL APRON AREA DEVELOPMENT
TAD # 75-555-XXX-19 (TBD)**

BID PHASE EXPENSES

Travel 90%/100% Design/Bid				
		<u>Unit Cost</u>	<u>Units</u>	<u>Extended Totals</u>
Airfare		\$ 450.00	0	\$ -
Hotel		\$ 162.00	0	\$ -
Rental Car		\$ 45.00	0	\$ -
Company Vehicle Mileage (@ 60 mi./trip)		\$ 0.545	60	\$ 32.70
Meals & Incidentals		\$ 59.00	0	\$ -
M&IE 1st Day/Last Day		\$ 44.25	0	\$ -
Travel Subtotal				\$ 32.70
Printing/Postage 90%/100% Design/Bid				
	<u>Units</u>	<u>Unit Cost</u>	<u>Sets</u>	<u>Extended Totals</u>
Printing 8.5x11	55	\$ 0.13	6	\$ 42.90
Printing 11x17	30	\$ 0.19	6	\$ 34.20
Plotting Large Format 22x34	2	\$ 3.42	2	\$ 13.68
Binding	1	\$ 3.50	6	\$ 21.00
Postage	0	\$ 15.00	0	\$ -
Printing/Postage Subtotal				\$ 111.78
Subotal Estimated Direct Costs 90%/100% Design/Bid:				\$ 144.48
FINAL DESIGN/BID EXPENSES SUBTOTAL (ROUNDED):				\$ 145.00
EXPENSES SUBTOTAL (ROUNDED):				\$ 570.00

ATTACHMENT B - ATKINS FEE PROPOSAL SUMMARY

MURFREESBORO MUNICIPAL AIRPORT
SOUTH TERMINAL APRON AREA DEVELOPMENT
TAD # 75-555-XXX-19 (TBD)

PROJECT / TASK	ATKINS LABOR TOTAL	EXPENSES	SUBCONSULT. FEE	TOTAL FEE (\$)	DBE TOTAL (\$)	EST. DBE PERCENT.
PHASE I - PRELIMINARY DESIGN (30%)						
ATKINS	\$40,930.00	\$ 325.00		\$ 41,255.00		
Non-DBE Firms:						
None				\$ -		
DBE Firms:						
None				\$ -	\$ -	
Subtotal PHASE I	\$ 40,930.00	\$ 325.00	\$ -	\$ 41,255.00	\$ -	0.0%
PHASE II - DESIGN DEVELOPMENT (60%)						
ATKINS	\$29,934.00	\$ 100.00		\$ 30,034.00		
Non-DBE Firms:						
None				\$ -		
DBE Firms:						
None				\$ -	\$ -	
Subtotal PHASE II	\$ 29,934.00	\$ 100.00	\$ -	\$ 30,034.00	\$ -	0.0%
PHASE III - FINAL DESIGN (Not included in this work authorization)						
PHASE IV - CONSTRUCTION CONTRACT BID AND AWARD PHASE SERVICES						
ATKINS	\$ 11,921.00	\$ 145.00		\$ 12,066.00		
Non-DBE Firms:						
None				\$ -		
DBE Firms:						
None				\$ -	\$ -	
Subtotal PHASE II	\$ 11,921.00	\$ 145.00	\$ -	\$ 12,066.00	\$ -	0.0%

ATTACHMENT B - ATKINS FEE PROPOSAL SUMMARY

**MURFREESBORO MUNICIPAL AIRPORT
SOUTH TERMINAL APRON AREA DEVELOPMENT
TAD # 75-555-XXX-19 (TBD)**

PROJECT / TASK	ATKINS LABOR TOTAL	EXPENSES	SUBCONSULT. FEE	TOTAL FEE (\$)	DBE TOTAL (\$)	EST. DBE PERCENT.
PHASE V - CONSTRUCTION PHASE SUPPORT (Not included in this work authorization)						
ATKINS				\$ -		
Non-DBE Firms:						
None						
DBE Firms:						
None						
Subtotal PHASE III	\$ -	\$ -	\$ -	\$ -		
BASIC SERVICES TOTALS	\$ 82,785.00	\$ 570.00	\$ -	\$ 83,355.00	\$ -	0.00%
SPECIAL SERVICES						
Expenses:						
Miscellaneous Permitting		\$ 0.00		\$ 0.00		
Sub-total Expenses:		\$ 0.00		\$ 0.00		
Special Services:						
Field Run Surveys - L.I. Smith & Associates (quote)			\$ 5,880.00	\$ 5,880.00	\$ -	0.00%
Geotechnical Investigations- KS Ware & Assoc. (quote)			\$ 12,999.00	\$ 12,999.00	\$ 12,999.00	12.71%
Resident Project Representative (RPR) Services (Not included)			\$ -	\$ -	\$ -	0.00%
Subtotal:	\$ -		\$ 18,879.00	\$ 18,879.00	\$ 12,999.00	
SPECIAL SERVICES TOTALS	\$ -	\$ 0.00	\$ 18,879.00	\$ 18,879.00	\$ 12,999.00	
TOTAL COMBINED						
BASIC SERVICES + SPECIAL SERVICES TOTALS	\$ 82,785.00	\$ 570.00	\$ 18,879.00	\$ 102,234.00	\$ 12,999.00	12.7%

COUNCIL COMMUNICATION

Meeting Date: 8/22/2019

Item Title: Purchase of Two 2019 Ford Trucks

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"/>

Summary

Purchase two vehicles for the Fire Rescue Department

Staff Recommendation

Approve the cooperative purchase of two 2019 Ford trucks from Ford of Murfreesboro through the State Tennessee

Background Information

Two vehicles are included in MFRD's FY20 Budget. MFRD plans to purchase one 2019 Ford F-350 and one 2019 F-150. These trucks will be used by the Community Risk Reduction Division. A 2000 Ford F-150 and a 2006 Ford F-350 will be replaced due to high mileage and repair costs.

The vehicles are included on the state contract with Ford of Murfreesboro. Vehicles will be purchased under a State Contract pursuant to the City's purchasing policy.

Council Priorities Served

Safe and Livable Neighborhoods

Provides personnel with vehicles to perform their jobs.

Fiscal Impact

Total cost of the vehicles is \$68,209. The budgeted amount for this purchase is \$63,800. The Fleet Department recommended adding the Police Responder package to increase the life of the brakes. The additional cost will come from MFRD operating budget savings.

Attachments

1. State of Tennessee Contract No. 056446 with Ford of Murfreesboro
2. Contract between City of Murfreesboro and Ford of Murfreesboro
3. Price Sheet Attachment to State of Tennessee contract
4. Price Quotes 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

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TT OF F. MURFREESBORO, INC dba FORD OF MURFREESBORO
FOR PURCHASE OF VEHICLES**

This Contract is entered into and effective as of the 31st day of January 2019, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **TT OF F. MURFREESBORO, INC dba FORD OF MURFREESBORO**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract 056446 with Ford of Murfreesboro*
- *Price Sheet Attachment to State of Tennessee Contract 056446 with Ford of Murfreesboro*
- *Price Quote Sheet from Ford of Murfreesboro for Police Vehicles & Facility Maintenance Vehicle*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's State of Tennessee Contract 056446 with Ford of Murfreesboro*
- *Fourth, Price Sheet Attachment to State of Tennessee Contract 056446 with Ford of Murfreesboro*
- *Lastly, Price Quote Sheet from Ford of Murfreesboro for Police Vehicles & Facility Maintenance Vehicle*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase thirty-five (35) police SUV's, one (1) Utility Van, and one (1) 2019 Ford F-250 Regular Cab 4x2 as set forth in the State of Tennessee Contract 056446 with Ford of Murfreesboro, Contractor's Price Quote Sheets. Furthermore, the City may utilize this Contract to procurement additional vehicles from Contractor per the State of Tennessee Contract 0564456 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this contract shall be from January 17, 2019 to the expiration of the State of Tennessee Contract 0564456, September 30, 2019. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate,

stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

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

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

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote Sheet from Ford of Murfreesboro for the Police Department Vehicles which reflects a purchase price of \$1,122,273 and the Price Quote Sheet from Ford of Murfreesboro for the Facilities Maintenance Vehicle which reflects a purchase price of \$34,349.00. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries of all items for the Murfreesboro Police Department shall be made at 1004 N. Highland Avenue, Murfreesboro, TN 37130. Contact Person for Murfreesboro Police Department Sgt. Sam Campbell (tel. 615-971-6116; email. scampbell@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries of all items for Murfreesboro Facilities Maintenance shall be made at 620 W. Main Street, Murfreesboro, TN 37130. Contact Person for Murfreesboro Facility Maintenance Bo Jones (tel. 629-335-0069 email. jjones@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.

5. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination

with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

Notices to City shall be sent to:

Department: City of Murfreesboro Administration

Attention: City Manager

Address: Post Office Box 1139

111 West Vine Street

Murfreesboro, TN 37133-1139

Notices to Contractor shall be sent to:

Contractor: Ford of Murfreesboro

Attention: Keith McCullough, Fleet Sales Manager

Address: 1550 N.W. Broad St.

Murfreesboro, TN 37129-1709

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

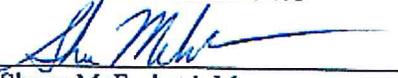
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

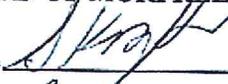
[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of January 31, 2019 (the "Effective Date").

CITY OF MURFREESBORO

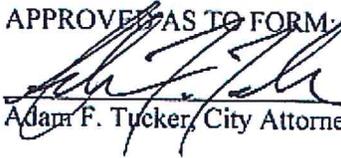
By: 
Shane McFarland, Mayor

**TT OF F. MURFREESBORO, INC dba
FORD OF MURFREESBORO**

By: 

Its: Fleet Director

APPROVED AS TO FORM


Adam F. Tucker, City Attorney

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)	\$ 31,805.00	\$ 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)	\$ 37,960.00	\$ 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	\$ 48,780.00	\$ 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
CMAX ENERGI HYBRID	Sedan			
	P5A-200A	5DR, SE, HATCHBACK, 2.0L HYBRID	\$ 25,170.00	\$ 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, 1.5I 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	\$ 29,280.00	\$ 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, ENERGI	\$ 32,300.00	\$ 26,552.00
TAURUS	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
EcoSport	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
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	\$ 21,806.00
	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	\$ 25,861.00
	K6C-200A	4DR, AWD, SEL, 3.5L V-6, AUTOMATIC	\$ 35,965.00	\$ 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	\$ 53,060.00	\$ 36,741.00
	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	\$ 58,630.00	\$ 45,001.00
	K1J-200A	4DR, 4X4 XLT EL,3.5L ECOBOOST, 6-SPD AUTO (w/Tow pkg)	\$ 60,225.00	\$ 46,493.00
F150	Lt. Truck			
	F1C-100A	4X2 R/C XL, 122", 5.0I V-8, 10-SPD AUTO	\$ 32,705.00	\$ 22,010.00
	F1C-100A	4X2 R/C XL, 141", 5.0L V8, 10-SPD AUTO	\$ 33,005.00	\$ 22,275.00
	F1E-100A	4X4 R/C XL, 122", 5.0 V8, 10-SPD AUTO	\$ 36,510.00	\$ 24,728.00
	F1E-100A	4X4 R/C XL, 122", 5.0 V8, 10-SPD AUTO (w/Tow Pkg)	\$ 37,605.00	\$ 24,528.00
	F1E-100A	4X4 R/C XL, 141", 5.0 V8, 10-SPD AUTO	\$ 36,810.00	\$ 24,993.00
	F1E-100A	4X4 R/C XL, 141", 5.0 V8, 10-SPD AUTO (w/Tow Pkg)	\$ 37,905.00	\$ 24,793.00
	X1C-100A	4X2 S/C XL, 145", 5.0 V8, 10-SPD AUTO	\$ 36,990.00	\$ 23,186.00
	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	\$ 39,580.00	\$ 26,331.00
	X1E-100A	4X4 S/C XL, 145", 5.0L V8, 10-SPD AUTO (w/Tow Pkg)	\$ 40,675.00	\$ 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	\$ 36,815.00	\$ 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	\$ 46,920.00	\$ 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	\$ 42,665.00	\$ 29,633.00
	W2B-600A	4X4 CREW/C XL, 160", 6.7L DIESEL, 6-SPD AUTO	\$ 51,460.00	\$ 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	\$ 46,160.00	\$ 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	\$ 46,300.00	\$ 30,844.00
	W2B-603A	4X4 CREW/C XLT, 176", 6.7L DIESEL, 6-SPD AUTO	\$ 55,155.00	\$ 38,548.00
F-350 SUPER DUTY PICK UP- SRW	Lt. Truck			
	F3A-610A	4X2 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO	\$ 36,945.00	\$ 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	\$ 48,490.00	\$ 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	\$ 39,285.00	\$ 26,907.00
	X3A-610A	4X2 S/C XL, 148", 6.7L DIESEL, 6-SPD AUTO	\$ 48,080.00	\$ 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
F-350/450 SUPER DUTY PICK UP - DRW	Lt. Truck			
	F3C-620A	4X2 SD R/C XL, 142", 6.2L V8, 6-SPD AUTO	\$ 38,395.00	\$ 23,226.00
	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	\$ 40,560.00	\$ 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	\$ 52,085.00	\$ 36,251.00
	X3D-623A	4X4 S/C XLT, 164", 6.2L V8, 6-SPD AUTO	\$ 46,945.00	\$ 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	\$ 57,290.00	\$ 44,010.00
	W4D-673A	4X4 CREW XLT TRIM 176", DIESEL , AUTOMATIC	\$ 60,550.00	\$ 47,112.00
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	\$ 26,186.00
	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	\$ 50,282.00	\$ 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	\$ 43,630.00	\$ 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
F-450 Chassis Cab	Lt Duty		
F4G-650A	4x2 CHAS/C xl 145' 6.8L V10 6-SPD AUTO	\$ 40,780.00	\$ 31,593.00
F4G-650A	4x2 CHAS/C xl 145' 6.7L DIESEL 6-SPD AUTO	\$ 49,465.00	\$ 39,203.00
F4G-650A	4x2 CHAS/C xl 169' 6.8L V10 6-SPD AUTO	\$ 40,950.00	\$ 31,742.00
F4G-650A	4x2 CHAS/C xl 169' 6.7L DIESEL 6-SPD AUTO	\$ 49,635.00	\$ 39,352.00
F4G-650A	4x2 CHAS/C xl 193' 6.8L V10 6-SPD AUTO	\$ 41,125.00	\$ 31,895.00
F4G-650A	4x2 CHAS/C xl 193' 6.7L DIESEL 6-SPD AUTO	\$ 49,810.00	\$ 39,505.00
F4G-650A	4x2 CHAS/C xl 205' 6.8L V10 6-SPD AUTO	\$ 41,305.00	\$ 32,053.00
F4G-650A	4x2 CHAS/C xl 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 xl 145' 6.8L V10 6-SPD AUTO	\$ 43,675.00	\$ 34,833.00
F4H-650A	4x4 CHAS/C xl 145' 6.7L DIESEL 6-SPD AUTO	\$ 52,545.00	\$ 42,601.00
F4H-650A	4x4 CHAS/C xl 169' 6.8L V10 6-SPD AUTO	\$ 43,850.00	\$ 34,986.00
F4H-650A	4x4 CHAS/C xl 169' 6.7L DIESEL 6-SPD AUTO	\$ 52,720.00	\$ 42,754.00
F4H-650A	4x4 CHAS/C xl 193' 6.8L V10 6-SPD AUTO	\$ 44,025.00	\$ 35,141.00
F4H-650A	4x4 CHAS/C xl 193' 6.7L DIESEL 6-SPD AUTO	\$ 52,895.00	\$ 42,909.00
F4H-650A	4x4 CHAS/C xl 205' 6.8L V10 6-SPD AUTO	\$ 44,200.00	\$ 35,294.00
F4H-650A	4x4 CHAS/C xl 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	\$ 53,830.00	\$ 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	\$ 46,565.00	\$ 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	\$ 45,069.00
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	\$ 43,910.00

X4H-653A	4x4 S/C XLT 192' 6.8L V10 6-SPD AUTO	\$ 48,920.00	\$ 36,296.00
X4H-653A	4x4 S/C XLT 192' 6.7L DIESEL 6-SPD AUTO	\$ 57,790.00	\$ 44,064.00
W4G-650A	4x2 CRW xl 179" 6.8L V10 6-SPD AUTO	\$ 44,135.00	\$ 34,531.00
W4G-650A	4x2 CRW xl 179" 6.7L DIESEL 6-SPD AUTO	\$ 52,820.00	\$ 42,141.00
W4G-650A	4x2 CRW xl 203" 6.8L V10 6-SPD AUTO	\$ 44,315.00	\$ 34,689.00
W4G-650A	4x2 CRW xl 203" 6.7L DIESEL 6-SPD AUTO	\$ 53,000.00	\$ 42,299.00
W4G-653A	4x2 CRW 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 xl 179" 6.8L V10 6-SPD AUTO	\$ 47,735.00	\$ 38,388.00
W4H-650A	4x4 CRW xl 179" 6.7L DIESEL 6-SPD AUTO	\$ 56,605.00	\$ 46,156.00
W4H-650A	4x4 CRW xl 203" 6.8L V10 6-SPD AUTO	\$ 47,910.00	\$ 38,541.00
W4H-650A	4x4 CRW xl 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
F-550 Chassis Cab			
	Lt Duty		
F5G-660A	4x2 CHAS/C xl 145' 6.8L V10 6-SPD AUTO	\$ 41,875.00	\$ 32,554.00
F5G-660A	4x2 CHAS/C xl 145' 6.7L DIESEL 6-SPD AUTO	\$ 50,560.00	\$ 40,164.00
F5G-660A	4x2 CHAS/C xl 169' 6.8L V10 6-SPD AUTO	\$ 42,050.00	\$ 32,707.00
F5G-660A	4x2 CHAS/C xl 169' 6.7L DIESEL 6-SPD AUTO	\$ 50,735.00	\$ 40,317.00
F5G-660A	4x2 CHAS/C xl 193 6.8L V10 6-SPD AUTO	\$ 42,225.00	\$ 32,861.00
F5G-660A	4x2 CHAS/C xl 193' 6.7L DIESEL 6-SPD AUTO	\$ 50,910.00	\$ 40,471.00
F5G-660A	4x2 CHAS/C xl 205' 6.8L V10 6-SPD AUTO	\$ 42,400.00	\$ 33,014.00
F5G-660A	4x2 CHAS/C xl 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	\$ 43,790.00	\$ 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 XLT193 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 xl 145' 6.8L V10 6-SPD AUTO	\$ 44,780.00	\$ 35,803.00
F5H-660A	4x4 CHAS/C xl 145' 6.7L DIESEL 6-SPD AUTO	\$ 53,650.00	\$ 43,571.00
F5H-660A	4x4 CHAS/C xl 169' 6.8L V10 6-SPD AUTO	\$ 44,950.00	\$ 35,952.00
F5H-660A	4x4 CHAS/C xl 169' 6.7L DIESEL 6-SPD AUTO	\$ 53,820.00	\$ 43,720.00
F5H-660A	4x4 CHAS/C xl 193 6.8L V10 6-SPD AUTO	\$ 45,125.00	\$ 36,105.00
F5H-660A	4x4 CHAS/C xl 193' 6.7L DIESEL 6-SPD AUTO	\$ 53,995.00	\$ 43,873.00
F5H-660A	4x4 CHAS/C xl 205' 6.8L V10 6-SPD AUTO	\$ 45,305.00	\$ 36,263.00
F5H-660A	4x4 CHAS/C xl 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 XLT193 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	\$ 37,176.00
X5H-663A	4x4 S/C XLT 192' 6.7L DIESEL 6-SPD AUTO	\$ 58,790.00	\$ 44,944.00
W5G-660A	4x2 CRW xl 179" 6.8L V10 6-SPD AUTO	\$ 45,235.00	\$ 35,497.00
W5G-660A	4x2 CRW xl 179" 6.7L DIESEL 6-SPD AUTO	\$ 53,920.00	\$ 43,107.00
W5G-660A	4x2 CRW xl 203" 6.8L V10 6-SPD AUTO	\$ 45,410.00	\$ 35,650.00
W5G-660A	4x2 CRW xl 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 xl 179" 6.8L V10 6-SPD AUTO	\$ 48,835.00	\$ 39,353.00
	W5H-660A	4x4 CRW xl 179" 6.7L DIESEL 6-SPD AUTO	\$ 57,705.00	\$ 47,121.00
	W5H-660A	4x4 CRW xl 203" 6.8L V10 6-SPD AUTO	\$ 49,015.00	\$ 39,511.00
	W5H-660A	4x4 CRW xl 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
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	\$ 36,165.00	\$ 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	\$ 37,615.00	\$ 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	\$ 28,498.00
	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	\$ 49,285.00	\$ 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	\$ 28,790.00	\$ 18,946.00
R7P-501A	CUTAWAY, LWB, 3.2L DIESEL AUTO	\$ 32,785.00	\$ 20,152.00
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	\$ 36,970.00	\$ 26,913.00
W9C-101A	MEDIUM ROOF, CARGO, SWB, SLIDING DOORS 3.5L ECOBOOST, AUTO	\$ 38,835.00	\$ 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	\$ 28,405.00
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	\$ 30,063.00
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	\$ 46,115.00	\$ 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	\$ 27,297.00
X2Z-301a	LOW ROOF, WAGON XL, LWB, 60/40 SIDE DOORS 3.5L ECOBOOST, AUTO	\$ 42,965.00	\$ 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	\$ 40,980.00	\$ 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	\$ 43,880.00	\$ 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 xl SLIDING DOOR, 3.7L AUTO	\$ 45,030.00	\$ 33,182.00
U4X-301A	HIGH ROOF, HD EL WAGON LWB DRW xl SLIDING DOOR, 3.5L ECOBOOST AUTO	\$ 46,940.00	\$ 34,011.00
U4X-301A	HIGH ROOF, HD EL WAGON LWB DRW xl 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	\$ 30,895.00	\$ 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	\$ 36,148.00	\$ 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:
Murfreesboro Fire Dept.
Attn: Carl Peas

DATE | 8/1/2019
F.O.B.
TERMS | 30 Days ARO
DELIVERY | TBD
NUMBER | MUR006

We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
W3B	1	2019 Ford F-350 Crew Cab 4x4 XLT	\$32,069.00	\$32,069.00
OPTIONS	1	Additional Factory Options	\$990.00	\$990.00
UPFIT		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			\$33,059.00	\$33,059.00

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

August 1, 2019

DATE



Prepared by: Jason McCullough

08/01/2019

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT (W3B)

Price Level: 950

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W3B	Base Vehicle Price (W3B)	\$45,840.00
Packages		
613A	Order Code 613A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel <i>Flex-Fuel badge on fleet orders only.</i> - Transmission: TorqShift 6-Speed Automatic (6R140) <i>Includes SelectShift.</i> - 3.73 Axle Ratio - GVWR: 10,900 lb Payload Package - Tires: LT275/65Rx18E BSW A/S - Wheels: 18" Sparkle Silver Painted Cast Aluminum <i>Includes bright hub covers/center ornaments.</i> - Cloth 40/20/40 Split Bench Seat <i>Includes 20% locking center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar.</i> - Radio: AM/FM Stereo/MP3 Player <i>Includes 7 speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i> - SiriusXM Radio <i>Includes a 6-month prepaid subscription. Services are not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc.</i>	N/C
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel <i>Flex-Fuel badge on fleet orders only.</i>	Included
44P	Transmission: TorqShift 6-Speed Automatic (6R140) <i>Includes SelectShift.</i>	Included
X37	3.73 Axle Ratio	Included
STDGV	GVWR: 10,900 lb Payload Package	Included
Wheels & Tires		
TCH	Tires: LT275/65Rx18E BSW A/S	Included
648	Wheels: 18" Sparkle Silver Painted Cast Aluminum <i>Includes bright hub covers/center ornaments.</i>	Included

Prices and content availability as shown are subject to change 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 or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

08/01/2019

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT (W3B)

Price Level: 950

As Configured Vehicle (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
3	Cloth 40/20/40 Split Bench Seat <i>Includes 20% locking center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included
Other Options		
160WB	160" Wheelbase	STD
18D	6" Angular Chrome Extended Running Boards	\$740.00
PAINT	Monotone Paint Application	STD
76S	Remote Start System	\$250.00
585	Radio: AM/FM Stereo/MP3 Player <i>Includes 7 speakers. Includes: - SYNC Communications & Entertainment System - Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls. - SiriusXM Radio Includes a 6-month prepaid subscription. Services are not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc.</i>	Included
Emissions		
425	50-State Emissions System	STD
Interior Colors		
3S_01	Medium Earth Gray	N/C
Primary Colors		
PQ_01	Race Red	N/C
SUBTOTAL		\$46,830.00
Destination Charge		\$1,595.00
TOTAL		\$48,425.00

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Prepared by: Jason McCullough
08/01/2019

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT (W3B)

Price Level: 950

Major Equipment

(Based on selected options, shown at right)

- 6.2L V-8 SOHC w/SMPI 385hp
- TorqShift 6 speed automatic w/OD
- * 4-wheel ABS
- * Traction control
- * Battery with run down protection
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Bluetooth streaming audio
- * Dual power remote heated mirrors
- * 18 x 8 aluminum wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Audio control on steering wheel
- * Front axle capacity: 6000 lbs.
- * Front spring rating: 4800 lbs.
- * Frame section modulus: 10.7 cu.in.
- * Cab to axle: 39.9"

- Exterior: Race Red
- Interior: Medium Earth Gray
- * Brake assistance
- * LT 275/65R18 E BSW AS S-rated tires
- * Firm suspension
- * Air conditioning
- * SiriusXM AM/FM/Satellite with seek-scan, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags
- * SecuriLock immobilizer
- * Message Center
- * Reclining front split-bench seats
- * Running boards
- * Class V hitch
- * Rear axle capacity: 7280 lbs.
- * Rear spring rating: 6780 lbs.
- * Frame Yield Strength 50000 psi

Fuel Economy

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$45,840.00
Order Code 613A	N/C
Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
Transmission: TorqShift 6-Speed Automatic (6R140)	Included
3.73 Axle Ratio	Included
GVWR: 10,900 lb Payload Package	Included
Tires: LT275/65Rx18E BSW A/S	Included
Wheels: 18" Sparkle Silver Painted Cast Aluminum	Included
Cloth 40/20/40 Split Bench Seat	Included
160" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo/MP3 Player	Included
50-State Emissions System	STD
SYNC Communications & Entertainment System	Included
SiriusXM Radio	Included
Remote Start System	\$250.00
6" Angular Chrome Extended Running Boards	\$740.00
Medium Earth Gray	N/C
Race Red	N/C

Prices and content availability as shown are subject to change 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 or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
08/01/2019

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT (W3B)

Price Level: 950

City
N/A



Hwy
N/A

As Configured Vehicle

MSRP

SUBTOTAL	\$46,830.00
Destination Charge	\$1,595.00
TOTAL	\$48,425.00

Prices and content availability as shown are subject to change 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 or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

SALES QUOTATION

Statewide Contract 209/56446

TO:
Murfreesboro Fire Dept.

DATE | 7/23/2019
F.O.B.
TERMS | 30 Days ARO
DELIVERY | TBD
NUMBER | MURO19

We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
W1P	1	2019 Ford F-150 Police Responder	\$34,250.00	\$34,250.00
OPTIONS	1	Additional Factory Options	\$650.00	\$650.00
UPFIT	1	Aftermarket Upfit Equipment	\$250.00	\$250.00
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			\$35,150.00	\$35,150.00

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

July 23, 2019

DATE



Prepared by: Jason McCullough
07/23/2019

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2019 F-150 Police Responder 4x4 145" WB XL (W1P)

Price Level: 950

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1P	Base Vehicle Price (W1P)	\$42,955.00
Packages		
150A	Equipment Group 150A Base <i>Includes:</i> - Engine: 3.5L V6 EcoBoost - Transmission: Electronic 10-Speed Automatic - Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport. - Electronic Locking w/3.55 Axle Ratio - GVWR: 7,000 lbs Payload Package - Tires: LT275/65R18 OWL A/T - Wheels: 18" 6-Spoke Machined-Aluminum - Includes magnetic painted pockets. - Cloth 40/Blank/40 Front-Seats - Includes police-grade heavy-duty cloth and 8-way power driver/manual passenger. Center-section deleted. (Restraint control module cover provided). - Radio: AM/FM Stereo w/6 Speakers - SYNC - Includes enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port.	N/C
Powertrain		
994	Engine: 3.5L V6 EcoBoost	Included
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport.</i>	Included
XL9	Electronic Locking w/3.55 Axle Ratio	Included
STDGV	GVWR: 7,000 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: LT275/65R18 OWL A/T	Included
STDWL	Wheels: 18" 6-Spoke Machined-Aluminum <i>Includes magnetic painted pockets.</i>	Included
Seats & Seat Trim		
P	Cloth 40/Blank/40 Front-Seats <i>Includes police-grade heavy-duty cloth and 8-way power driver/manual passenger. Center-section deleted. (Restraint control module cover provided).</i>	Included

Other Options

Prices and content availability as shown are subject to change 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 or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

07/23/2019

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2019 F-150 Police Responder 4x4 145" WB XL (W1P)

Price Level: 950

As Configured Vehicle (cont'd)

Code	Description	MSRP
145WB	145" Wheelbase	STD
PAINT	Monotone Paint Application	STD
18B	Black Platform Running Boards	\$250.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates. optional to all others.</i>	N/C
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes: - SYNC Includes enhanced voice recognition communications and entertainment system. 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port.</i>	Included
Interior Colors		
PG_01	Medium Earth Gray	N/C
Primary Colors		
PQ_01	Race Red	N/C
Upfit Options		
REMOTE	Remote Start	\$650.00
SUBTOTAL		\$43,855.00
Destination Charge		\$1,595.00
TOTAL		\$45,450.00

Prices and content availability as shown are subject to change 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 or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
07/23/2019

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2019 F-150 Police Responder 4x4 145" WB XL (W1P)

Price Level: 950

Major Equipment

(Based on selected options, shown at right)

EcoBoost 3.5L V-6 DOHC w/port/direct injection
375hp

10 speed automatic w/OD

- * Rear locking differential driver selectable
- * Brake assistance
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, external memory control
- * Daytime running
- * Dual power remote mirrors
- * 18 x 7.5 aluminum wheels
- * Driver and front passenger seat mounted side airbags
- * SecuriLock immobilizer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Audio control on steering wheel
- * Front axle capacity: 3750 lbs.
- * Front spring rating: 3450 lbs.
- * Frame section modulus: 5 cu.in.

Exterior: Race Red

Interior: Medium Earth Gray

- * 4-wheel ABS
- * Electric parking brake
- * LT 275/65R18 C OWL AT S-rated tires
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Bluetooth streaming audio
- * Rear child safety locks
- * Variable intermittent wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Reclining front bucket seats
- * Running boards
- * Class IV hitch
- * Rear axle capacity: 4800 lbs.
- * Rear spring rating: 3300 lbs.
- * Frame Yield Strength 49300 psi

Fuel Economy

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$42,955.00
Equipment Group 150A Base	N/C
Engine: 3.5L V6 EcoBoost	Included
Transmission: Electronic 10-Speed Automatic	Included
Electronic Locking w/3.55 Axle Ratio	Included
GVWR: 7,000 lbs Payload Package	Included
Tires: LT275/65R18 OWL A/T	Included
Wheels: 18" 6-Spoke Machined-Aluminum	Included
Cloth 40/Blank/40 Front-Seats	Included
145" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/6 Speakers	Included
SYNC	Included
Front License Plate Bracket	N/C
Black Platform Running Boards	\$250.00
Race Red	N/C
Medium Earth Gray	N/C
<hr/>	
SUBTOTAL	\$43,205.00

Prices and content availability as shown are subject to change 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 or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
07/23/2019

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2019 F-150 Police Responder 4x4 145" WB XL (W1P)

Price Level: 950

City
17 mpg



Hwy
23 mpg

As Configured Vehicle

MSRP

Destination Charge

\$1,595.00

TOTAL

\$44,800.00

Prices and content availability as shown are subject to change 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 or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

COUNCIL COMMUNICATION

Meeting Date: 08/22/2019

Item Title: Contract Extension - Axon Enterprise, Inc.

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

Extension of contract with Axon Enterprise, Inc

Staff Recommendation

Approve the extension of the contract with Axon Enterprise, Inc. (previously known as Taser International, Inc.)

Background Information

The initial contract was submitted and approved at the council meeting on May 19, 2016. That agreement allowed for up to five extensions with periodic pricing updates. The contract was extended in June 2018 until July 2019. This request is for the third extension, which would maintain the agreement through June 2020. Extension of this contract will allow the Department to continue to purchase tasers and accessories at the quoted prices.

Council Priorities Served

Safe and Livable Neighborhoods

Tasers are a critical law enforcement tool that allows the officers to have a non-lethal use of force option when encountering situations in the field.

Fiscal Impacts

The funding source will be identified in future Council Communications when request to purchase is made

Attachments:

1. Council Communication dated May 19, 2016
2. Axon Enterprise, Inc. Extension
3. 2019 Taser Price

**THIRD AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
AXON ENTERPRISE, INC (FORMERLY TASER INTERNATIONAL, INC)**

This Third Amendment ("Third Amendment") to the Contract, entered into May 20, 2016 ("Contract"), is effective as of this _____ 2019, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Axon Enterprise, Inc., a corporation of the State of Arizona, ("Contractor").

RECITALS

WHEREAS, on May 20, 2016 the City entered into a contract with Axon Enterprise, Inc., for Taser Equipment for the Murfreesboro Police Department; and,

WHEREAS, the term of the contract between the City and Contractor is currently from July 1, 2018 to June 30, 2019 and,

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to provision 2 of the current Contract for an additional year:

NOW THEREFORE, the City and Contractor mutually agree to:

1. Extend the term of the current Contract, from July 1, 2019 until June 30, 2020.
2. Update the pricing in accordance with the attached Exhibit A, which will be in effect until December 31, 2019. Any future price increases are subject to the mutual agreement of the City and Contractor in accordance with Section 1.1.3 of the City's Invitation to Bid ("ITB-60-2016 – Police Tasers").
3. All other terms remain the same.

CITY OF MURFREESBORO

AXON ENTERPRISE:

By: _____
Shane McFarland, Mayor

By: _____
Robert Driscoll, VP, Assoc. Gen. Counsel

Approved as to form:

Adam F. Tucker, City Attorney

OMURFREESBORO CITY COUNCIL
AGENDA

May 19, 2016

7:00 p.m.

City Council Chambers

PRAYER

MAYOR SHANE MCFARLAND

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Consent Agenda

1. A. Consider recommendations of the Facilities Maintenance Superintendent:
 - a. Change Order No. 3 to Contract with Keystone Construction Services for Tax/Finance Department Remodel Project.
 - b. Final Payment Request to Keystone Construction Services for Tax/Finance Department Remodel Project.
- B. Consider recommendations of the Street Division Superintendent: Demolition request from Habitat for Humanity at 433 South Hancock Street.
- C. Consider recommendations of the Chief of Police: Bids for the purchase of Tasers 2016.
- D. Consider recommendations of the Parks & Recreation Director: Summer Tennis Camps and Associated Fees.
- E. Consider recommendations of the City Engineer:
 - a. Veteran's Parkway Phase 2B Final Change Order.
 - b. Purchase of 7 Trucks.
- F. Consider recommendations of the Airport Manager: Annual adjustment of rental rates at Murfreesboro Municipal Airport.
- G. Request to hang a banner across East Main Street from the Bruce Gilley Memorial Foundation July 11-21, 2016 to promote the "Run for Him" 5K/10K.

Minutes

2. A. May 5, 2016 - Special Meeting.
- B. May 5, 2016 - Regular Meeting.

Third Readings

3. Consider for passage on third and final reading ORDINANCE 16-OZ-09 to zone approximately 16.5 acres as Planned Residential Development (PRD) District and rezone approximately 16.5 acres as Planned Residential Development (PRD) District along West Thompson Lane [2015-431].
4. Consider for passage on third and final reading ORDINANCE 16-OZ-13 to zone an area along Blackman Road and Florence Road as Planned Residential Development (PRD) District (Shelton Springs) [2016-406].

New Business

5. Consider recommendations of the City Engineer: Property Acquisition for Lytle St. Phase 2.
6. Consider recommendations of the Planning Commission: Schedule public hearings to consider a PUD amendment along Memorial Blvd/Haynes Haven Lane; PCD amendment along West Northfield Blvd/Sulphur Springs Rd; Annexation Plan of Services for and annexation of area along New Salem HWY; and zoning along New Salem HWY (CF) (RM-12) & (RZ) simultaneous with annexation.
7. Consider recommendations of the Assistant City Attorney: Release of Purchase Agreement and Letter of Intent with Mark Pirtle Gateway, LLC.
8. Continue discussions regarding Murfreesboro Electric Department.

Beer Permits

Board & Commission Appointments

Payment of Statements

Other Business from Staff or City Council

Adjourn

Police Department
KARL DURR
Chief of Police
(615) 849-2673
kdurr@murfreesborotn.gov



May 13, 2016

Honorable Mayor and Members of City Council:

CONSENT AGENDA

RE: Acceptance of Bids for Tasers 2016

As an item for the consent agenda at the next scheduled Council meeting, it is the recommendation of the Chief of Police that City Council accept the bids for Tasers 2016 for the Police Department as outlined below in the Recommendation section.

Background

Purpose:

To secure competitive bids for the purchase of Tasers to be issued to Murfreesboro Police Officers.

Scope of Work:

An Invitation to Bid (ITB) was issued on Monday, April 25, 2016 and a Legal Notice was published in the Murfreesboro Post on Monday, April 25, 2016. Bids were received and opened on Wednesday, May 11, 2016 at 2:00 p.m. local time in the Office of the City Manager. The initial contract period for this bid quotation is from the date of the bid award until June 30, 2017. All bid prices shall be effective until June 30, 2017. The second, third, fourth and fifth contract periods (July 1 through June 30) of the contract shall be subject to the City's satisfaction with supplied Tasers and accessories. Any price increases must be submitted by the successful bidder prior to March 1 of each respective period for acceptance and approval by the City Manager.

Selection process

One (1) bid was received from Taser International, Inc. and was examined to determine if they met the bid requirements as set forth in the ITB. The bid tabulation sheet, of which a copy is provided for your reference, reflects the one (1) bid received and that bidder (Taser International, Inc.) met all bid requirements.

**Honorable Mayor and Members of City Council
Consent Agenda Request
May 13, 2016**

Fiscal Impact

The 2015-2016 Police Department budget, Line 93 reflects 25 Tasers and Accessories at a budgeted amount of \$42,143.00. The purchase of the Tasers and accessories relative to this ITB response is as follows:

Tasers 2016				
Item	Item #	Qty.	Bid Cost Each	Extended Cost
Handle, Yellow, Class III	22003	24	1,078.79	25,890.96
TPPM, Battery Pack	22012	24	57.08	1,369.92
Cartridge, 25'	22151	156	33.00	5,148.00
Holster, Right or Left	22501/22504	24	68.97	1,655.28
Warranty, 4Year	22014	24	329.39	7,905.36
Sub-Total				41,969.52
Kit, Dataport Download	22013	1	172.57	172.57
Total Expenditure				42,142.09
2015-2016 Police Department Budget, Line 93				\$42,143.00
Difference Over / (Under) Budget				(\$0.91)

Based on budgeted amount vs. bid cost, we can only purchase 24 Tasers and Accessories instead of the 25 budgeted. Each Officer is issued six (6) cartridges per Taser for spares and the Taser holds two (2) cartridges for deployment. As noted above, this purchase is (\$0.91) under budget.

Recommendation

It is recommended by the Chief of Police that City Council award the bids for Tasers 2016 to Taser International, Inc. and approve the purchase of the 24 Tasers and accessories to be funded from the 2015-2016 Police Department budget, Line 93.

Attachments

- 1) Tasers 2016 Bid Tabulation Sheet

James K. Durr
Chief of Police

C: Deputy Chief Mike Bowen
Assistant Chief Eric Cook

Police Dept.

Opened May 11, 2016

**Bid Tabulation Sheet
For
Police Tasers
ITB-60-2016**

Contractors	Prices	Signature Sheet	Drug-Free	Non-Collusion	References
Taser International	\$1,839.66	Yes	N/A	Yes	Yes

Recommend Award to: Taser International, _____ in the amount of: \$1,839.66

Department Head Signature:  Date: 5/13/16

Note: Return to Purchasing via Email

**AMENDMENT
TO
CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND
TASER INTERNATIONAL, INC.**

WHEREAS, the City of Murfreesboro entered into a contract with Taser International, Inc. on May 20, 2016, for procurement of Tasers and other items set forth in the Invitation to Bid issued on April 25, 2016 and,

WHEREAS, Clause 2 of the Contract and Section 1.3.3 of the Invitation to Bid provided for the extension of the contract for a second, third, fourth and fifth contract periods contingent upon the City's satisfaction with supplied product, service, and delivery; and,

WHEREAS, Clause 2 of the Contract and Section 1.3.3 (2) of the Invitation to Bid provided that price increases on bid items after the initial period will be negotiable and subject to mutual agreement by City and Contractor; and,

WHEREAS, Clause 2 of the Contract and Section 1.3.3 (3) of the Invitation to Bid provided that Contractor must submit price increases prior to March 1 of each year (2017, 2018, 2019, and 2020) for approval and acceptance by the City Manager; and,

WHEREAS, Contractor has submitted the price increases for the 2018 Contract year as set forth on Attachment A to this Amendment; and,

WHEREAS, the City approves and accepts the price increases set forth on Attachment A for the 2018 Contract year; and

WHEREAS, Clause 23 of the Contract, allows the Contractor to assign or otherwise transfer this Agreement or any of Contractor's rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation; and

WHEREAS, Contractor notified the City on April 5, 2017, that TASER International, Inc. changed their corporate name to Axon Enterprises, Inc.; and

NOW THEREFORE, the City and Contractor mutually agree:

1. To extend the term of the current Contract for a third contract period from July 1, 2018 to June 30, 2019; and
2. To the price increases set forth on Attachment A for the 2018 contract term, July 1, 2018 to June 30, 2019; and

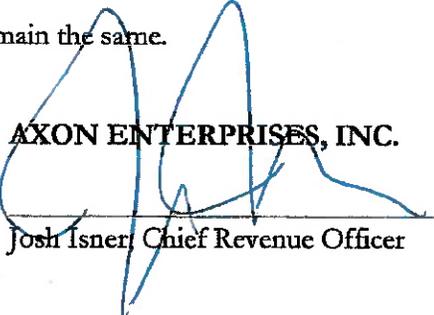
3. To amend the contract to reflect the corporate name change from TASER international, Inc. to Axon Enterprises, Inc.
4. All other terms of the contract shall remain the same.

CITY OF MURFREESBORO



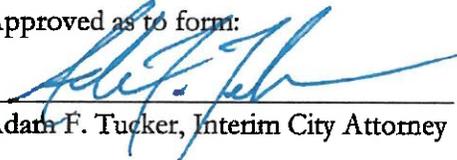
Craig Tindall, City Manager

AXON ENTERPRISES, INC.



Josh Isner, Chief Revenue Officer

Approved as to form:



Adam F. Tucker, Interim City Attorney



17800 N. 85th St. Scottsdale, AZ 85255-6311

Toll Free: 800.978.2737 • Fax: 480.991.0791

www.axon.com • Sales@axon.com

2019 TASER X2 CEW Law Enforcement Pricing

Model	Product Description	Agency Price
X2 Conducted Electrical Weapons (Handle Only without Power Magazine, choose one)		
22002	Black X2 CEW	\$1,220.00 ea
22003	Yellow X2 CEW	\$1,220.00 ea
X2 Power Magazines (Choose one)		
22010	Performance Power Magazine (PPM)	\$65.00 ea
22012	Tactical Performance Power Magazine (TPPM)	\$65.00 ea
X2 Power Magazine (Optional)		
22011	Automatic Shut-Down Power Magazine (APPM)	\$78.00 ea
70116	Signal Performance Power Magazine (SPPM) ¹	\$100.00 ea
Optional Accessories		
X2 Holsters		
22502	Holster, X2, Right Hand, Safariland STX Basketweave	\$95.00 ea
22505	Holster, X2, Left Hand, Safariland STX Basketweave	\$95.00 ea
22507	Holster, X2, Right Hand, Safariland STX SafariSeven	\$95.00 ea
22508	Holster, X2, Left Hand, Safariland STX Hi SafariSeven	\$95.00 ea
Customer Care Extended Warranty		
22014	4-year Extended Warranty	\$378.00 ea
Professional Services		
85147	CEW Starter Package	\$2,750.00 ea
85150	CEW Add-on Services ²	\$2,080.00 ea
85168	CEW Full Service with Instructor Training	\$17,000.00 ea
X2 Smart Cartridges³		
22150	15' Live Smart Cartridge	\$36.00 ea
22151	25' Live Smart Cartridge	\$38.00 ea
22155	Inert Simulator 25' Smart Cartridge	\$50.00 ea
22157	25' Training Smart Cartridge (Blue Blast Door/Non-conductive)	\$37.00 ea
TASER CAM HD Recorders		
26810	TASER CAM HD	\$570.00 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$600.00 ea
26762	TASER CAM HD USB download kit	\$18.00 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$150.00 ea
26764	TASER CAM HD Replacement Battery	\$62.00 ea
X2 Dataport Download Kits		
22013	Kit, Dataport Download, USB, X2	\$200.00 ea
HOGUE HANDALL Grips		
22018	Grip, CEW, Hogue, packaged	\$19.00 ea

¹ When the CEW's safety switch is shifted to the up (ARMED) position, the SPPM sends a signal recognizable by Axon Body 2 cameras and Axon Flex systems that are equipped with Axon Signal technology.

² Part 85147 must be purchased before 85150 can be purchased.

³ 15-foot, 25-foot, and 35-foot X2 cartridges are compatible with TASER X2 and X3 CEWs. X3 cartridges (part numbers 33100, 33101, 33102, 33103, 33104, and 33106) are NOT compatible with the X2 CEW.



Training Equipment

80004	Target, Conductive, 2-Part, Top and Bottom	\$33.00 ea
44550	Sim Suit Model II	\$675.00 ea
44415	Sim Suit Helmet	\$110.00 ea
44416	Sim Suit Gloves, Set	\$62.00 ea

Axon may change pricing or product offerings at any point in time. The committed pricing is based on each Axon Quote provided to the Agency.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.axon.com/sales-terms-and-conditions>.

For delivery status or to place an order, call Axon's sales department at 800-978-2737 or fax the order to: 480-991-0791.

HANDALL and HOGUE are trademarks of Hogue, Inc., and Safariland and SafariSeven are trademarks of Safariland, LLC.

Axon Body 2, Axon Flex, Axon Signal, Smart Cartridge, TASER CAM, X2, X2 and Design, X3, TASER, "Protect Life," and  are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved.
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COUNCIL COMMUNICATION

Meeting Date: 08/22/2019

Item Title: Purchase of Drive Cam Equipment and Services

Department: Transportation (Rover), Solid Waste

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Contract with Lytx to provide equipment and services with the Drive Cam system.

Staff Recommendation

Approve contract for the purchase of 15 Drive Cams for Transit Division and 35 Drive Cams for Solid Waste Department.

Background Information

Transit and Solid Waste have been in an extended testing period with Lytx Drive Cams since October 2018. Drive Cam is a Safety Program designed to improve Driver awareness and performance. The system captures g-force and manually activated events for eight seconds before the event and four seconds afterwards. Data is wirelessly uploaded when the vehicles return to the facility and then reviewed overnight by trained professionals employed by Lytx.

When an event meets a specified scoring criterion it is then sent to Transit and Solid Waste management for review and employee correction. Coaching drivers with this data improves performance and reduces the risk of accidents.

Council Priorities Served

Safe and Livable Neighborhoods

Implementing a safety program that identifies and corrects unsafe performance improves safety of our citizens and visitors to the community.

Fiscal Impact

The total initial capital cost is \$40,210. Solid Waste Department budget \$28,054 in FY20. Transit Division budgeted \$12,156 in the FY20 budget, of which, \$10,940 is funded by federal and state grant and the City paying the remaining \$1,216.

On an on-going basis, Solid Waste will budget an annual service fee of \$12,355. Rover will budget an annual service fee of \$5,295 paid for with 50% Federal funds, 25% State, and 25% City funds.

Attachments

1. Contract
2. Rover Quote
3. Solid Waste Quote

Agreement for Services and Hardware

This Agreement for Services and Hardware is entered into and effective as of the ____ day of _____ 2019, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Lytix, Inc.**, a corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents (collectively, the "Agreement"):

- This document
- Lytx, Inc's Sourcewell (f/k/a National Joint Powers Alliance) Contract No. 022217-DCI (all relevant documents)
- Contractor's Quote #00063988 dated July 31, 2019 for the Transportation Department
- Contractor's Quote #00063986 dated July 31, 2019 for the Solid Waste Department
- Any future Contractor Quotes properly executed by City
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this document
- Third, Lytx, Inc's Sourcewell(formerly NJPA) Contract No. 022217-DCI (all relevant documents)
- Lastly, Contractor's Quote #00063988 dated July 31, 2019 for the Transportation Department and Contractor's Quote #00063986 dated July 31, 2019 for the Solid Waste Department

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase the equipment and services set forth on Contractor's Quote #00063988 dated July 31, 2019 for the Transportation Department and Contractor's Quote #00063986 dated July 31, 2019 for the Solid Waste Department from Lytx, Inc's Sourcewell (formerly NJPA) Contract No. 022217-DCI in accordance with Contractor's Proposal.
2. **Term.** Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior written notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Price.**

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Contractor's Quote #00063988 dated July 31, 2019 for the Transportation Department which reflects a purchase price of \$17,450.53 and Contractor's Quote #00063986 dated July 31, 2019 for the Solid Waste which reflects a purchase price of \$40,349.30. The total cost to the City for these products and services is \$57,799.83. All sales are subject to the terms and conditions of this Agreement. The parties expressly agree that any reference in a Contractor quote to the "Sourcewell (formerly NJPA) Contract Number 022217-DC1" shall be deemed to mean the Agreement.
- b. Deliveries of all items set forth on Contractor's Quote #00063988 dated July 31, 2019 for the Transportation Department shall be made at 4765 Florence Road, Murfreesboro, TN 37129. Contact Person for the Murfreesboro Department of Transportation Russ Brasher, Assistant Transportation Director (tel. telephone 615-893-6441; fax 615-849-2606; email. rbrashear@murfreesborotn.gov). Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items set forth on Contractor's Quote #00063986 dated July 31, 2019 for the Solid Waste Department shall be made at 4765 Florence Road, Murfreesboro, TN 37129. Contact Person for Murfreesboro Solid Waste Department Joey Smith (tel. 615-893-3681; email. jsmith@murfreesborotn.gov). Deliveries shall be made during the normal working hours of the Solid Waste Department, from 7:00 a.m. to 3:45 p.m. Monday, Tuesday, Thursday and Friday (The Solid Waste Department is closed on Wednesdays).
- d. Deliveries of all items shall be made as stated in the Contractor's Quotes referenced above. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- e. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. To the extent the City has not notified Contractor of any discrepancy with the shipment delivered within fifteen (15) days after delivery, such items shall be deemed accepted. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Lytx, Inc's Sourcewell Contract No. 022217-DCI.
- f. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City.

4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the Lytx, Inc's Sourcewell (formerly NJPA) Contract No. 022217-DCI.

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

6. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the grossly negligent or intentional acts or omissions of contractor, its officers, employees and/or agents,

including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:
- | | |
|--|---|
| If to the City of Murfreesboro: | If to the Contractor: |
| City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130 | Lytx, Inc.
9785 Towne Centre Drive
San Diego, CA 92121
Attn: General Counsel
notices@lytx.com |
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
18. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
19. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

21. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2019 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

LYTX, INC.

By: _____
Shane McFarland, Mayor

By: _____

Its: _____

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney



QUOTE

Lytx, Inc.
 9785 Towne Centre Drive
 San Diego, CA 92121
 Tel: 858.430.4000
 Fax: 858.380.3133
 orders@lytx.com

Quote #..... 00063988
 Date July 31, 2019
 Valid Until..... August 31, 2019
 Account Executive..... Windham Lucking
 Preparer..... Melina Rios
 Phone 858-380-3559

City of Murfreesboro TN

Bill To 111 WEST VINE STREET PO BOX 1139 MURFREESBORO TN 37133	Ship To	Contact Russell Brashear (615) 893-6441 rbrashear@murfreesborotn.gov
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SUBSCRIPTION SERVICES					
Billed based on committed quantity					
Item	Qty	Subscription Start Date (SSD)	Term Months from SSD	Unit Price	Total
DC Enterprise, DC Purchase - Bill Annually	15	September 1, 2019	60	353.00	5,295.00
TOTAL USD					5,295.00

HARDWARE					
One-time Cost					
Item	Part#	Qty	Unit Price	Total	
Event Recorder, SF64, LTE, US (Trial Conversion)	ER-SF64-0020TC-PM	15	545.00	8,175.00	
TOTAL USD					8,175.00

INSTALLATION, SETUP & TRAINING SERVICES					
One-time Cost					
Item	Part#	Qty	Unit Price	Total	
Complex Installation of Extended Harness	SRV-INS-0020	11	57.30	630.30	
Provisioning Fee	SRV-INS-0008	15	47.86	717.90	
Installation - Standard Install Charge	SRV-INS-0010	15	157.94	2,369.10	
Peripheral Install – Per Peripheral Sold	SRV-INS-0014	11	23.93	263.23	
TOTAL USD					3,980.53

All sales as a result of this quotation are subject to the terms and conditions of Sourcewell (formerly NJPA) Contract Number 022217-DC1, and the additional terms in Addendum A attached hereto, which are incorporated herein by reference and all orders are subject to acceptance by Lytx

By signing below, Client's authorized representative agrees to purchase the Products and Services described in this Quote, which becomes a binding part of the above-referenced Agreement upon acceptance by Lytx:

PRINTED NAME	SIGNATURE	PO# (Optional)
---------------------	------------------	-----------------------

TITLE	DATE	PO Amount (Optional)
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Credit Card Information (Optional) We will call the name and number below for card information. All payments are processed upon shipment.

CONTACT NAME	CONTACT PHONE	CONTACT EMAIL
---------------------	----------------------	----------------------

**ADDENDUM A
ADDITIONAL QUOTE TERMS**

Governing Terms: All sales as a result of this quotation are subject to the terms and conditions of Sourcewell (formerly NJPA) Contract Number 022217-DC1, and the additional terms below.

Prices: All subscription Unit Prices are for the specified billing period, and Total amounts are for a single billing period.

Invoicing: Hardware, provisioning, implementation, and training charges are invoiced upon shipment. After the specified Deployment Date or SSD, Subscription services are invoiced in advance of the applicable billing period based on the quantity purchased. Prior to the specified Deployment Date or SSD, subscription services are invoiced monthly in arrears as described below.

Subscriptions: Subscriptions commence and become billable at the specified Unit Price on the earlier of activation (or trial conversion), the specified Deployment Date or SSD. Subscriptions remain billable through the Subscription Term, which continues through the Term Months specified, as measured from the Subscription Start Date. For each Deployment Date specified, the Minimum Billed Quantity represents the minimum number of new subscriptions for which Client will be billed commencing on such date. Billing is based on the cumulative minimum commitment as of the respective Deployment Date. Lytx reserves the right to audit the number of Client's Event Recorders using subscription Services, and to the extent such amount exceeds the purchased quantity, Client agrees to pay Lytx for such excess at the applicable rate for such Service.

API: With any purchased API, Lytx will provide documentation on how the API works. Client is responsible for API integration and programming.

Manually Triggered Events: Manual events transferred to the Lytx data center in excess of Manual Events Package will be charged at the specified overage fee per event, unless Client instructs Lytx in writing to turn the manuals feature off.

Installation Services: Any Lytx installation services provided hereunder shall be subject to a mutually agreed installation schedule. Client shall be responsible for ensuring availability of vehicles and Event Recorders (subject to supply by Lytx) and access to installation site on agreed installation date. No refunds shall apply for Lytx's failure to complete an installation due to vehicle or Event Recorder unavailability (unless caused by Lytx) or lack of access to installation site on agreed installation date. Additional fees may apply for return site visits due to such factors.

Trials: Trial Period commences on the specified Trial Start Date. Trial Program includes use of trial Services and Hardware, if applicable, only for the duration of the Trial Period at the specified Prices. Either party may terminate a trial at any time for any reason. The parties expressly agree that Client's trial shall automatically terminate at the end of the initial Trial Period. Alternatively, Client can elect to continue the trial on a month-to-month basis at the Extended Trial Monthly Price per subscription by agreeing to a trial extension in writing. All trial Hardware must be returned to Lytx within thirty (30) days of trial termination (or extended trial termination, if applicable) in good condition, reasonable wear and tear excepted, or otherwise purchased by Client. List price shall apply to any unreturned trial Hardware. Lytx agrees to provide Client a prepaid shipping label to return trial Hardware.

Part Numbers:

Part # Used in Quote	Corresponding GSA Schedule Item #
ER-SF64-0020PM, ER-SF64-0020P1, ER-SF64-0020T, ER-SF64-0020TC	ER-SF64-0020
DC Enterprise, DC Purchase - Bill Annually	4230-001MS-A1 and 3235-00DOL-AFY (together) or GSA-Tier1-MS-A
DC Enterprise, DC Purchase - Bill Annually	4230-001MS-A2 and 3235-00DOL-AFY (together) or GSA-Tier2-MS-A
DC Enterprise, DC Purchase - Bill Annually	4230-001MS-A3 and 3235-00DOL-AFY (together) or GSA-Tier3-MS-A
DC Enterprise, DC Purchase - Bill Monthly	GSA-Tier1-MS-M
DC Enterprise, DC Purchase - Bill Monthly	GSA-Tier2-MS-M
DC Enterprise, DC Purchase - Bill Monthly	GSA-Tier3-MS-M

Additional Services: The terms and conditions set forth at <https://support.lytx.com/Terms> shall apply to purchases of third party products resold by Lytx to Client and referred to herein as "Additional Services". Additional Services are not transferable or eligible for early termination without Lytx consent and acceleration of amounts due through remainder of the Subscription Term.

Entire Agreement: Orders submitted on Client's own purchase order forms, which may contain statements, clauses or conditions modifying, adding to, or inconsistent with the terms and provisions herein will only be accepted by Lytx upon the condition and with the express understanding that any such statements, clauses or conditions contained in any order forms of Client are void and have no effect and that the obligations and liabilities of Lytx and Client shall be determined solely by the terms and conditions of sale contained herein.

Notice: To the extent not exempt, this contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



QUOTE

Lytx, Inc.
 9785 Towne Centre Drive
 San Diego, CA 92121
 Tel: 858.430.4000
 Fax: 858.380.3133
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Quote # 00063986
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Bill To 111 WEST VINE STREET PO BOX 1139 MURFREESBORO TN 37133	Ship To	Contact Russell Brashear (615) 893-6441 rbrashear@murfreesborotn.gov
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SUBSCRIPTION SERVICES					
Billed based on committed quantity					
Item	Qty	Subscription Start Date (SSD)	Term Months from SSD	Unit Price	Total
DC Enterprise, DC Purchase - Bill Annually	35	September 1, 2019	60	353.00	12,355.00
TOTAL USD					12,355.00

EVENTS PACKAGES			
Item	Qty	Price	Per Event Price (Overage)
Manuals, 110 Included - Charge Usage - Bill Annually	1	Included	0.95

HARDWARE				
One-time Cost				
Item	Part#	Qty	Unit Price	Total
Event Recorder, SF64, LTE, US (Trial Conversion)	ER-SF64-0020TC-PM	35	545.00	19,075.00
TOTAL USD				19,075.00

INSTALLATION, SETUP & TRAINING SERVICES				
One-time Cost				
Item	Part#	Qty	Unit Price	Total
Complex Installation of Extended Harness	SRV-INS-0020	31	57.30	1,776.30
Provisioning Fee	SRV-INS-0008	35	47.86	1,675.10
Installation - Standard Install Charge	SRV-INS-0010	35	157.94	5,527.90

TOTAL USD	8,979.30
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All sales as a result of this quotation are subject to the terms and conditions of Sourcewell (formerly NJPA) Contract Number 022217-DC1, and the additional terms in Addendum A attached hereto, which are incorporated herein by reference and all orders are subject to acceptance by Lytx

By signing below, Client's authorized representative agrees to purchase the Products and Services described in this Quote, which becomes a binding part of the above-referenced Agreement upon acceptance by Lytx:

PRINTED NAME

SIGNATURE

PO# (Optional)

TITLE

DATE

PO Amount (Optional)

Credit Card Information (Optional) We will call the name and number below for card information. All payments are processed upon shipment.

CONTACT NAME

CONTACT PHONE

CONTACT EMAIL

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ADDITIONAL QUOTE TERMS**

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Manually Triggered Events: Manual events transferred to the Lytx data center in excess of Manual Events Package will be charged at the specified overage fee per event, unless Client instructs Lytx in writing to turn the manuals feature off.

Installation Services: Any Lytx installation services provided hereunder shall be subject to a mutually agreed installation schedule. Client shall be responsible for ensuring availability of vehicles and Event Recorders (subject to supply by Lytx) and access to installation site on agreed installation date. No refunds shall apply for Lytx's failure to complete an installation due to vehicle or Event Recorder unavailability (unless caused by Lytx) or lack of access to installation site on agreed installation date. Additional fees may apply for return site visits due to such factors.

Trials: Trial Period commences on the specified Trial Start Date. Trial Program includes use of trial Services and Hardware, if applicable, only for the duration of the Trial Period at the specified Prices. Either party may terminate a trial at any time for any reason. The parties expressly agree that Client's trial shall automatically terminate at the end of the initial Trial Period. Alternatively, Client can elect to continue the trial on a month-to-month basis at the Extended Trial Monthly Price per subscription by agreeing to a trial extension in writing. All trial Hardware must be returned to Lytx within thirty (30) days of trial termination (or extended trial termination, if applicable) in good condition, reasonable wear and tear excepted, or otherwise purchased by Client. List price shall apply to any unreturned trial Hardware. Lytx agrees to provide Client a prepaid shipping label to return trial Hardware.

Part Numbers:

Part # Used in Quote	Corresponding GSA Schedule Item #
ER-SF64-0020PM, ER-SF64-0020P1, ER-SF64-0020T, ER-SF64-0020TC	ER-SF64-0020
DC Enterprise, DC Purchase - Bill Annually	4230-001MS-A1 and 3235-00DOL-AFY (together) or GSA-Tier1-MS-A
DC Enterprise, DC Purchase - Bill Annually	4230-001MS-A2 and 3235-00DOL-AFY (together) or GSA-Tier2-MS-A
DC Enterprise, DC Purchase - Bill Annually	4230-001MS-A3 and 3235-00DOL-AFY (together) or GSA-Tier3-MS-A
DC Enterprise, DC Purchase - Bill Monthly	GSA-Tier1-MS-M
DC Enterprise, DC Purchase - Bill Monthly	GSA-Tier2-MS-M
DC Enterprise, DC Purchase - Bill Monthly	GSA-Tier3-MS-M

Additional Services: The terms and conditions set forth at <https://support.lytx.com/Terms> shall apply to purchases of third party products resold by Lytx to Client and referred to herein as "Additional Services". Additional Services are not transferable or eligible for early termination without Lytx consent and acceleration of amounts due through remainder of the Subscription Term.

Entire Agreement: Orders submitted on Client's own purchase order forms, which may contain statements, clauses or conditions modifying, adding to, or inconsistent with the terms and provisions herein will only be accepted by Lytx upon the condition and with the express understanding that any such statements, clauses or conditions contained in any order forms of Client are void and have no effect and that the obligations and liabilities of Lytx and Client shall be determined solely by the terms and conditions of sale contained herein.

Notice: To the extent not exempt, this contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

COUNCIL COMMUNICATION

Meeting Date: 8/22/2020

Item Title: FY 2020 Contract with RTA for Provision of Transit Services

Department: Transportation (Rover)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

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

Summary

Contract with RTA for City two subsidized routes serving Murfreesboro—Nashville.

Staff Recommendation

Approve 4th Contract Amendment between the City of Murfreesboro and Regional Transportation Authority for the fiscal year 2020.

Background Information

Each year the RTA determines local subsidies based on ridership, Congestion Mitigation and Air Quality (CMAQ) funds. In addition to the City's funds, the Federal Transit Authority and CMAQ funding, the cost of operating RTA service is subsidized by the Town of Smyrna, MTSU, Rutherford County, and Davidson County.

The City subsidizes funding for two routes operated by the RTA serving Murfreesboro and providing transportation to/from Nashville. The total cost to operate the service for FY 2020 is \$1,386,188. Murfreesboro's share of the total cost is \$33,610.

Council Priorities Served

Priority 3: Excellent Services with a Focus on Customer Service

Murfreesboro and the RTA have partnered on the Relax and Ride Commuter service for several years. This service provides a much-needed option to our Citizens who are employed in Nashville but prefer to live in Murfreesboro. As growth continues in our City it is vital to maintain alternative modes of transportation.

Fiscal Impacts

The City's share of the service, \$33,610 will be paid 50% with Federal funds (\$16,805), 25%, State (\$8,403), and 25% Local (\$8,403).

Attachments:

1. Original Contract
2. Amendment
3. Relax and Ride Budget, Invoice, Route Map

**CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND THE REGIONAL TRANSPORTATION AUTHORITY
FOR THE PROVISION OF TRANSIT SERVICES**

This Transit Services Contract, effective _____ hereinafter referred to as the "Contract", by and between the City of Murfreesboro, hereinafter referred to as the "City" and the Regional Transportation Authority, hereinafter referred to as the "Contractor" or "RTA," is for the provision of certain transit services as described herein, and as further defined in the "SCOPE OF SERVICES".

The Contractor is a governmental entity. The Contractor's address is:

RTA
430 Myatt Drive
Nashville, TN 37115

A. SCOPE OF SERVICES

- A.1. The RTA shall operate or cause to be operated a regularly scheduled transit service for the route and schedule of said project found in ATTACHMENT 2A & 2B, a bus route, between Nashville/Davidson County, Tennessee and Murfreesboro, Tennessee. The project to be undertaken by the RTA is further described in the City of Murfreesboro's Application for Federal Assistance for 5307 funds. This service shall operate from July 1, 2016, through its last scheduled run on June 30, 2017. This service shall service the City as a transit infrastructure.

Marketing of the project will be done through the collaborative regional transit program, RTA Relax and Ride, which is led by RTA. Any direct expenses related to marketing will be paid through the RTA Relax and Ride budgets. Promotion of said services may include, among other things, information requests, surveys and service identification on vehicles.

The City will designate an employee who shall be responsible for the approval or disapproval of RTA invoices and to respond to inquires and for approval of the RTA's final work product.

Other than responding to inquires and explanations of issues addressed in this Contract, the City will not control or instruct the work activities of RTA in fulfilling its requirements under this Contract. RTA shall be responsible for obtaining the end results of work product.

It is understood that RTA will provide sufficient prior written notification to the City when opportunities avail themselves to review possible service changes and schedule modifications to make more efficient use of available transit resources as pertaining to the services described in ATTACHMENT 2A & 2B.

- A.2. The City is a governmental entity and is the Designated Recipient for federal transit funding under the Federal Transit Authority Urbanized Formula Grant program, 49 U.S.C. § 5307.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2016 and ending on June 30, 2017. The City shall have no obligation for services rendered by the Contractor which are not performed within the specified period or between the specified route terminus.

B.2. Term Extension. The City reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the City notifies the Contractor in writing of its intention to do so prior to the Contract expiration date. An extension of the term of this Contract beyond June 30, 2017 will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the City's maximum liability shall only be affected through an amendment to the Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Obligation for Payments. The RTA represents and acknowledges that the RTA has agreements with Rutherford County, Town of Smyrna, City of LaVergne, Middle Tennessee State University (MTSU) and Davidson County obligating these participating entities to provide local matching funds and other subsidies.

The RTA shall individually bill each participating entity directly for their individual share in accordance with agreements between the RTA and each participating entity.

The Operating Hours per Day x Cost per Hour x Number Days of Service per Year shall constitute the Total Cost per Year for the RTA service. The City of Murfreesboro shall be responsible for payment of its pro rata share of the actual overall service provided that is determined through application of this formula as exhibited in ATTACHMENT 1 & 2.

The RTA shall bill the City its local share, the state, and federal portion of the service. The City, as designated recipient, will be responsible for submission and receipt of any federally and state reimbursable portion of cost from the Federal Transit Administration (FTA) and Tennessee Department of Transportation (TDOT) respectively.

C.2. Maximum Liability. The Contract Budget, attached and incorporated herein as a part of this Contract as ATTACHMENT 2A & 2B, shall constitute the maximum amount due the Contractor for the services and all of the City's obligations hereunder. The Contract budget line items include, but are not limited to, all applicable taxes, fees, overhead, any new additional service and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Compensation Firm. The maximum charge per hour is denoted in ATTACHMENT 1 & 2 and is not subject to escalation for any reason unless amended.

C.4. Payment Methodology. The Contractor shall submit invoices, in form and substance acceptable to the City, with all of the necessary supporting documentation, prior to any reimbursement. Invoices shall be submitted that separately denote the federal, state, and local portion of the service cost for each individual route.

Such invoices and supporting documentation shall be submitted no more often than quarterly and indicate at a minimum the amount charged for the period invoiced, the amount charged to date, and the total number of hours charged for the period invoiced.

C.5. Disbursement Reconciliation and Close Out. The Contractor shall submit a final Contract disbursement reconciliation report within thirty (30) days of the end of the Contract. Said report shall be in form and substance acceptable to the City. The City will not be responsible for the payment of invoices that are submitted to the City after the final Contract disbursement reconciliation report.

If total disbursements by the City pursuant to this Contract exceed the amounts permitted by Section C, Payment Terms and Conditions of this Contract, the Contractor shall refund the difference to the City. The Contractor shall submit said refund with the final Contract disbursement reconciliation report.

The Contractor must close out its accounting records at the end of the Contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.6. Payment of Invoice. The payment of the invoice by the City shall not prejudice the City's right to object to or question any invoice or matter in relation thereto. Such payment by the City shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.7. Deductions. The City reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the City any amounts which are or shall become due and payable to the City by the Contractor.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The City is not bound by this Contract until it is approved and executed by the appropriate City officials in accordance with applicable Murfreesboro City laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Murfreesboro City officials in accordance with applicable Murfreesboro City laws and regulations.
- D.3. Termination for Convenience. The City or Contractor may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the City or Contractor. The party seeking the termination shall give the other party at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the City be liable to the Contractor for compensation for any service which has not been rendered. The final decision as to the amount, for which the City is liable, shall be determined by the City. Should the City exercise this provision, the Contractor shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. If the Contractor exercises this provision, the City shall not have any right to any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the City shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach of this Contract by the Contractor.

If the City fails to properly perform its obligations under this Contract in a timely or proper manner, or if the City violates any terms of this Contract, the Contractor shall have the right to immediately terminate the Contract and withhold further services. Notwithstanding the above, the City shall not be relieved of liability to the Contractor for damages sustained by virtue of any breach of this Contract by the City.

- D.5. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro as wages, compensation, or gifts

in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal Contract, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, Contract, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the City, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees that upon request by City it will display a sign displaying the necessary information to allow a citizen to file said grievance regarding the services.

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Contract supported services.

D.9. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor shall include the statement, "This project is funded, in part, under an agreement with the City of Murfreesboro," Any such notices by the Contractor shall be approved by the City.

D.10. Licensure. The Contractor and its employees and all sub-Contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.11. Records. The Contractor shall maintain documentation for all charges against the City under this Contract.

The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State of Tennessee, the City of Murfreesboro, the Comptroller of the Treasury, or any of their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Contract Funds in the State of Tennessee*, published by the State Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the City, or its duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the City as requested. These reports shall include per trip ridership figures and calculated performance based on collected data and performance measures as mutually agreed between the RTA and City.
- D.14. Procurement. If the other terms of this Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Contractor's compliance with applicable federal procurement requirements.

The Contractor shall obtain prior approval from the City before purchasing any equipment under this Contract.

- D. 15. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.16. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

Both the Contractor and the City, being political subdivisions of the State of Tennessee, are governed by the provisions of the Tennessee Governmental Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 et seq., for causes of action sounding in tort. Further, no contract provision requiring a State political entity to indemnify or hold harmless another party beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.17. City Liability. The City shall have no liability except as specifically provided in this Contract.
- D.18. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond

the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

- D.19. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.20. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Rutherford County in actions that may arise under this Contract.
- D.21. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.23. Headings. Section headings are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or, to such other party, facsimile number, or address as may be hereafter specified by written notice.

The City:
Jim Kerr, Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Phone: (615) 893-6441

The Contractor:
Stephen G. Bland, CEO
Regional Transportation Authority
430 Myatt Drive
Nashville, TN 37115
Phone: (615) 862-6262

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically

by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. local time. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of state and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the City. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- E.4. Work Papers Subject to Review. The Contractor shall make all audit accounting, or financial analysis work papers, notes, and other documents available for review by the City, the Comptroller of the Treasury or his representatives, FTA, and TDOT, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

IN WITNESS WHEREOF, the City and the RTA execute this Contract effective on the date first stated above as shown by the signatures of their authorized representatives herein below.

APPROVED AS TO FORM AND LEGALITY:

CITY OF MURFREESBORO



Craig Tindall, City Attorney



Shane McFarland, Mayor

REGIONAL TRANSPORTATION AUTHORITY

ATTEST TO THE AVAILABILITY OF FUNDS:



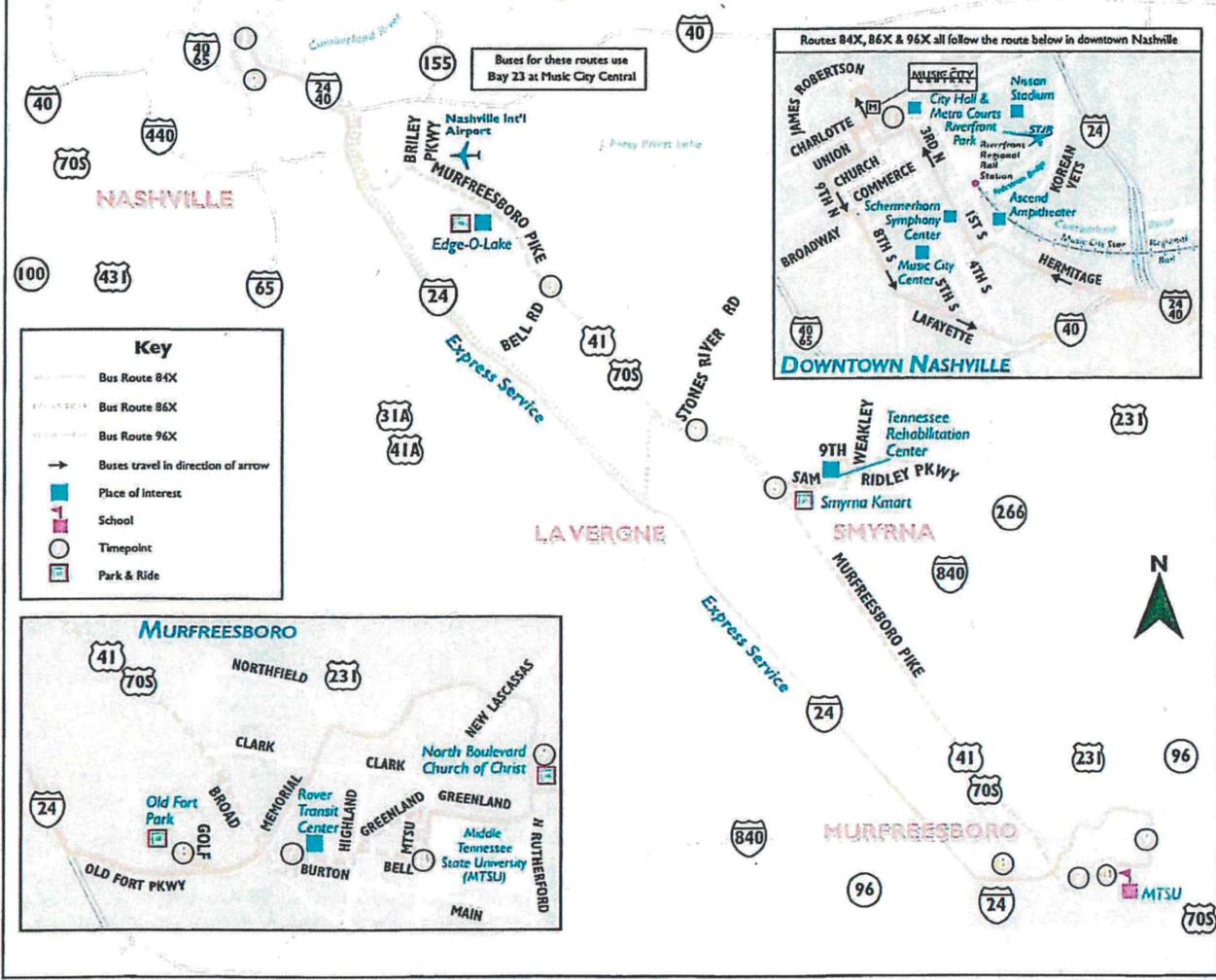
Stephen G. Bland, CEO



Jim Kerr, City of Murfreesboro Transportation Director

84X, 86X, 96X Rutherford County

ATTACHMENT 2A & 2B



84X - Murfreesboro Express

WEEKDAYS to Nashville

MTSU/James Union Building	North Blvd Church of Christ	Old Fort Park	Music City Central Bay 23	Greyhound Bus Station
5:28	5:37	5:54	6:45	6:57
5:43	5:52	6:09	7:15	7:27
6:02	6:12	6:31	7:45	7:57

WEEKDAYS from Nashville

Music City Central Bay 23	Greyhound Bus Station	Old Fort Park	North Blvd Church of Christ	MTSU/James Union Building
3:43	3:54	4:34	4:52	5:00
4:08	4:20	5:02	5:20	5:28
4:43	4:55	5:39	5:58	6:07

NO SERVICE SATURDAYS, SUNDAYS OR HOLIDAYS

a.m. trips p.m. trips

96X - Nashville/Murfreesboro Relax & Ride

WEEKDAYS to Nashville

MTSU/James Union Building	Rover Transit Center	Northfield & Broad	Smyrna Knart	Floyd Mayfield	Bell Road & Murfreesboro Pike	Music City Central Bay 23	Greyhound Bus Station
5:18	5:24	5:33	5:52	5:58	6:12*	6:53	7:04
8:05	8:14	8:23	8:42	8:48	9:02*	9:35	9:50
9:05	9:14	9:23	9:42	9:48	10:01*	10:33	10:44
11:20	11:29	11:38	11:58	12:04	12:18*	12:50	1:02
2:18	2:27	2:36	2:56#	3:18	3:32*†	3:57	4:02
3:29	3:38	3:47	4:07	4:13	4:28*†	5:02	5:22
5:10	5:19	5:28	5:48	5:54	6:09*†	6:38	7:00
6:55	7:03	7:11	7:29	7:35	7:48*	8:16	8:36
8:30	8:38	8:46	9:04	9:10	9:24*	9:50	10:02

* From Bell Road to downtown Nashville, this bus operates as an express and only stops to drop off passengers.
 † This bus serves the Edge-O-Lake Park & Ride.
 # This bus serves the Tennessee Rehabilitation Center.

WEEKDAYS from Nashville

Music City Central Bay 23	Greyhound Bus Station	Bell Road & Murfreesboro Pike	Floyd Mayfield	Smyrna Knart	Northfield & Broad	Rover Transit Center	MTSU/James Union Building
6:18	6:26†	6:49	7:02	7:10	7:30	7:38	7:46
7:20	7:30†	7:53	8:06	8:14	8:33	8:41	8:51
9:40	9:50	10:12	10:24	10:32	10:51	11:01	11:11
12:10	12:20	12:42	12:54	1:02#	1:38	1:48	1:55*
1:50	2:00	2:22	2:36	2:44	3:04	3:14	3:24
3:20	3:32	3:57	4:12	4:22	4:42	4:51	5:01
5:10	5:22	5:53	6:08	6:17	6:36	6:42	6:52
6:50	7:00	7:22	7:34	7:42	8:01	8:07	8:17

* This bus continues to the North Boulevard Church of Christ Park & Ride and MTSU for passengers who rode a Route 84X - Murfreesboro Express bus in the



Relax & Ride

Murfreesboro (96L) Relax & Ride Budget July 1, 2015-June 30, 2018

	FY2016		FY2017		FY2018	
	Rutherford	Davidson	Rutherford	Davidson	Rutherford	Davidson
Number of Daily Trips	5	12	5	12	5	14
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	254	254	254	254	254	254
Riders (estimate - including additional service)	13,404	38,196	14,363	32,315	14,650	32,961
Operating Hours per Day (including deadhead) - QTR 1 service FY16	7.94	26.71				
Operating Hours per Day (including deadhead) - Since Oct-2015	7.11	24.36	8.42	23.05	8.42	23.05
Cost per Hour	\$100.17	\$100.17	\$103.18	\$103.18	\$106.28	\$106.28
TOTAL Daily Cost of Service	\$795	\$2,676	\$869	\$2,378	\$895	\$2,450
Cost of Service						
Cost of Runs [hrs/day X Cost/hr X 254 days]	185,889	633,920	220,669	604,088	227,299	622,238
Board-Initiated R&R RESERVE ³ ⁿ	0	0	0	0	0	0
<i>Total Costs</i>	185,889	633,920	220,669	604,088	227,299	622,238
Estimated Revenues						
Estimated Cash Fares - <i>State Easy Ride</i>	7,990	20,830	9,007	20,263	9,097	20,466
Estimated Cash Fares - Regular Riders	34,800	87,190	36,466	82,044	36,831	82,864
ADD: Subsidy from SIR Account	0	0	0	0	0	0
ADD: JARC for MID-DAY Service [4.10 hrs/day X Cost/hr X 254 days]	0	104,317	0	107,452	0	110,680
ADD: Bus Seat Guarantee (100% Funding)		0		0		0
ADD: RTA §5307 Operating Funding						
Federal (50%)					-	-
Local Match (50%)					-	-
ADD: CMAQ Funding for Additional Service						
Federal	106,333	304,066	126,170	284,230	125,380	285,020
TDOT Match on CMAQ	13,292	38,008	15,771	35,529	15,673	35,628
Local Match						
City of Murfreesboro	3,323		3,943		3,918	
Town of Smyrna		7,602		7,106		7,126
City of LaVergne		7,602		7,106		7,126
MTSU ³	3,323	7,602	3,943	7,106	3,918	7,126
Rutherford County	3,323	7,602	3,943	7,106	3,918	7,126
Davidson County	3,323	7,602	3,943	7,106	3,918	7,126
TDOT Operating Subsidy	1,603	16,859	5,470	12,213	9,329	11,312
<i>Total Estimated Revenues</i>	177,310	609,280	208,656	577,261	211,982	581,600
<i>Estimated Net Cost</i>	8,579	24,640	12,013	26,827	15,317	40,638
Local Subsidies						
Murfreesboro UZA 5307 Funding	50.00%	4,290		6,007		7,659
TDOT Match for 5307 Funding	25.00%	2,145		3,003		3,829
City of Murfreesboro		536		751		957
Town of Smyrna ⁿ						
City of LaVergne ⁿ						
MTSU ³		536		751		957
Rutherford County ⁿ		536		751		957
Davidson County ⁿ		536		750		958
<i>Total Subsidy (100%)</i>		8,579		12,013		15,317
ⁿ Reserves shown on 86X Budget; ³ Reserves shown on 84X Budget						
<i>Balance</i>	0	0	0	0	0	0

H:\2-123-EXCEL\RTA\BUDGET PLANNING\BDGT FY17\FY17 - 3 (St Mch for CMAQ) 7-13-16\R&R FY17 - 3 (St Mch CMAQ)\Rt 96



Relax & Ride

Murfreesboro Express (84X) Relax & Ride Budget July 1, 2015-June 30, 2018

	2015-16 Budget	2016-17 Budget	2017-18 Budget
Number of Daily Trips	6	6	6
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	254	254	254
Riders (estimate - including additional service)	50,452	44,088	44,529
Operating Hours per Day (including deadhead) - existing continuing service	14.83	14.83	14.83
Cost per Hour	\$100.17	\$103.18	\$106.28
TOTAL Daily Cost of Service	\$1,485.52	\$1,530.16	\$1,576.13
Cost of Service			
Cost of Runs [hrs/day X Cost/hr X 254 days]	377,322	388,660	400,338
Board-Initiated R&R RESERVE ⁿ ₃	1,752	440	0
<i>Total Costs</i>	379,074	389,100	400,338
Estimated Revenues			
Estimated Cash Fares - <i>State Easy Ride</i>	90,790	94,460	95,400
Estimated Cash Fares/Pass Sales - Regular Riders	41,870	31,740	32,060
ADD: Subsidy from SIR Account			
ADD: RTA \$5307 Operating Funding			
Federal (50%)			
Local Match (50%)			
ADD: CMAQ Funding for Additional Service			
Federal	172,800	172,800	172,800
TDOT Match on CMAQ	21,600	21,600	21,600
Local Match			
City of Murfreesboro	2.5% 5,400	5,400	5,400
MTSU	2.5% 5,400	5,400	5,400
Rutherford County	2.5% 5,400	5,400	5,400
Davidson County	2.5% 5,400	5,400	5,400
TDOT Operating Subsidy	5,324	14,534	12,385
<i>Total Estimated Revenues</i>	353,984	356,734	355,845
<i>Estimated Net Cost</i>	25,090	32,366	44,493
Local Subsidies			
Murfreesboro UZA 5307 Funding	50.00% 11,669	15,963	22,247
TDOT Match for 5307 Funding	25.00% 5,835	7,982	11,123
City of Murfreesboro	6.25% 1,459	1,995	2,781
MTSU ^x ₃	6.25% 3,211	2,435	^x 2,781
Rutherford County ⁿ	6.25% 1,458	1,995	2,781
Davidson County ⁿ	6.25% 1,458	1,996	2,780
Add'l Funds Needed in FY18 to Cover All Service Costs (\$3,310)			
<i>Total Subsidy (100%)</i>	25,090	32,366	44,493
ⁿ Reserves shown on 86X Budget; ^R Reserves shown on 84X Budget			
Balance	0	0	0

**FOURTH AMENDMENT
TO THE
CONTRACT BETWEEN THE
CITY OF MURFREESBORO AND THE
REGIONAL TRANSPORTATION AUTHORITY
FOR THE PROVISION OF
TRANSIT SERVICES**

This 4TH Amendment ("Fourth Amendment") to the Contract dated July 1, 2016 ("Contract") is effective as of this _____ day of _____, 2019, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and the Regional Transportation Authority ("RTA").

RECITALS

WHEREAS, on July 1, 2016, the City entered into a contract with RTA, for the provision of transit services; and,

WHEREAS, the initial term of the contract between the City and RTA was from July 1, 2016 through June 30, 2017, with the ability to extend the Contract for additional periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, through an amendment to the Contract; and,

WHEREAS, on July 1, 2017, the City and RTA entered into Amendment #1 ("First Amendment") to the Contract between the City and RTA for the provision of transit services extending the term of the contract from July 1, 2017 until June 30, 2018 with the updated budgets to replace Attachments 1 & 2 in Section C of the original Contract; and,

WHEREAS, on June 21, 2018, the City and RTA entered into Amendment #2 ("Second Amendment") to the Contract between the City and RTA for the provision of transit services to revise the 2017-2018 budgets set forth in Attachment 1 & 2 in Section C of the Contract to reflect increased costs incurred over the course of the 2017-2018 budget year due to decreased ridership and revenues; and,

WHEREAS, on July 1, 2018, the City and RTA entered into Amendment #3 ("Third Amendment") to the Contract between the City and RTA for the provision of transit services extending the term of the contract from July 1, 2018 until June 30, 2019, with the updated budgets to replace Attachments 1 & 2 in Section C of the original Contract; and,

WHEREAS, the City and RTA wish to extend the Contract term pursuant to provision B.2. of the current Contract for an additional year;

NOW THEREFORE, the City and RTA mutually agree to extend the term of the current Contract from July 1, 2019 to June 30, 2020, with the updated budgets to replace Attachments 1 and 2 in Section C of the current Contract.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

RTA
By: 
Stephen G. Bland, CEO

Approved as to form:

Adam F. Tucker, City Attorney



Relax & Ride

FY20 v. 3-Leap Yr (2)

Attachment #1

Murfreesboro (96L) Relax & Ride Budget

FY2020 Budget with Comparative Prior Year and Forecast Budgets

	FY2019	FY2020	FY2021	FY2022
Number of Daily Trips	17	17	17	17
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	254	254	254	254
Riders (estimate - including additional service)	35,989	33,873	34,212	34,554
Operating Hours per Day (including deadhead)	31.47	31.99	31.99	31.99
Cost per Hour	\$109.47	\$109.47	\$112.75	\$116.13
TOTAL Daily Cost of Service	\$3,445	\$3,502	\$3,607	\$3,715
<u>Cost of Service</u>				
Cost of Runs [hrs/day X Cost/hr X 254 days]	875,035	892,996	919,752	947,325
Board-Initiated R&R RESERVE ^{nb}	0	42,088	36,852	32,901
<i>Total Costs</i>	875,035	935,084	956,604	980,226
<u>Estimated Revenues</u>				
Estimated Cash Fares/Pass Sales	137,203	119,596	120,194	121,396
ADD: JARC for MID-DAY Service [Federal & State Only]	86,544	88,142	90,786	93,510
JARC Local Match (Metro)	28,848			
One Time Contribution from Other Op Revenues (or Reserves)	0	8,206	0	0
ADD: CMAQ Funding				
Federal	431,350	445,418	460,702	476,072
TDOT Match on CMAQ	53,919	55,677	57,588	59,509
TDOT Operating Subsidy	44,300	70,766	71,210	71,128
<i>Total Estimated Revenues</i>	782,164	787,805	800,480	821,615
<i>Estimated Net Cost</i>	92,871	147,279	156,124	158,611
Regional Subsidies				
Murfreesboro UZA 5307 Funding	5,677			
TDOT Match for 5307 Funding	2,839			
City of Murfreesboro ^{nb}	4,642	19,301	19,879	20,952
MTSU	17,800	10,691	19,879	20,952
Town of Smyrna	13,158	14,725	19,879	20,952
City of LaVergne	13,158	17,725	19,879	20,952
Rutherford County	17,799	22,636	21,195	20,952
Davidson County ^{nb}	17,798	56,851	55,413	53,851
Smyrna Reserves Used		4,175		
LaVergne Reserves Used		1,175		
<i>Total Subsidy (100%)</i>	92,871	147,279	156,124	158,611
^{nb} All Reserves for 84X, 86X and 96L Budgets shown here				
Balance	0	0	0	0



Relax & Ride

FY20 v. 3-Leap Yr (2)

Attachment #2

Murfreesboro Express (84X) Relax & Ride Budget FY2020 Budget with Comparative Prior Year and Forecast Budgets

	FY2019	FY2020	FY2021	FY2022
Number of Daily Trips	6	6	6	6
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	254	254	254	254
Riders (estimate - including additional service)	36,062	34,960	35,310	35,663
Operating Hours per Day (including deadhead)	15.80	16.16	16.16	16.16
Cost per Hour	\$109.47	\$109.47	\$112.75	\$116.13
TOTAL Daily Cost of Service	\$1,730	\$1,769	\$1,822	\$1,877
<u>Cost of Service</u>				
Cost of Runs [hrs/day X Cost/hr X 254 days]	439,325	451,104	464,620	478,549
Board-Initiated R&R RESERVE ^{1b}	2	0	0	0
<i>Total Costs</i>	439,327	451,104	464,620	478,549
<u>Estimated Revenues</u>				
Estimated Cash Fares/Pass Sales	113,304	105,215	105,741	106,798
One Time Contribution from Other Op Revenues (or Reserves)	0	0	0	0
ADD: RTA \$5307 Operating Funding				
Federal (50%)				
Local Match (50%)				
ADD: CMAQ Funding				
Federal	221,945	224,828	233,271	241,638
TDOT Match on CMAQ	27,743	28,104	29,159	30,205
TDOT Operating Subsidy				
	44,391	35,720	36,056	36,102
<i>Total Estimated Revenues</i>	407,383	393,867	404,227	414,743
<i>Estimated Net Cost</i>	31,944	57,237	60,393	63,806
Regional Subsidies				
Murfreesboro UZA 5307 Funding	2,099	0	0	0
TDOT Match for 5307 Funding	1,050	0	0	0
City of Murfreesboro ^{1b}	7,198	14,309	15,098	15,952
MTSU ^{1b}	7,200	14,309	15,098	15,952
Rutherford County ^{1b}	7,198	14,309	15,098	15,952
Davidson County ^{1b}	7,199	14,310	15,099	15,950
^{1b} Reserves shown on 96L Budget; ³ MTSU Reserves shown here for FY19				
<i>Total Subsidy (100%)</i>	31,944	57,237	60,393	63,806
Balance	0	0	0	0



INVOICE
FY19-MTSU
07/01/19

TO: CITY OF MURFREESBORO
P.O. BOX 1139
MURFREESBORO, TN 37133-1139
ATTN: JIM KERR, TRANSPORTATION DIRECTOR

FROM: Regional Transportation Authority
430 Myatt Drive
Madison, TN 37115
615-862-5969

Description of Charges		AMOUNT
07/01/19	ANNUAL PARTNER SUBSIDY FOR REGIONAL BUS SERVICES ROUTES 84X-MURFREESBORO EXP & 96L-MURFREESBORO LOCAL FOR THE PERIOD JULY 1, 2019 THRU JUNE 30, 2020	\$33,610.00
QUESTIONS REGARDING THIS INVOICE PLEASE CONTACT Marcia Mackie @ 615-862-6143		
Please send remittance to REGIONAL TRANSPORTATION AUTHORITY		TOTAL \$33,610.00

96X - Nashville/Murfreesboro Relax & Ride

WEEKDAYS

to Nashville

MTSU/ James Union Building	Rover Transit Center	Northfield & Broad	Stars and Strikes	Floyd Mayfield	Bell Road & Murfreesboro Pike	Central Bay 23	Greyhound Bus Station
10	7	6	5	4	3	1	2
5:18	5:24	5:33	5:52	5:58	6:12*	6:53	7:04
8:05	8:14	8:23	8:42	8:48	9:02*	9:35	9:50
9:05	9:14	9:23	9:42	9:48	10:01*	10:33	10:44
11:20	11:29	11:38	11:58	12:04	12:18*	12:50	1:02
2:18	2:27	2:36	2:56#	3:18	3:32*†	3:57	
3:29	3:38	3:47	4:07	4:13	4:28*†	5:02	5:22
5:10	5:19	5:28	5:48	5:54	6:09*†	6:38	7:05
6:55	7:03	7:11	7:29	7:35	7:48*	8:20	
8:35	8:43	8:51	9:09	9:15	9:29*	9:55	10:07

* From Bell Road to downtown Nashville, this bus operates as an express and only stops to drop off passengers.

† This bus serves the Edge-O-Lake Park & Ride.

This bus serves the Tennessee Rehabilitation Center.

WEEKDAYS

from Nashville

Central Bay 23	Greyhound Bus Station	Bell Road & Murfreesboro Pike	Floyd Mayfield	Stars and Strikes	Northfield & Broad	Rover Transit Center	MTSU/ James Union Building
1	2	3	4	5	6	7	10
6:18	6:26†	6:49	7:02	7:10	7:30	7:38	7:46
7:20	7:30†	7:53	8:06	8:14	8:33	8:41	8:51
9:40	9:50	10:12	10:24	10:32	10:51	11:01	11:11
12:10	12:20	12:42	12:54	1:02#	1:38	1:48	1:55*
1:50	2:00	2:22	2:36	2:44	3:04	3:14	3:24
3:20	3:32	3:57	4:12	4:22	4:42	4:51	5:01
5:10	5:22	5:53	6:08	6:17	6:36	6:42	6:52
6:55	7:05	7:27	7:39	7:47	8:06	8:12	8:22

* This bus continues to the North Boulevard Church of Christ Park & Ride and MTSU for passengers who rode a Route 84X - Murfreesboro Express bus in the morning and need to return to the area midday.

† This bus serves the Edge-O-Lake Park & Ride.

This bus serves the Tennessee Rehabilitation Center.

NO SERVICE SATURDAYS, SUNDAYS OR HOLIDAYS

a.m. trips p.m. trips

Ridesharing
If these RTA Express routes do not meet your commute needs, there may be other options. Call the Rideshare program at 615-862-8833 to find out if there is a potential car pool or van pool for your work trip.

Multi-Ride Tickets

The 20-Ride Express Bus is a fare card designed to offer convenience and savings over single cash fares. It is valid for 20 rides on this route and all other RTA and WeGo routes. Tickets are available at all WeGo ticket locations, and online at wegotransit.com.

Other Connecting Routes

If your trip requires you to board a connecting WeGo bus from an RTA express bus, you must pay the appropriate WeGo fare for that portion of your trip unless you have been issued a proximity card. Call Customer Care at 615-862-5950 for details.

Holiday Service

On the following major holidays, RTA does not operate weekday service:
 • New Year's Day
 • Martin Luther King Jr. Day
 • Memorial Day
 • Independence Day
 • Labor Day
 • Thanksgiving
 • Christmas

Rutherford County

You work hard. Your schedule is tight. Money is even tighter. It's time someone did something to make your life a little easier.

So we did. Welcome to routes 84X Murfreesboro Express, 86X Smyrna/La Vergne Express and 96X Nashville/Murfreesboro Relax & Ride – three convenient bus routes serving Nashville and Rutherford County.

Enjoy fast, comfortable service to work, shopping and entertainment.

Have time to read ... organize your day ... or just sit back and take a break.

ADA

WeGo Public Transit and Regional Transportation Authority of Middle Tennessee (RTA) make reasonable accommodations in order for individuals with disabilities to fully use transit services. All requests should be made in advance by filling out and submitting a Reasonable Accommodation Request form. For more information on Reasonable Accommodations, visit rtarelandride.com.

Title VI

Title VI of the Civil Rights Act of 1964 states that "No Person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." For more information on Title VI, visit rtarelandride.com.

Pets

Only service animals are permitted on board.

Customer Care

We are here to assist you with your commute. If you need additional information, please call Customer Care at 615-862-5950.

Emergency Ride Home

Regular RTA rider? Join the Emergency Ride Home Program and have a free ride home in case of an emergency, illness, or unexpected overtime. Call the RTA at 615-862-8833 for details.

Park & Ride

Park & Ride lots are available along these routes. The owners of each location have agreed to designate a portion of their parking lot for commuters' use. Please park carefully so as not to obstruct center-traffic and consider patronizing the businesses at this location as an expression of thanks. Remember, these spots are designated for your convenience and you park at your own risk.

Regional Transportation Authority
430 Myatt Drive, Nashville, TN 37115

designed by CH2M America - ch2m.com

Rutherford County

84X 86X 96X

Central - Bay 23
Murfreesboro, TN
Murfreesboro Rover Transit Center
La Vergne, TN
Smyrna, TN
Greyhound Bus Station, Nashville
Middle Tennessee State University

EXPRESS

Customer Care and
ADA Coordinator
615-862-5950

rtarelandride.com
@MiddleTN_RT

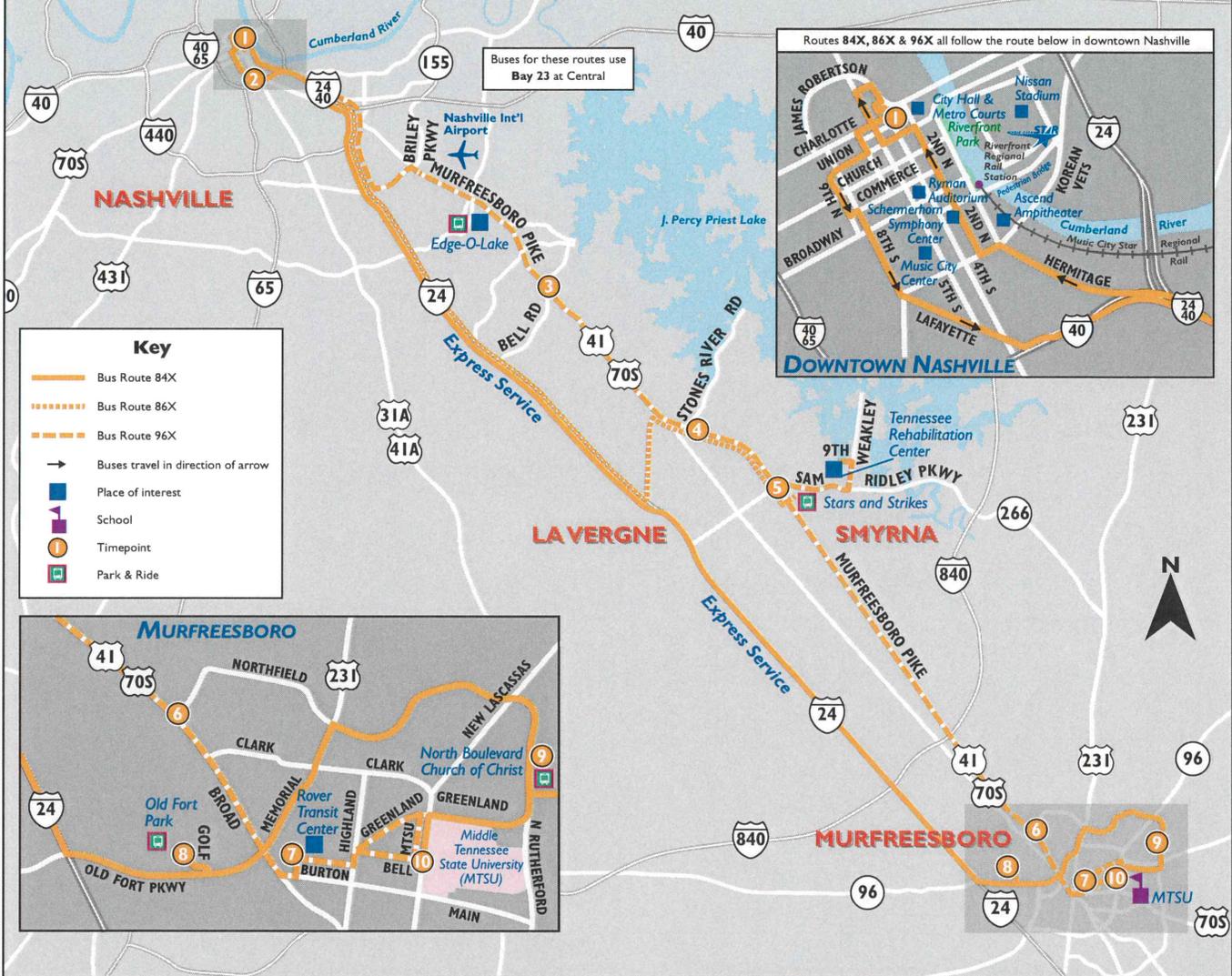


Service operated by

Effective October 15, 2018

84X, 86X, 96X

Rutherford County



84X - Murfreesboro Express

WEEKDAYS to Nashville

MTSU/James Union Building	North Blvd Church of Christ	Old Fort Park	Central Bay 23	Greyhound Bus Station
10	9	8	1	2
5:19	5:28	5:45	6:45•	6:57
5:43	5:52	6:09	7:15•	7:27
5:57	6:07	6:26	7:45•	7:57

• The bus may leave this stop early.

WEEKDAYS from Nashville

Central Bay 23	Greyhound Bus Station	Old Fort Park	North Blvd Church of Christ	MTSU/James Union Building
1	2	8	9	10
3:43	3:56	4:50•	5:08•	5:16
4:08	4:21	5:19•	5:37•	5:45
4:43	4:57	6:01•	6:16•	6:25

• The bus may leave this stop early.

NO SERVICE SATURDAYS, SUNDAYS OR HOLIDAYS

a.m. trips | p.m. trips

86X - Smyrna/La Vergne Express

WEEKDAYS to Nashville

Stars and Strikes	Floyd Mayfield	Central Bay 23	Greyhound Bus Station
5	4	1	2
5:47	5:52	6:45•	6:56
6:09	6:15	7:15•	7:27
6:28	6:34	7:45•	7:57

• The bus may leave this stop early.

WEEKDAYS from Nashville

Central Bay 23	Greyhound Bus Station	Floyd Mayfield	Stars and Strikes
1	2	4	5
3:48	4:01	4:49•	5:02
4:14	4:27	5:19•	5:32
4:48	5:02	5:55•	6:08

• The bus may leave this stop early.

NO SERVICE SATURDAYS, SUNDAYS OR HOLIDAYS

COUNCIL COMMUNICATION

Meeting Date: 08/22/2019

Item Title: TripSpark Ranger Replacement
Department: Transportation (Rover)
Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

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

Summary

Upgrade and replace Auto Vehicle Locators (Rangers) on board Rover buses for compatibility with Verizon 4G/LTE platform.

Staff Recommendation

Approve the purchase of 14 new Rangers utilizing capital funding from FTA and TDOT.

Background Information

TripSpark has been the City's software and equipment provider since 2014 for Rover scheduling, tracking, and reporting. Each Rover vehicle has a Mobile Data Terminal providing the driver and dispatch with trip information as well as collecting data which can be transferred into useful reports for forecasting and planning.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Keeping our Routes on-time is of important to system integrity and customer service. The Rangers keep dispatch informed if a driver is running late or early as well as providing passenger counts and the ability to locate a bus in emergency situations or if radio communications fail.

Fiscal Impacts

Funding is provided by the FY20 budget. Total cost is \$41,722 and the City's local share being \$4,172.

Operational Issues

Without the replacement of this equipment the ability to track vehicle location and route performance will terminate at the calendar year's end as Verizon sunsets their 2G and 3G platforms.

Attachments:

1. TripSpark Work Order with Terms and Conditions of Sale
2. Current TripSpark Agreement



**Trapeze Software Group, Inc. d.b.a.
TripSpark Technologies ("TripSpark")**

5265 Rockwell Dr. Northeast
Cedar Rapids, IA 52402

Telephone: 1.800.784.9909 Fax 905.238.8408

WORK ORDER

Client Name: City of Murfreesboro Transit
Address: 111 W. Vine St.
Murfreesboro, TN 37133-1139 USA
Attention: Russell Brashear
Position: Assistant Transportation Director
Phone: (615) 217-6837
Email: rbrashear@murfreesborotn.gov

Work Order#: WO-0110765
Date Requested: 01/05/2019
Requested By: Russell Brashear

N.B A copy of the purchase order related to the items below MUST be received by TripSpark prior to the performance of any services or delivery of any hardware or software.

Product Name	Type	Quantity	Unit Price	Total Price
Streets-CAD/AVL: Service	Service	1	\$3,100.00	\$3,100.00
Streets-ITS-Parts: Hardware	Hardware	1	\$122.00	\$122.00
Streets-ITS-Ranger: Hardware	Hardware	14	\$2,750.00	\$38,500.00

****Total:** \$41,722.00 Plus
Applicable Sales Tax

This Work Order between Trapeze Software Group, Inc. d.b.a TripSpark Technologies ("TripSpark" or "Seller") and ("Client" or "Buyer") is governed by the terms of conditions of the agreement in place between the parties, with the exception of warranty which shall be governed by Section 5 ("Warranty") as stipulated under TripSpark Terms and Conditions of Sale, Attachment 1, and Statement of Work, Attachment 2 of this Work Order. If there is no current agreement in place between the parties then the TripSpark Terms and Conditions of Sale, Attachment 1 hereto, shall govern this Work Order. All other terms and conditions are excluded from this Work Order and shall have no effect whatsoever.

Work will be billed per the statement of work, if applicable. Where no statement of work is present work will be billed upon completion of services or upon shipment of hardware, as described on the work order.

Trapeze Software Group, Inc.

City of Murfreesboro Transit (ROVER)

Director, Client Services

Date

Date

****Price valid for thirty (30) days. All Prices in US dollars.**

In addition to the services and/or fees payable by Client to use taxes (but excluding taxes based on the net income of TripSpark resulting from this Work Order) shall be the responsibility of the Client. If any withholding tax or similar levy is applicable to the fees or other amounts payable to TripSpark, Client shall pay such additional amount as shall result in TripSpark receiving the total amount of the fees and/or services or other amounts it would have been paid but for such tax or levy. TripSpark requires a response within 30 calendar days. After 30 days this work order will expire.

Attachment 1

TripSpark Terms and Conditions of Sale

1. GENERAL.

These Trapeze Software Group, d.b.a. TripSpark Technologies (the "Seller") terms of sale, quote letter and all attachments hereto are provided as part of an offer to enter into a contract for the purchase and supply of Goods and/or Services. Buyer's (as Buyer is defined in the quote letter accompanying these terms) issuance of a purchase order and/or execution of the quote letter will constitute an acceptance of this offer on the terms hereof and shall create a binding contract. Buyer agrees that any terms associated with the Buyer's purchase order shall be for administrative purposes only and shall not form a part of this contract. Any modifications proposed by Buyer are not a part of this contract in the absence of Seller's written assent. As used in these Standard Terms and Conditions of sale "Goods" shall mean the equipment ("Equipment") sold and delivered hereunder, including any embedded software ("Software") licensed in conjunction with said Equipment, limited to spare and repair parts. "Services" shall mean the labor described under this quotation, which shall be provided by Seller and/or authorized representatives.

2. PRICES.

2.1 Unless otherwise agreed by Seller in writing, all prices quoted by Seller: (i) are based on US Dollars, (ii) are exclusive of all brokerage fees and duties, (iii) provide for the Goods Ex Works shipping point (as that term is defined in Incoterms 2013), and (iv) include Seller's standard commercial packaging. Seller reserves the right to deliver, at no change in price, substitute Goods of equal or better capability provided however, that such substitute Goods maintain the form, fit, and functionality of the originally contracted Goods. Partial deliveries are acceptable. Unless otherwise stated, such prices are effective for ninety (90) days from the date of quotation. Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes, now in force or enacted in the future, applicable to the sale, license, delivery, or use of Goods and/or Services, and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Seller.

2.2 Transportation of Goods shall be by common carrier, at Buyer's risk and expense. Upon request from Buyer to expedite shipments due to delays or other events not caused by Seller, all costs will be paid by Buyer.

2.4 Buyer shall have a reasonable time, not to exceed five (5) days from the date of receipt, to inspect the Goods. Buyer will notify Seller in writing of particular deficiencies of the Goods during the inspection period. Failure to give notice or particularize the deficiencies will result in Buyer's acceptance of the Goods.

3. TERMS OF PAYMENT AND BILLING.

Where credit is extended to Buyer, terms of payment shall be net thirty (30) days from date of invoice. Notwithstanding any statement of terms or time of payment to the contrary appearing on the face of the purchase order, Seller reserves the right to require payment in advance of shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. It is agreed that risk of loss and title to any Goods described herein, excluding any Software or third party licensed products, shall pass to Buyer at the time and place at which Seller ships the Goods.

4. INTELLECTUAL PROPERTY RIGHTS.

Unless otherwise specified herein, neither this contract nor the delivery of any Goods or Services hereunder shall be construed as granting either by estoppel or otherwise, any right in or license under any present or future data, drawings, plans or ideas or methods disclosed in this contract, or under any invention, patent, copyright, trade secret, or other intellectual property now or hereafter owned or controlled by Seller.

5. WARRANTY.

The Equipment sold hereunder is subject to the following warranties:

5.1 Seller agrees to repair or replace at its discretion, without charge, any such Equipment, which are defective as to design,

workmanship or material, and which is returned to Seller at its factory, transportation prepaid, provided: (i) notice of the claimed defect is given to Seller within ninety (90) calendar days from date of delivery and the Equipment is returned in accordance with Seller's instructions; (ii) such Equipment shall not be deemed to be defective if, due to exposure to any condition in excess of those published in the product specification, it shall fail to operate in a normal manner; (iii) Seller's obligations with respect to such Equipment are conditioned upon the proper installation and operation of such Equipment by Buyer in accordance with Seller's written directions; and (iv) the warranty stated in this section shall be void if such Equipment is altered or repair is attempted or made by other than Seller or Seller's authorized service center. No warranty is provided by Seller with respect to the Software or any third licensed or hardware products. Separate warranties may be available from the third party developer, distributor or publisher.

Buyer agrees to pay for all service expenses not covered by this warranty at Seller's then current standard service rates.

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY GOODS SOLD OR SOFTWARE OR SERVICES DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.

6. LIMITATION OF LIABILITY.

6.1 Buyer acknowledges and understands that a computer in a vehicle has the potential to distract the driver from the primary task of driving which can compromise a vehicle's safety. Buyer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the Goods described in this contract. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which Goods have been incorporated or installed. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.2 Buyer acknowledges and agrees that Seller shall not be liable to Buyer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by Buyer in conjunction with or separate from the use of the Goods described in this contract including any personal injury claim or action and Buyer shall indemnify and defend Seller from any such claim or action including costs. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.3 IN NO EVENT SHALL SELLER BE LIABLE TO ANYONE FOR ANY SPECIAL, COLLATERAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE SERVICES, OR THE USE OF OR INABILITY TO USE ANY GOODS DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE FEES PAID BY BUYER TO SELLER FOR THE SOFTWARE, EQUIPMENT OR SERVICES GIVING RISE TO A CLAIM.

7. FORCE MAJEURE.

Except for payments due from Buyer to Seller hereunder, neither party shall be responsible for delay or failure to perform any part of this contract if such delay or failure to perform is caused, directly or indirectly, by an occurrence beyond that party's reasonable control, including, but not limited to, supplier limitations, fire, epidemics, floods, accidents, earthquakes, hurricanes, war (declared or undeclared), terrorist acts, blockades, embargoes, acts, demands or requirements of any

government, restraining order of any courts, acts of God or other events of force majeure.

8. PATENT AND INTELLECTUAL PROPERTY INDEMNIFICATION.

8.1 Seller agrees that it will defend, at its own expense, all suits against Buyer for infringement of any intellectual property, including by not limited to, patents, copyrights and trademarks, covering, or alleged to cover, the Goods described herein in the form sold by Seller and Seller agrees that it will pay all sums which, by final judgment or decree in any such suits, may be assessed against the Buyer on account of such infringement, provided that Seller shall be given: (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the Goods so purchased. If in any such suit so defended the Goods are held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for the Buyer, or replace the same with a non-infringing product, or modify said Goods so as to be non-infringing, or, if the foregoing options are not reasonably available, take back the infringing Goods and refund some of the purchase price taking into account a reasonable allowance for use, damage, or obsolescence.

8.2 If the infringement by the Buyer is alleged prior to completion of delivery of the Goods under this contract, Seller may decline to make further shipments without being in breach of this contract, and provided Seller has not been enjoined from selling the Goods to Buyer, Seller agrees to supply such Goods to the Buyer at the Buyer's option, whereupon the indemnity obligation herein stated with respect to Seller shall reciprocally apply with respect to the Buyer.

9. SOFTWARE LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE.

9.1 Any Software embedded in the Goods delivered hereunder is intellectual property of Seller or a third party licensor, and shall remain the sole and exclusive property of Seller or its respective licensors. Seller grants the Buyer a perpetual, non-exclusive license to use the Software only in or with the Goods sold hereunder. The Buyer shall not copy, modify, or disassemble the Software, or permit others to do so. Buyer shall not transfer the license granted hereunder or possession of the Software except as part of or with the Goods, such transfer being subject to the restrictions contained herein. This license shall automatically terminate upon any breach or default by Buyer of this contract or in the event that there is filed by or against the Buyer any petition in bankruptcy or reorganization or for the assignment of this license for the benefit of Buyer's creditors. Buyer agrees to use the licensed Software only as provided herein. Buyer agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees permitted access to licensed Software to notify its employees of its obligation under these terms with respect to use, reproduction, protection, and security.

9.2 The Goods sold hereunder may include third party software licensed to Seller, including but not limited to: (i) Microsoft® Corporation; (ii) Here, formerly NAVTEQ North America, LLC; (iii) Telogis, Inc.; (iv) Yellowfin International Pty Ltd.; (v) Nuance Communications, Inc., formerly Loquendo S.p.A. The terms of Seller's software license grant apply to the use of the third party software and the licensors of such software are third party beneficiaries of the rights granted under those terms. Buyer may only transfer any embedded software product with the Goods in accordance with the terms and conditions of this contract.

10. RESOLUTION OF DISPUTES.

10.1 The parties shall attempt to resolve any dispute arising out of or relating to this contract promptly by negotiation in good faith between executives who have the authority to settle the dispute. Any party shall give any other party written notice of any dispute not resolved in the ordinary course of business. Within seven (7) business days after delivery of such notice, the party receiving notice shall submit to the other a written response thereto. All reasonable requests for information made by one party to any other shall be honored in a timely fashion. All negotiations conducted pursuant to this section (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their representatives as compromise and settlement negotiations under the Federal Rules of Evidence and any similar state rules.

10.2 If the matter in dispute has not been resolved within thirty (30) calendar days of the initial dispute date, either Party (the "Claimant") may submit the dispute to binding arbitration in the State of Delaware in accordance with the rules and procedures set forth in the *Commercial Arbitration Act (Delaware)*. The

arbitration shall be conducted by a single, commercially-experienced arbitrator selected by mutual agreement of both parties, and pre-hearing discovery shall be permitted if and only to the extent determined by the arbitrators to be necessary in order to effectuate resolution of the matter in dispute. If the parties cannot agree on an arbitrator within fourteen (14) calendar days of the first nomination for appointment, the parties shall refer the appointment of an arbitrator to ADR Chambers. The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Delaware. Equitable remedies shall be available from the arbitrators. Consequential, punitive, exemplary, indirect or similar damages shall not be awarded by the arbitrators, although attorneys' fees and the costs of arbitration may be assessed against either or both parties. Any provisions of the award which are determined to be unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. The arbitrators' decision shall be rendered within thirty (30) days of the conclusion of any hearing hereunder and the arbitrators' judgment shall be final and binding on the parties. Any award and judgment may be entered and enforced in any court of competent jurisdiction.

10.3 Resolution of disputes under the procedures of this section shall be the sole and exclusive means of resolving disputes arising out of or relating to this contract.

11. EXPORT CONTROLS.

Buyer acknowledges and agrees that any Goods purchased by it from Seller may be subject to export controls imposed by the United States Government under various federal laws, including but not limited to, the Export Administration Act of 1979, as amended (the "Act"), and/or successor legislation, and the regulations promulgated thereunder. Buyer agrees not to export or re-export any Goods without complying with the Act.

12. CANCELLATION. ORDER CANCELLATION OR RESCHEDULE.

Any cancellation or delivery reschedule requires prior written authorization by Seller. Goods in continuous production may be subject to a minimum ten percent (10%) cancellation charge. There will be no charge for rescheduling a delivery, but pricing will be subject to the price list in effect at the time of the new delivery date. Goods not in continuous production are subject to cancellation or reschedule charges commensurate with the impact of the action on Seller. Charges for canceling or rescheduling the delivery of Goods not in continuous production will be determined at the time authorization is granted.

13. GOODS RETURNED FOR CREDIT.

Any Goods to be returned for credit requires prior written authorization by Seller. Goods authorized for return may be subject to a minimum fifteen percent (15%) return charge. The exact return charge will be determined at the time return authorization is granted.

14. NATURE OF RELATIONSHIP.

Seller and Buyer are independent contractors. This contract does not, and shall not be deemed to make either Seller or Buyer the agent or legal representative of the other for any purpose whatsoever, and Buyer shall not have any right or authority to assume or create any obligation, warranty or responsibility whatsoever, express or implied, on behalf of Seller, or to bind Seller in any respect whatsoever.

15. ASSIGNMENT.

Neither party may assign any rights or obligations under this contract without the written consent of the other, which shall not be unreasonably withheld, except that Seller may assign this contract without consent to any subsidiary or affiliated company or by way of merger or acquisition.

16. MODIFICATION.

This contract may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

17. GOVERNING LAW.

This contract shall be governed, construed and interpreted under and pursuant to the substantive laws of the State of Delaware, excluding its choice of law rules, and the parties agree that the "UN Convention for the International Sale of Goods" is expressly excluded. Seller shall be subject to federal, state, and local governmental laws only as they apply to Seller's performance under this Work Order and shall:

- (i) be in effect only to the extent that such clauses are applicable to the subject matter hereof;
- (ii) have a DBE content requirement of 0%;
- (iii) not transfer ownership of any intellectual property;
- (iv) not include bonding requirements;

- (v) not include any liquidated damages under the final contract; and
- (vi) not exceed the limitation of liability and indemnification obligations under this Work Order.

Further, should such federal, state, and local government requirements change, including but not limited to causing the scope, schedule, or deliverable to change then the parties agree Seller shall be allowed and equitable adjustment. Finally, Seller makes no representation that Seller or its subcontractor's Services, software, hardware and related documentation contain features and functionality that is Buyer compliant or meets any specific requirements pursuant to any federal, state, and local governmental laws.

18. INTEGRATION.

These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire contract and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any provisions on the face and reverse side of Buyer's purchase order or any prior agreement inconsistent with the provisions hereof concerning the matters specified herein and any representations, promises, warranties or statements made by either party that differ in any way from the terms of this contract shall be given no force or effect. Seller and Buyer specifically represent each to the other that there are no additional or supplemental agreements between them related in any way to the Goods or the use of Services thereof, unless copies of the same are presently attached hereto and made a part hereof. Seller's failure to object to terms contained in any communication from Buyer will not be a waiver of the terms hereof. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

19. SEVERABILITY OF TERMS; WAIVER.

Waiver by Seller of any default of Buyer hereunder shall not be deemed a waiver of any other default of Buyer. The express provision herein for certain rights and remedies of Seller shall not be construed to deprive Seller of any other rights and remedies to which it would otherwise be entitled under applicable law. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision.

20. CONFIDENTIALITY

Buyer agrees that any and all confidential information, in oral or written form, whether obtained from Seller, its agents or assigns, or other sources, or generated by Buyer pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Buyer further agrees to keep in absolute confidence all data relative to the business of Seller and their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Buyer without prior written approval of Seller. Buyer shall promptly give Seller written notice of any request for disclosure of Proprietary Information designated by Seller as "Confidential" or "Trade Secret" prior to disclosure to allow Seller the opportunity to seek injunctive relief or such other relief as may be appropriate and shall fully cooperate with Seller, at Seller's expense, in seeking confidential treatment for any such disclosure.

Buyer acknowledges that compliance with this Confidential Information section is necessary to protect the business and proprietary information of Seller, and that a breach of the same will cause irreparable and continuing damage for which money damages may not be adequate. Consequently, if Buyer breaches or threatens to breach this Confidential Information Section, Seller may seek: (1) temporary, preliminary, or permanent injunctive relief, or other equitable relief, in order to prevent such damage; and (2) money damages, insofar as they can be determined.

STATEMENT OF WORK (SOW)

The following information defines the services to be provided by TripSpark for the City of Murfreesboro Transit (Customer).

Unless otherwise indicated, TripSpark will provide 'standard' services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through the change request system.

In addition, it is assumed this work order will take advantage of existing TripSpark infrastructure, data sources and systems unless otherwise stated.

The specific implementation services below will be provided by TripSpark. All implementation services, materials and training will be provided in English, unless otherwise stated. Any services not explicitly defined below are not included in this work order's SOW and will incur additional charges

TripSpark Implementation Services – Base Services

THIS IMPLEMENTATION INVOLVES THE FOLLOWING HIGH LEVEL TASKS:

1. Project management, software configuration and system testing of equipment
2. Up to eight (8) hours of remote technical support labour to assist Customer in the installation of the equipment in the vehicle

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- *Customer is responsible for installation of the equipment in the vehicles*
- *Customer must supply public data network activations and monthly airtime subscriptions for each vehicle*
- *Customer responsible for any third party interface fees to other onboard equipment (fareboxes, onboard signage, etc.)*

Murfreesboro Ranger Replacement



Item	Product	Quantity	Unit	Price	Total
1 In Vehicle Equipment					\$38,500
	Ranger 4 (Internal Verizon Modem, GPS, WiFi) R44-V110T-00	14	each	\$2,750	\$38,500
2 Licensing					\$0
3 Services					\$3,100
	Project Management and Remote Support	1	lot	\$3,100	\$3,100
4 Shipping					\$122
	Shipping	1	lot	\$122	\$122
Total					\$41,722

Additional spare in-vehicle equipment should be purchased to support swap-out maintenance.
 TripSpark recommends a minimum spare ratio of 5%, one spare unit per training kit is required to conduct driver training

Payment Terms
 Net 30 upon delivery

Prices are budgetary only, in US dollars and valid for 90 days. All applicable sales/use taxes are additional and payment of such is the sole responsibility of the purchaser.

Warranty - valid for 90 days from delivery

Hardware Warranty commences with the delivery of the equipment to the customer location

Extended Warranty Pricing	Year 1	Year 2	Year 3	Year 4	Year 5
Ranger - per unit, per year	\$131	\$145	\$158	\$184	\$210

Assumptions

TripSpark will provide:

- 1 All of the onboard equipment included above

Client will be responsible for providing the following:

- 1 Space, power, network (LAN/WAN) connectivity, for required servers and workstations.
- 2 Access to the servers via the internet (i.e. VPN, PCAnywhere) to support remote trouble-shooting/support.
- 3 Provision/configuration of router/firewall to allow two-way IP based communications with the mobile devices.
- 4 Public data (and voice, if applicable) network activations and monthly airtime subscriptions for each vehicle.
- 5 Wi-Fi access points at the garages (if desired).
- 6 Swap-out maintenance of in-vehicle equipment during and after the warranty period.
- 7 Data entry/verification including but not limited to stops, routes, schedules, timepoints.
- 8 Third party interface fees to existing agency equipment (incl. fareboxes, annunciators, onboard signs, etc.)
- 9 Installation of equipment in client vehicles
- 10 SQL for databases for all TripSpark Software

**Contract between City and Trapeze Software Group, Inc.
d.b.a. TripSpark for
System Supply and Support Agreement
FY 2018-2020**

SYSTEM SUPPLY AND SUPPORT AGREEMENT

This Agreement effectively made this 5th day of JULY 2017, between:

Name and Address of Licensor:
Trapeze Software Group, Inc. d.b.a. TripSpark
Technologies ("TripSpark"), with a place of business at:
5265 Rockwell Drive NE
Cedar Rapids, Iowa 52402

Name and Address of Customer:
City of Murfreesboro
("Customer") with a place of business at:
111 West Vine Street
Murfreesboro, Tennessee 37133

This Agreement, including its Exhibits (Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G), attached hereto, represents the complete and exclusive agreement between TripSpark and Customer with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between TripSpark and Customer in any way relating to the subject matter of this Agreement, including but not limited to the Trapeze Software Group, Inc. Ranger/Streets ITS Terms and Conditions of Sale dated August 22, 2013 and amendments thereto under which certain TripSpark Software and Equipment was implemented, accepted and for which warranties have expired (the "Purchase Contract"). No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written amendment signed by both parties.

The parties acknowledge and agree that the Purchase Contract has no further force or effective as of the effective date of this Agreement.

TRAPEZE SOFTWARE GROUP, INC.

CITY OF MURFREESBORO

Signature: _____

Name:

Title:

Steve Dewis
Director, Client Services

Signature: _____

Name:

Title:

[Handwritten Signature]

TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

- “Agreement” this system supply and support agreement between TripSpark and Customer, and the attached exhibits, all of which form an integral part of this Agreement;
- “Documentation” the user documentation pertaining to the System as supplied by TripSpark;
- “Equipment” means collectively, the TripSpark Equipment and the Third Party Equipment;
- “Hosting Services” the specifications for the hosting services to be provided by TripSpark, attached hereto as Exhibit G;
- “New Product” any update, new feature or major enhancement to the TripSpark Software that TripSpark markets and licenses for additional fees separately from Upgrades;
- “Statement of Work” the specifications for the services to be provided by TripSpark, any subcontractors, and the Customer, attached hereto as Exhibit D;
- “Summary of Pricing” the summary of pricing information related to the System, attached hereto as Exhibit C;
- “System” means the Software products specified in Exhibit A and the Equipment specified in Exhibit B;
- “Third Party Equipment” the computer hardware, system software and any other related items to be provided by TripSpark, as identified in Exhibit B of this Agreement;
- “Trade Secrets” any information proprietary to either party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.
- “TripSpark Equipment” the TripSpark proprietary equipment units identified in Exhibit B of this Agreement;
- “TripSpark Software” the TripSpark existing and new proprietary software applications identified in Exhibit A of this Agreement;

2. Services TripSpark will provide all services and perform all actions required by, and in accordance with, the Statement of Work (the “Services”), attached hereto as Exhibit D. The Customer will perform all applicable activities and provide all information as required by the Statement of Work.

3. TripSpark Software License

a) TripSpark grants to Customer a personal, non-transferable and non-exclusive license restricted for use by Customer at their place of business:

(i) to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A ("License Date"), in accordance with the operational characteristics described in Exhibit A.

(ii) To use the TripSpark Documentation, but only as required to exercise this license.

c) The license to use the Transit Database is granted to Customer solely for the development of internal reports by Customer and for the integrated operation of the TripSpark Software in both Production Environment and Staging Environment. Unless expressly included herein, all other access rights to the Transit Database are excluded from this Agreement, and the Customer shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Transit Database without the express written consent of TripSpark.

d) Customer may make two back-up copies of the TripSpark Software. Customer may use the production copy of the TripSpark Software solely to process Customer's proprietary data. The TripSpark Software may not be used on a service bureau or similar basis to process data of any third parties.

e) Other than the rights of use expressly conferred upon Customer by this paragraph, Customer will have no further rights to use the TripSpark Software or the Documentation. Customer will not copy, reproduce, modify, adapt, translate or add new features to the TripSpark Software or the Documentation without the express written consent of TripSpark. Customer will not permit disclosure of, access to, or use of the TripSpark Software or the Documentation by any third party unless authorized in writing by TripSpark. Customer will not attempt to reverse compile or reverse engineer all or any part of the System.

f) The Equipment may include embedded third party software, including software licensed by:

- a. Microsoft® Corporation.
- b. HERE MAP, territory-specific geographic/map data consisting of data for the North America Territory;
- c. Telogis, Inc. (Geobase™ mapping technology software);
- d. Blacklight Solutions ("Blacklight Solutions");
- e. Nuance/Loquendo S.p.A., (Text to Speech software).

The terms and restrictions of TripSpark's software license grants will apply to the use of the third party software identified above and the licensors of such software are third party beneficiaries of the rights granted under those terms. If required, Customer shall enter into a separate end-user-license agreement depending on the product(s) procured. Customer may only transfer any embedded software product with the Equipment in accordance with the terms and conditions of this Agreement.

4. Title to Equipment and Risk of Loss

It is agreed that title and risk of loss to any Equipment sold hereunder shall pass to Customer at the time of delivery of the Equipment at the premises designated by the Customer.

5. Warranty

Third Party Equipment will be provided by TripSpark with any available manufacturer's warranty only and any corrective or remedial services with respect to such items shall be the exclusive responsibility of the
CITY OF MURFREESBORO

Customer. No warranty, condition or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including without limitation any implied warranties or conditions of quiet usage, merchantability, merchantable quality, fitness for a particular purpose, or from the course of dealing or usage of trade as allowed by law. In particular, TripSpark does not warrant that: (i) the System will meet all or any of Customer's particular requirements; (ii) that the operation of the System will operate error free or uninterrupted; or (iii) all programming errors in the System can be found in order to be corrected.

6. Payment TripSpark will invoice Customer for the TripSpark Software license fees, Services fees, Hosting Services Fees, and Equipment fees as set out in and according to the Summary of Pricing. TripSpark will invoice Customer in accordance with the payment schedule in the Summary of Pricing. The total amounts due for the Services and Expenses, as those fees are set out in the Summary of Pricing, are firm fixed amounts and will be invoiced on that basis. Expenses related to the Services are not to exceed those amounts set out in the Summary of Pricing. In the event that the operational parameters set out in Exhibit A of this Agreement are exceeded, TripSpark reserves the right to charge Customer its standard license fees and maintenance fees applicable to such additional levels of use.

Subject to receipt of an accurate invoice, Customer will pay invoices within thirty (30) days of receipt. Overdue payments will bear interest at the annual rate of fifteen percent (15%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Customer will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Customer has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

7. Maintenance Services and Extended Warranty

For the purposes of this Section 7 of this Agreement, the following definitions apply:

"Rogue Unit": TripSpark Equipment that exhibits a recurring problem subject to the following: (i) the undesired symptom reported is the same for three (3) sequential removals, and (ii) the undesired interval is seven (7) operating days or less;

"Turnaround Time": Commences on the date of receipt by TripSpark's Service Center, and continues to the date of shipment back to Customer;

No Fault Found ("NFF") / No Trouble Found ("NTF"): TripSpark Equipment which requires no repair, replacement or adjustment by TripSpark in order to return it to a serviceable level in accordance with subsection 7 (B) (iv) below;

"Updates and Upgrades": Those general releases to the TripSpark Equipment or TripSpark Software that TripSpark generally makes available as part of the annual maintenance program;

"Priority One (1) Variance": A TripSpark Equipment or TripSpark Software performance anomaly resulting in the loss or use of critical system functions and system is "down" to the extent that such loss affects the safety of the public and/or personnel;

"Priority Two (2) Variance": A TripSpark Equipment or TripSpark Software deficiency of lesser severity than a Priority One (1) that does not substantially reduce the capability of the System to accomplish its primary system functions (e.g., vehicle communications, and/or AVL, and/or fare collection). A Priority One (1) Variance for which an acceptable workaround has been established shall be reassigned to a Priority Two (2); and

"Service Notification": A notification or bulletin provided by TripSpark that describes a change to TripSpark Equipment or TripSpark Software.

A) TripSpark Software

Upon TripSpark receipt of Customer payment in full of annual maintenance fees, TripSpark agrees to provide the following maintenance and support services:

- (i) TripSpark will maintain the TripSpark Software so that it operates in conformity, in all material respects, with the descriptions and specifications for the TripSpark Software set out in the Documentation;

- (ii) in the event that Customer detects any errors or defects in the TripSpark Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm EST (Except North American holidays). Upon registration by Customer, TripSpark will also provide Customer with access to its software support website;
- (iii) TripSpark will provide Customer with Upgrades of the TripSpark Software at no additional license fee charge;
- (iv) Customer shall provide TripSpark with remote access to Customer's computers on which the TripSpark Software is installed. TripSpark shall provide updates and Upgrades to the TripSpark Software via remote connection. Should Customer request any on-site maintenance and support services, TripSpark reserves the right to charge its standard applicable service fees plus expenses related to such services; and
- (v) Upgrades will be provided with updated Documentation where available and appropriate.

B) TripSpark Equipment

Subject to purchase of extended warranty by Customer for additional Equipment only, as outlined in Summary of Pricing, TripSpark agrees to provide the following maintenance and support services

- (i) TripSpark shall provide phone support to Customer's authorized callers to assist with troubleshooting of installation, configuration, and operational problems of covered TripSpark Equipment;
- (ii) Customer shall send all TripSpark Equipment covered by this Agreement directly to the designated TripSpark Service Center outlined in the Return Materials Authorization ("RMA") Request Process, Exhibit F. Upon repair, TripSpark shall return the TripSpark Equipment to Customer's designated receiving facility, or other locations as designated by Customer's applicable Return Order. Cost of shipping to the designated TripSpark Service Center shall be borne by Customer. Cost of shipping the repaired TripSpark Equipment to the Customer's facilities shall be borne by TripSpark unless the TripSpark Equipment is deemed NFF / NTF. TripSpark Equipment returned for repair under this Agreement and subsequently determined by TripSpark to be NTF or NFF or upon warranty expiry is subject to the Time and Material pricing contained in Summary of Pricing. TripSpark reserves the right to substitute functionally equivalent parts for those parts returned to TripSpark for repair. TripSpark will use commercially reasonable efforts to obtain equally functional equivalent parts. Notwithstanding anything to the contrary herein, should equally functional equivalent parts not be available, Customer acknowledges and agrees that TripSpark will have no further obligation to support the TripSpark Equipment and Customer shall be obligated to pay to TripSpark bench fees at the then current TripSpark pricing. The bench fee amount applies to the services performed by TripSpark for testing and assessment of TripSpark Equipment issues whether or not TripSpark Equipment parts are available as described hereunder and whether or not Customer chooses to replace parts as advised by TripSpark.
- (iii) TripSpark shall make commercially reasonable efforts to provide a Turnaround Time of thirty (30) calendar days for TripSpark Equipment listed in Exhibit B, which is returned to TripSpark in accordance with Exhibit F;
- (iv) TripSpark shall apply special testing and repair to any Rogue Unit at no additional charge to Customer. Any special testing and repair shall not be subject to the Turnaround Time specified in subsection (iii) above; and
- (v) TripSpark may issue Service Notifications indicating recommended or mandatory changes to the TripSpark Equipment and Software covered under this Agreement.

C) Documentation for Equipment Difficulty

Prior to delivery to TripSpark of TripSpark Equipment to be repaired, Customer shall provide TripSpark with a return order, which shall include the following information:

- (i) Date of performance anomaly;

- (ii) Vehicle Number;
- (iii) Detailed system description of performance anomaly;
- (iv) Type number, part number, and serial number of the TripSpark Equipment;
- (v) Customer Return / Repair Order Number; and,
- (vi) Ship To address and Contact Name for return of TripSpark Equipment to Customer;

D) Documentation for Software Difficulty

Upon the identification of a possible fault or difficulty within any of the TripSpark Software to be supported hereunder, Customer shall promptly issue a trouble report to TripSpark that shall include the following information:

- (i) Date of performance anomaly;
- (ii) TripSpark Software module in question and location of where TripSpark Software is installed;
- (iii) Detailed system description of performance anomaly;
- (iv) Version number of TripSpark Software and severity/ impact to Customer's operations; and
- (v) Contact name and phone number.

The trouble report information shall also be communicated verbally via 1-877-411-8727 or via email at cc@TripSparkgroup.com or via customer portal www.MyTripSpark.com to TripSpark. TripSpark shall forward the trouble report to the designated repair technician.

E) Equipment and Software Excluded from Maintenance

The parties agree that the above maintenance services shall not apply to include maintenance of Third Party Equipment, and TripSpark shall be under no obligation to provide any maintenance services to the Customer with respect to such Third Party Equipment or third party software. The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects or performance issues in the TripSpark Software or the TripSpark Equipment which are caused by the actions or omissions of the Customer, its employees, contractors or vehicle riders.

In the event that TripSpark Equipment and Software covered under this Section 7 is subjected to any of the conditions below by Customer or any third parties, such TripSpark Equipment and Software shall be excluded from maintenance service coverage.

- (i) TripSpark Equipment or TripSpark Software subjected to carelessness or negligence;
- (ii) TripSpark Equipment or TripSpark Software subjected to cannibalization or vandalism;
- (iii) TripSpark Equipment or TripSpark Software subjected to alteration or repair in a manner which conflicts with TripSpark's written repair procedures, specifications, and license terms;
- (iv) TripSpark Equipment or TripSpark Software subjected to inadequate packing, shipping, storage or handling;
- (v) TripSpark Equipment or TripSpark Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
- (vi) TripSpark Software altered as a result of third party service bulletins.

F) **Disclaimer**

During any annual maintenance support or extended warranty period, TripSpark does not represent or warrant that (a) the TripSpark Equipment or TripSpark Software shall meet any or all of Customer's particular requirements; or (b) the operation of the TripSpark Equipment or TripSpark Software shall be error-free or uninterrupted.

8. **Payment of Maintenance Fees and Hosting Fees** Customer shall pay the annual maintenance fees and Hosting Services fees to TripSpark as provided in Exhibit E. These fees shall be subject to change as set out in Exhibit E. Customer shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for maintenance services and Hosting Services fees in accordance with Exhibit E. The Purchase Order shall be governed by the terms and conditions of this Agreement. In the event that the Customer wishes to terminate the maintenance services or Hosting Services to be provided under this Agreement, Customer must provide TripSpark with no less than ninety (90) days written notice of such termination, during which ninety day period the applicable maintenance fees and Hosting Services fees will remain payable. TripSpark may suspend provision of any maintenance services and Hosting Services fees during any period of time during which the applicable maintenance fees remain unpaid by Customer.

9. **Trade Secrets** Customer acknowledges that all Trade Secrets relating to or concerning the System, including any modifications made thereto, are owned by TripSpark or TripSpark has the applicable rights of use and Customer will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without TripSpark's prior written consent. Customer shall prohibit any persons other than Customer employees from using any components of the System and Customer shall restrict the disclosure and dissemination of all Trade Secrets reflected in the System to Customer employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

10. **Media and Publication** Upon reasonable notice and consultation with the Customer, TripSpark shall be entitled to publish press releases and other general marketing information related to this Agreement and the work done hereunder. Except for the foregoing, and subject to the strict requirements of the law, neither party will communicate with representatives of the general or technical press, radio, television, or other communication media regarding the work performed under this Agreement without the prior written consent of the other party.

11. **Intellectual Property Indemnification** TripSpark will defend Customer in respect of any claims brought against Customer by a third party based on the claim that the TripSpark Software or the TripSpark Equipment infringes the intellectual property rights of that third party. TripSpark will pay any award rendered against Customer by a court of competent jurisdiction in such action, provided that Customer gives TripSpark prompt notice of the claim and TripSpark is permitted to have full control of any defense. If all or any part of the TripSpark Software or TripSpark Equipment becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the TripSpark Software or TripSpark Equipment to make it non-infringing, or procure the right for the Customer's use of the System. This is TripSpark's entire liability concerning intellectual property infringement. TripSpark will not be liable for any infringement or claim based upon any modification of any part of the System developed by Customer, or use of the System in combination with software, hardware, or other technology not supplied or approved in advance by TripSpark, or use of any part of the System contrary to this Agreement or the Documentation.

12. **Exclusion of Liability**

a) TripSpark and Customer do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Customer for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

b) TripSpark does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. TripSpark shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet.

c) TripSpark will not be liable to Customer or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

(i) Customer's use of map or geographical data, owned by Customer or any third party, in conjunction with the System or otherwise; or

(ii) Customer's use of the System insofar as the System may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

(d) TripSpark's liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the System (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, will be absolutely limited to the Software license or Equipment hardware fees paid for the individual product that is the subject of the dispute.

(e) TripSpark will not be liable to the Customer or any third party for losses or damages suffered by Customer or any third party which fall within the following categories:

i) incidental or consequential damages, whether foreseeable or not;

ii) special damages even if TripSpark was aware of circumstances in which special damages could arise;

iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or bodily injury caused by TripSpark's gross negligence or willful misconduct.

(g) The Customer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which TripSpark Software, Equipment, and Third Party Equipment has been incorporated or installed.

The Customer acknowledges and agrees that TripSpark shall not be liable to the Customer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by the Customer in conjunction with or separate from the use of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement including any personal injury claim or action and to the extent permitted by Tennessee state law, the Customer shall defend and hold TripSpark harmless from any such claim or action including costs.

13. Termination

(a) This Agreement will remain in effect until terminated.

(b) Either party may terminate this Agreement by providing ninety (90) days written notice.

(c) TripSpark has the right to terminate this Agreement if Customer is in default of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed Customer defaults under this Agreement: (i) Customer fails to pay any amount when due hereunder; (ii) Customer becomes insolvent or any proceedings will be commenced by or against Customer under any bankruptcy, insolvency or similar laws.

(d) If Customer develops software that is competitive with the TripSpark Software, or Customer is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.

(e) If this Agreement is terminated, Customer will immediately return to TripSpark all copies of the TripSpark Software and the Documentation and any other Equipment provided to Customer pursuant to this Agreement which have not been paid for in full, and will certify in writing to TripSpark that all copies or partial copies of the TripSpark Software, the Documentation and such other materials have been returned to TripSpark. In the event of termination, TripSpark will be entitled to retain all fees paid by Customer for all license fees, service fees and expenses related to services or deliverables provided up to the termination date.

14. Force Majeure TripSpark will not be responsible for, and its performance of obligations will automatically be postponed as a result of, delays beyond TripSpark's reasonable control, provided that TripSpark notifies the Customer of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.

15. Assignment This Agreement is for the sole benefit of Customer and may not be assigned by Customer without the prior written consent of TripSpark.

16. Applicable Law This Agreement will be governed by and construed in accordance with the laws of the State of Delaware.

17. Third Parties No party other than Customer shall be licensed to use the TripSpark Software by this Agreement, unless such use is expressly permitted by the terms of this Agreement. In the event that this Agreement does allow for the use of the TripSpark Software by certain designated third party service providers, the Customer shall be responsible for taking all reasonable steps to ensure that the service provider is fully compliant with the terms of this Agreement including without limitation any restrictions on use of the TripSpark Software and obligations of confidentiality. TripSpark does not assume, and hereby expressly excludes, any obligations or duties to any third parties, whether expressly named in this Agreement or not, which may be inferred or implied by statute, regulation, common law, equity or otherwise.

18. Notices All notices must be in writing and will be duly given if delivered personally or sent by registered or certified mail to the respective addresses of the parties appearing on page one of this Agreement. Any notice given will be deemed to have been received on the date it is delivered if delivered personally, or, if mailed, on the fifth business day next following its mailing. Either party may change its address for notices by giving notice of such change, as required in this Section.

19. Purchase Order Upon execution of this Agreement, Customer will issue a Purchase Order specifying the amount of as set out in the Summary of Pricing, (this amount excludes any sales taxes, first year maintenance fees or escrow fees which may apply) for the provision of the System and the Services. The Purchase Order will be governed exclusively by the terms and conditions of this Agreement.

20. Audits TripSpark may perform audit(s) on the use of the System. Customer agrees to make the necessary operational records, databases, equipment, employees and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

21. Federal Certifications and Assurances. TripSpark shall comply with all of the required federal certifications and assurances set forth in Attachment H.

EXHIBIT A

Item	TripSpark Software	Application Description	Configuration	License Date
1.	TripSpark Mobile (Fixed Route)	Mobile Application for Fixed Route Bus Operators	Mobile Based	Effective date of this Agreement
2.	TripSpark XGate (Fixed Route)	Wireless Communication Module	Mobile Based	Effective date of this Agreement
3.	TripSpark XMobile Manager (XMM) Fixed Route)	Over the Air Programming Application	Mobile Based	Effective date of this Agreement
4.	TripSpark Streets CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner))	Fixed Route Computer Aided Dispatching and Automated Vehicle Location	Server Based	Effective date of this Agreement
5.	TripSpark Streets Route Monitor	Headway Monitoring	Server Based	Effective date of this Agreement
6.	TripSpark Streets-CAD/AVL Client License	Fixed Route Computer Aided Dispatching and Automated Vehicle Location	Server Based	Effective date of this Agreement
7.	TripSpark XGate Server License	Wireless Communication Module	Server Based	Effective date of this Agreement
8.	TripSpark XMobile Manager Server License	Over the Air Programming Application	Server Based	Effective date of this Agreement
9.	TripSpark MyRide Passenger Information	Real Time Passenger Information Module	Mobile Based	Effective date of this Agreement
10.	Transit Database		Included	Included

Note:

- Licenses are provided for operations up to fourteen (14) fixed route vehicles.
- Third Party Runtime licenses, if required to operate the TripSpark Software, are not included.
- Proposed software solution is designed for the Windows operating environments, with an ODBC database infrastructure (the Transit Database) designed by and proprietary to TripSpark, as applicable.
- Except as may be included in the Equipment or otherwise specifically required in the Agreement, the Customer is responsible for purchasing hardware and any other pre-requisite products.

6. Any software applications may be operated on any of the licensed workstations within a configuration approved by TripSpark. Licenses for additional local or remote workstations may be purchased at the then current rates.

EXHIBIT B

List of TripSpark Equipment:

As identified for future additional Equipment purchases made pursuant to this Agreement.

EXHIBIT C: SUMMARY OF PRICING

As identified for future purchases made pursuant to this Agreement.

EXHIBIT D: STATEMENT OF WORK

As applicable for all future purchases made pursuant to this Agreement.

EXHIBIT E: MAINTENANCE FEES AND HOSTING SERVICES

Long Term Support Fees

Item	TripSpark Software	Maintenance and Hosting Services Period Covered	Maintenance Fee and Hosting Services
1.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2017 to June 5, 2018	\$31,285.00
2.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2018 to June 5, 2019	\$32,849.25
3.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Mannager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information (up to 14 fixed route vehicles)	June 6, 2019 to June 5, 2020	\$34,491.71

Note: The Software maintenance fees and Hosting Services fees stated above apply to the corresponding time frames only and exclude applicable taxes. For all future annual renewals, maintenance fees shall be subject to TripSpark then current pricing. Hosting Services fee assumes up to five (5) user id's.

EXHIBIT F: RETURN MATERIALS AUTHORIZATION ("RMA")

RETURN MATERIAL AUTHORIZATION ("RMA") PROCESS

All items returned to TripSpark must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number. The reason for return (as specific as possible), the item(s) part number(s), serial number and Customer contact. For vehicle installed TripSpark Equipment please provide the vehicle id, vehicle make/model and vehicle year.

RETURN MATERIAL AUTHORIZATION ("RMA") REQUEST

Customers who have TripSpark Equipment needing repair, having received TripSpark approval for the repair shall follow the procedure outlined below:

Buyer (or authorized representative) has TripSpark Equipment needing repair.

Buyer (or authorized representative) provides to TripSpark: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto www.MyTripSpark.com and selecting "Request an RMA" on the left side. You will need to enter the following information:

- a) Serial number
- b) corresponding problem description for each device being returned
- c) return shipping address
- d) billing address

A complete and accurate description of the condition or problem of the component or unit and the Initial trouble shooting shall be done by the Customer (or authorized representative).

The Customer (or authorized representative) shall ship the unit and CRG (Customer Returned Goods) form to:

Trapeze Software Group, Inc. d.b.a. TripSpark Technologies
5265 Rockwell Dr NE
Cedar Rapids, IA 52402
Attention: RMA Department

For International shipments, please include a commercial invoice to prove place of origin for the repair.

Packing

- Customer (or authorized representative) places all TripSpark Equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. TripSpark will provide non-static bags at Customer's request. Customer shall place a copy of the CRG Form, which shall be provided by TripSpark at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned. Customer (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are Customer property and must be protected during shipping and through the entire return process.
- Use the values on the commercial invoice for entering the 'Value for Customs' on shipping forms (for International shipments)
- Do not enter a 'Total Declared Value for Carriage'. (For International shipments)
- Mark the RMA number on the top of the outside boxes.
- Attach one copy of the commercial invoice to each box (for international shipments)
- Attach the waybill.

Please note:

- TripSpark will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.

- Customer is responsible for shipping to and from TripSpark on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.
- If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

If you have any questions, please contact our Customer Care Department (cc@tripspark.com).

EXHIBIT G: HOSTING SERVICES

Hosting Services

1. OVERVIEW

This Exhibit G describes the hosting services for the Software licensed under Exhibit A of this Agreement ("Hosting Services") to be provided by TripSpark, the respective responsibilities of the parties, the service level objectives ("SLOs"), and the problem management process.

2. HOSTING SERVICES

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:

- Database software for the Software hosted under this Agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer's servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software
- Customer Local Area Networks ("LAN")
- Customer network infrastructure for connecting to the Internet and to the TripSpark Data Center

All Hosting Services will be provided by TripSpark to and for the Customer's benefit in a manner that will meet the objectives outlined in the Service Level Objectives below.

Support Software

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Software as provided by TripSpark as part of the Hosting Services.

Hardware

Customer shall provide the telecommunications equipment, communication lines, and associated internet services for connection from Customer's site to the Data Center.

Database Instances

TripSpark will maintain a single production database instance up to 50GB. This production database will provide the daily, real-time transaction data to the Software users.

Internet Bandwidth

TripSpark will provide up to 1Mbps pursuant this Agreement. Additional bandwidth is charged at the then current rate.

Backups

Full database backups and incremental database backups are take on a regular basis. Backup data is retained for 14 days.

Hours of System Operations

The Software will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of scheduled maintenance and previously approved outages. TripSpark will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the TripSpark side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

Data Center Maintenance

TripSpark will complete routine maintenance on the Software systems quarterly. TripSpark will provide at least seven (7) business days' notice to these planned outages.

If TripSpark is required to perform additional maintenance outside of the scheduled maintenance window, it will notify the Customer via email of its request. The Customer and TripSpark will mutually agree on the downtime, which will then be considered a period of scheduled maintenance.

Travel Expense

In addition to the fees set forth above, if TripSpark is required by Customer to attend and perform Services on-site, Customer shall reimburse TripSpark for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by TripSpark in support of this Agreement during provision of support services at the Customer site.

3. SERVICE LEVEL OBJECTIVES

These Service Level Objectives are intended to provide an understanding of the level of service to be delivered by the TripSpark for the Hosting Services specified in this Exhibit G-1. The service levels set forth below apply to the Hosting Services provided by TripSpark under this Agreement.

AVAILABILITY

TripSpark will use commercially reasonable efforts to provide Hosting Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Software during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Software during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Software because of (a) regularly scheduled maintenance windows for the Software and for times in which Customer has been notified in writing (including e-mail) by TripSpark in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by TripSpark or certified by TripSpark for use in conjunction with the Hosting Services (except as such non-performance is directly or indirectly caused by TripSpark).
- "z" is the number of hours in such month during which the Customer is unable to log into the Software (other than for reasons set forth in the definition of "y" above); provided that TripSpark has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Software.

4. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to TripSpark services.
- Providing contact information for a primary and an alternate contact to TripSpark that will be added to the notification lists upon execution of this Agreement.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Software level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Software being utilized.
- Installation, operation and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site. TripSpark network and network responsibility extends from the TripSpark routers at TripSpark's sites to all connected equipment at TripSpark's sites.
- Testing updates and fixes applied by TripSpark to Software used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the TripSpark at the end of the Customer testing period unless specific problems are documented in writing to TripSpark.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the TripSpark for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing TripSpark of any problems encountered in a timely manner.

5. OWNERSHIP OF SOFTWARE AND DATA

Customer shall not obtain any ownership rights, title or interest in the Software, hardware or systems developed or employed by TripSpark in providing any Services under the Agreement. TripSpark shall not obtain any ownership rights, title or interest to Customer's data contained within the Software database. Upon expiration or termination of the Agreement for any reason, TripSpark agrees to, upon a written request by Customer, either provide Customer with a copy of or destroy the Customer's data, as it exists at the date of expiration or termination. If the Customer desires that TripSpark provide a copy of all of the Customer's data at any period other than expiration or termination of the Agreement, TripSpark will provide a quote detailing the scope and cost for such services for Customer's approval.

COUNCIL COMMUNICATION

Meeting Date: 08/22/19

Item Title: GE Annual Support Renewal for WRRF & SRWTP SCADA Operation

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Support renewal for Supervisory Control and Data Acquisition (SCADA) software.

Staff Recommendation

Approve for purchase.

Background Information

GE iFix is the SCADA software that gives an overview and controls plant operations. The support agreement assists with keeping the software up to date and providing a point of contact for technical support when issues arise.

Council Priorities Served

Safe and Livable Neighborhoods

Proper operation of the Water Treatment Plant, Water Resource Recovery Facility and regional lift stations are necessary to safeguard the public health.

Fiscal Impacts

Cost for GE iFix is \$30,206.69 and accounted for in MWRD's FY20 operating budget.

Attachments:

GE Support Renewal contract



Remit Payment Only To:

By Electronic: Bank of America
1401 Elm Street 2nd Floor
Dallas TX, 75202
ABA Information: 111000012
Account Name: GE Digital LLC
Account Number: 4451103219

International Wires
Bank of America
100 West 33rd Street
New York, NY 10001
Swift Code: BOFAUS33
Account Name: GE Digital LLC
Account Number: 4451103219

Primary SalesPerson **Stuart Walton**

Primary Sales Email

Primary Sales Phone

Inside Sales Person **Gregory Roesel**

Inside Sales Email gregory.roesel@ge.com

Inside Sales Phone (513) 240-2677

Bill To:	End User:
MURFREESBORO WATER PO BOX 1477 MURFREESBORO, TN 37133 US	MURFREESBORO WATER & SEWER 2032 BLANTON DRIVE MURFREESBORO, TN 37129-0000 US
Bill To CSN: 12364000	End User CSN: 13322900

Quote #	BMIQ-03262019-311512
Quote Date	Mar 26, 2019
Expiration Date	Aug 31, 2019
Quote Revision	1
Currency	USD
Customer RFQ	

Detailed Report:

IFIX									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-06441401-003-001			IF58PDUNLEN-S	iFix v5.8 Plus Development Unlimited Points English SCADA Synchronization		1	Premier	Aug 6, 2020	\$2,377.44
3-06441401-009-001			IF58PDUNLEN-S	iFix v5.8 Plus Development Unlimited Points English SCADA Synchronization Backup License		1	Premier	Aug 6, 2020	\$1,188.80
3-25348601-003-001			IF59PDUNLEN-SE	iFix v5.9 Plus Development Unlimited Points English SCADA Synchronization Electronic Signature		1	Premier	Aug 6, 2020	\$2,905.44
3-25348601-008-001			IF59PRUNLEN-SE	iFix v5.9 Plus Runtime Unlimited Points English SCADA Synchronization Electronic Signature Backup License		1	Premier	Aug 6, 2020	\$1,140.80
TOTAL						4		Aug 6, 2020	\$7,612.48
IFIX Subtotal									\$7,612.48

DRIVER									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price

3-06441401-006-001			DR-G00P001	Drivers IGS- Industrial Gateway Server for Basic Points 1 Additional IGS Protocols		1	Premier	Aug 6, 2020	\$184.00
3-06441401-012-001			DR-G00P001	Drivers IGS- Industrial Gateway Server for Basic Points 1 Additional IGS Protocols Backup License		1	Premier	Aug 6, 2020	\$92.00
3-25345501-003-001			DR-G00P253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags		1	Premier	Aug 6, 2020	\$219.29
3-25345501-006-001			DR-G00P253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags Backup License		1	Premier	Aug 6, 2020	\$109.64
					TOTAL	4		Aug 6, 2020	\$604.93
DRIVER Subtotal									\$604.93

ICLIENT									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-06441401-015-001			IC58TSDEN-C015	iClient v5.8 Thin-Terminal Services Development English 15 Client		1	Premier	Aug 6, 2020	\$4,078.88
3-06441401-018-001			IC58TSDEN-C015	iClient v5.8 Thin-Terminal Services Development English 15 Client Backup License		1	Premier	Aug 6, 2020	\$2,039.52
3-25348601-013-001			IC59TSDEN-C017E	iClient v5.9 Thin-Terminal Services Development English 17 Client Electronic Signature		1	Premier	Aug 6, 2020	\$4,917.44
3-25348601-016-001			IC59TSDEN-C017E	iClient v5.9 Thin-Terminal Services Development English 17 Client Electronic Signature Backup License		1	Premier	Aug 6, 2020	\$2,458.72
					TOTAL	4		Aug 6, 2020	\$13,494.56
ICLIENT Subtotal									\$13,494.56

HISTORIAN									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-06441401-021-001			HS60E0000500000-M2	Historian v6.0 Enterprise 5000 Points Two Mirror		1	Premier	Aug 6, 2020	\$4,854.72
3-25348601-019-001			HS70S0000250000	Historian v7.0 Standard 2500 Points		1	Premier	Aug 6, 2020	\$2,184.80
					TOTAL	2		Aug 6, 2020	\$7,039.52
HISTORIAN Subtotal									\$7,039.52

PORTAL									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price

3-25348601-022-001			PO35E005	Portal v3.5 Enterprise 5 CALs		1	Premier	Aug 6, 2020	\$1,455.20
					TOTAL	1		Aug 6, 2020	\$1,455.20
PORTAL Subtotal									\$1,455.20

Total: \$30,206.69

Send Purchase Order and/or Correspondence to:

GE Digital LLC
2623 Camino Ramon
San Ramon, CA 94583-9130
Telephone: +1-800-433-2682 / +1-434-978-5100
gedigitalsalesupport@ge.com
http://www.ge.com/digital/software-services

ATTENTION: Please do not fax or email any export controlled technical data to these fax numbers or email addresses

This Quote does not include any freight charges or applicable taxes. All Items are Commercial items. Please include the Quote Number from this document on your Purchase Order.

This order is expressly conditioned upon Customer's acceptance of the attached GE Terms and Conditions. GE Digital LLC is not bound by any terms on Customer's order which attempt to impose any condition at variance with GE's terms attached hereto. GE's failure to object to provisions contained in any of Customer's forms shall not be deemed an acceptance of any of Customer's terms or a waiver of the provisions of GE's terms and conditions which shall constitute the entire, final, and exclusive statement of the agreement between the parties.

Terms & Conditions

The license or provision of the **GE** products and services by the GE Digital business (hereinafter "GE") submitting this proposal or quote is expressly conditioned upon the terms and conditions contained or referred to herein. Any authorization by Customer to furnish the GE Offerings will constitute acceptance of these terms and conditions.

1. DEFINITIONS

The capitalized terms used in this Agreement shall have the meaning given to them below. Words imparting the singular shall also include the plural and vice versa, as the context requires. GE and Customer are each referred to herein as a "Party" and together as the "Parties." The term "General Terms and Conditions" shall mean specifically the body of the following section, and all appendices attached hereto. The term "Agreement" shall mean, collectively, these General Terms and Conditions and any Order issuing from the attached quote or proposal.

- 1.1. **"Acceptable Use Policy"** is defined in Appendix A.
- 1.2. **"Affiliate"** means, with respect to a Party, an entity that controls, is controlled by, or is under common control with such Party, where control means ownership, directly or indirectly, of 50% or more of the voting shares of the subject entity or the right to appoint a majority of the board of directors of the subject entity.
- 1.3. **"Change Order"** is defined in Section 6.1.
- 1.4. **"Confidential Information"** of a Party means all of that Party's information and documentation disclosed to or accessed by the other Party in connection with this Agreement that is marked (or, if disclosed other than in writing, designated at the time of disclosure) as "confidential" or with a similar designation, including any information developed by reference to or use of the other Party's Confidential Information. GE's Confidential Information includes the GE Offerings. "Confidential Information" does not include information that: (a) is independently developed by the receiving Party, as demonstrated by the recipient's written records, without violating the disclosing Party's proprietary rights; (b) is or becomes publicly known (other than through unauthorized disclosure); (c) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; (d) is already known by the receiving Party at the time of disclosure, as demonstrated by the receiving Party's written records, and the receiving Party has no obligation of confidentiality other than pursuant to this Agreement; or (e) is rightfully received by the receiving Party free of any obligation of confidentiality.
- 1.5. **"Customer Content"** means data, information, documentation, and software provided by Customer for use in connection with the GE Offerings.
- 1.6. **"Deliverables"** are defined in Section 6.3.
- 1.7. **"Data Protection Plan"** is defined in Section 3.7.
- 1.8. **"Embedded Software"** is defined in Section 4.2.
- 1.9. **"GE Offerings"** means, collectively, the Hosted Services, Hardware, Software, Professional Services, and Support Services provided by GE in accordance with this Agreement.
- 1.10. **"Hardware"** means hardware equipment that is provided by GE to Customer, as described in Section 4.
- 1.11. **"Hosted Services"** are defined in Section 3.
- 1.12. **"Infringement Claim"** is defined in Section 12.1.
- 1.13. **"Open Source Software"** means any software that is distributed as "free software," "open source software" or under a similar licensing or distribution model, including without limitation the GNU General Public License (GPL) (including the GNU Affero GPL License), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License.
- 1.14. **"Order"** means Customer's acceptance of GE's quote or proposal to which these General Terms and Conditions are attached.
- 1.15. **"Professional Services"** are defined in Section 6.1.
- 1.16. **"Service Documentation"** is defined in Section 3.1.
- 1.17. **"Software"** is defined in Section 5.1.
- 1.18. **"SOW" or "Statement of Work"** is defined in Section 6.1.
- 1.19. **"Support Services"** means services associated with the support programs described in Appendix A.
- 1.20. **"Third Party Services"** are defined in Section 3.9.

1.21. "Third Party Software" is defined in Section 5.3.

1.22. "User" is defined in Section 3.8.2.

2. SCOPE

This Agreement sets forth the terms and conditions that govern any Order issued based on this quote or proposal and the provision of GE Offerings described herein and consists of: (a) these General Terms and Conditions, (b) the GE proposal or quote to which these General Terms and Conditions are attached, and (c) the appendices attached hereto. Any purchase order, order receipt, acceptance, confirmation, correspondence, online terms, or other confirmatory documents presented by Customer shall be deemed to be presented for payment purposes only, and GE specifically objects to, and shall not be bound by, any additional or different terms contained in such documents. In the event of any inconsistency, these General Terms and Conditions shall take precedence over any conflicting or inconsistent term in the Order.

3. HOSTED SERVICES

3.1. General. "Hosted Services" are computer software applications, software platforms, and equipment monitoring services that are hosted by GE and provided as a service to Customer. GE shall provide Customer with remote access to the Hosted Services for the term of Customer's paid subscription, as described in the Order. Customer agrees to use the Hosted Services solely in accordance with this Agreement, the product-specific terms and conditions described in Appendix A, and the written documentation published or provided by GE for the Hosted Services (collectively, "Service Documentation").

3.2. Hosted Services Warranty. For the term of Customer's paid subscription to the Hosted Services, GE warrants that such Hosted Services will materially comply with the then current Service Documentation provided for the Hosted Service. Customer acknowledges that GE may deliver continuous updates, changes, and improvements to the Hosted Services and the Service Documentation. GE may notify Customer of such changes by publishing updates or changes to GE's Web site for the Hosted Services or by means of written notice to Customer. Customer's sole remedy, and GE's sole obligation and liability, for any failure of the Hosted Services to conform to this warranty is for GE, at its option, to: (1) provide a correction or work-around or provide an issue resolution, or (2) permit Customer to terminate its subscription to the affected Hosted Services and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.

3.3. Disclaimers. WITHOUT LIMITING THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT HOSTED SERVICES WILL OPERATE FREE FROM ERROR, INTERRUPTION, OR DISRUPTION, INCLUDING, WITHOUT LIMITATION, DUE TO CYBER-ATTACKS, MALICIOUS OR OTHERWISE, OR FROM INTERRUPTIONS IN INTERNET CONNECTIVITY (INCLUDING DELAYS OR PACKET LOSS). CUSTOMER ACKNOWLEDGES THAT THE HOSTED SERVICES ARE NOT INTENDED FOR REAL-TIME CONTROL OR MONITORING DUE TO THE POSSIBILITY OF INTERRUPTIONS IN SERVICE OR CONNECTIVITY. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE AND CONTINUOUS OPERATION OF ITS EQUIPMENT, FOR VERIFYING RESULTS GENERATED BY THE HOSTED SERVICES, AND FOR TAKING APPROPRIATE ACTIONS BASED ON SUCH RESULTS.

3.4. Changes. GE may change, discontinue, or deprecate any of the Hosted Services (including individual services or the Hosted Services as a whole) or change or remove features or functionality of the Hosted Services or revise the applicable Service Documentation. Without limiting the generality of the foregoing, GE may change, terminate, or discontinue all or a portion of a Hosted Service if required by changes in GE's relationship with a third party provider or licensor; if required to comply with law or requests or government entities; if providing the Hosted Services could create a substantial economic or technical burden or material legal or security risk; or if GE determines that use of the Hosted Services by Customer or the provision of the Hosted Services to Customer is prohibited or impractical due to a legal or regulatory reason. GE may change, discontinue, or add to the Support Services for the Hosted Services from time to time by posting a notice to the Web site where such Support Services are described. If such changes have a materially adverse effect on Customer's use of the Hosted Services, Customer may notify GE in writing, and GE may propose resolutions or work-arounds. If GE is unable to provide Customer with a resolution or work-around reasonably satisfactory to Customer, then Customer may terminate its subscription to the affected Hosted Services upon written notice to GE and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.

3.5. Use Limitations. Customer's Order may specify usage or deployment limitations relating to the Hosted Services. GE may enforce such usage limitations by technical or resource restrictions, or GE may permit excess usage and invoice Customer for such use at GE's standard rates. Customer agrees to pay for such additional invoices in accordance with the payment terms of this Agreement. If a usage limitation designated in the Order is based on limitations or entitlements not monitored by GE, then Customer agrees to limit its usage only to the designated scope and promptly notify GE if such limitations are exceeded. Customer shall use the Hosted Services solely for its internal business purposes as permitted by this Agreement and shall not license, sublicense, sell, resell, rent, lease, transfer, assign, publish, disclose, time share or otherwise commercially exploit the Hosted Services or make the Hosted Services available to any third party, other than as expressly permitted by this Agreement.

3.6. Suspension. GE may suspend Customer's right to access or use any portion or all of the Hosted Services upon notice to Customer if GE determines that Customer's use of or registration for the Hosted Services: (i) is unlawful, fraudulent, or prohibited by law, (ii) poses a security threat to the Hosted Services, GE, GE's Affiliates, or any third party, (iii) may adversely impact the integrity of the Hosted Services or the systems or content of any other customer, (iv) may subject GE, GE's Affiliates, or any third party to liability, (v) violates the Acceptable Use Policy or acts in a manner inconsistent with Customer's Responsibilities as set forth in Section 3.8, or (vi) exceeds the scope of use authorized by GE. GE may also suspend Hosted Services if Customer is more than 30 days overdue on any payment obligation under this Agreement. GE shall use commercially reasonable efforts to re-establish Hosted Services after GE determines the cause of the suspension has been resolved. Any suspension under this paragraph shall not excuse Customer's payment obligations under this Agreement.

3.7. Security and Data Privacy

3.7.1. Security. GE shall use reasonable efforts to implement appropriate measures, in accordance with GE's standard security policies applicable to the Hosted Services ("Data Protection Plans") designed to secure Customer Content against accidental or unlawful loss, access, or disclosure. GE reserves the right to modify Data Protection Plans from time to time upon notice to Customer. Customer consents to GE's collection, use, and disclosure of information associated with the Hosted Services as described in this Agreement and the applicable Data Protection Plan, and in particular to the processing of Customer's Content in, and the transfer of Customer Content into, any country in which GE or its affiliates or subcontractors maintain facilities (including the United States). GE shall treat Customer contact information (including business contact information of Customer representatives) in accordance with GE's Privacy Policy available at <http://www.ge.com/privacy>. Customer consents to the disclosure of Customer Content to GE's subcontractors and Affiliates who agree to maintain and use Customer Content in accordance with this Agreement.

3.7.2. Regulated Data. If Customer Content includes any data subject to specific legal or regulatory requirements (including, but not limited to, health care data, EU personal data, export-controlled data, or sensitive government data), Customer shall notify GE in writing of such requirements and provide any information that is necessary or reasonably requested by GE to determine the applicable regulatory requirements. Except as may be specified by GE in writing, GE shall not have any responsibility to discover or provide a hosting environment that complies with such regulatory requirements. Without limiting the generality of the foregoing, if Customer intends to use the Hosted Services to process personal data of individuals located in the European Union, Customer shall notify GE in writing and the parties will reasonably cooperate to comply with their respective obligations under the EU General Data Protection Regulation.

3.8. Customer's Responsibilities

3.8.1. Customer Content and Equipment. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content and Customer equipment. Customer is responsible for securing all necessary rights and permissions to provide Customer Content to GE and to use Customer Content with the Hosted Services. For example, Customer is solely responsible for:

- a) the technical operation of Customer Content, including ensuring that calls Customer makes to or from any Customer application or service are compatible with the Hosted Services;
- b) compliance of Customer Content with the Acceptable Use Policy, Data Protection Plan, and applicable Service Documentation;
- c) compliance by Customer with all applicable laws, executive orders, administrative rules and regulations, safety standards, ordinances, and court orders in using the Hosted Services;
- d) any third party claims relating to the legal status of Customer Content;
- e) the operation, control, conditions, use, and maintenance of Customer equipment and ensuring that Customer's computer systems and equipment meet the current technical requirements for the Hosted Services;
- f) the accuracy, completeness, and timeliness of Customer Content; and
- g) proper handling and processing of notices sent to Customer (or any of Customer's Affiliates) by any person claiming that Customer Content violates such person's rights, including notices pursuant to the U.S. Digital Millennium Copyright Act or similar laws of other countries.

3.8.2. Customer Security. Customer is responsible for properly configuring and using the Hosted Services and taking Customer's own steps to maintain appropriate security, integrity, and backup of Customer Content, which may include routine archiving of Customer Content and the use of encryption technology to protect Customer's Content and credentials. Customer's credentials (which may include username, passwords, tokens, certificates, keys, and pins) issued by GE or selected by Customer for accessing the Hosted Services are for Customer's internal use only and Customer may not share or disclose them to any other entity or person, except that Customer may disclose Customer's credentials to Customer's employees, agents, and subcontractors performing work on Customer's behalf ("User"). Customer is responsible for any use of Customer's credentials and for notifying GE immediately of any breach of security related to Customer's credentials. Customer is responsible for complying with the Data Protection Plan and all other security requirements published by GE or communicated to Customer for securing Customer Content in connection with using the Hosted Services. Customer is deemed to have taken any action that Customer permits, assists, or facilitates any User or other person or entity to take related to this Agreement, Customer Content, or the Hosted Services. Customer shall not take any action to circumvent any security feature or attempt to exceed authorized access to the Hosted Services or its related systems or networks; interfere with or disrupt the integrity or performance of the Hosted Services or the data contained therein; or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. If Customer becomes aware of any violation of the foregoing by a User, Customer shall immediately terminate such User's access to Customer's account and notify GE.

3.8.3. Connectivity. Except as expressly provided in the Order, Customer is solely responsible for providing Internet connectivity for Customer's facilities and Customer equipment as necessary to access and use the Hosted Services (including all ISP charges). GE does not and cannot control the flow of data to or from the Hosted Services infrastructure and other portions of the Internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof).

3.9. Third Party Services. If specified on GE's Web sites for the Hosted Services, third parties may offer independent services, including hosted application services ("Third Party Services"), directly to Customer under a separate agreement, and Customer's acceptance of such offers will constitute a separate agreement solely between Customer and the third party provider thereof. If Customer subscribes to Third Party Services, Customer consents to GE sharing with the third party provider: (i) Customer contact and account information, (ii) Customer Content in connection with Customer's use of the Third Party Services, and (iii) additional information, if any, disclosed in writing to Customer in connection with the Third Party Services. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third Party Services.

4. HARDWARE

4.1. Delivery. Delivery of Hardware sold will be made FCA GE's facility (Incoterms 2010). Title to Hardware shipped by GE from the United States shall pass to Customer immediately after each item departs from the territorial land, seas, and overlying airspace of the United States. Title to all other Hardware sold shall pass when the product is made available for shipment at the point of shipment. Delivery of Hardware leased to Customer shall be made by commercially reasonable means. Title to such leased Hardware shall not pass to Customer. Title to any software embedded in or included with Hardware ("Embedded Software") does not pass to Customer.

4.2. Embedded Software. GE grants to Customer a limited, nonexclusive license to use any Embedded Software only with and as embedded within the associated Hardware, and Customer shall have no other rights with respect to Embedded Software, including any right to copy or modify the Embedded Software. Customer may transfer the Embedded Software to a third party only to the extent that Customer is permitted to transfer the associated Hardware under this Agreement. Embedded Software is otherwise governed by the license restrictions set forth in Section 10.4 below.

4.3. **Hardware Warranties**

4.3.1. Hardware Sold. During the applicable warranty period stated below, GE warrants that Hardware sold will be free from material defects in material and workmanship and will materially conform to any specifications agreed to by the Parties in writing. If any failure to meet this warranty appears within applicable warranty period from the date of shipment of the Hardware, and Customer returns such equipment to GE pursuant to GE's applicable repair and replacement policy, GE shall correct any such failure at its option, (i) by repairing any defective or damaged part or parts of the equipment, or (ii) by making available, FCA GE's shipment facility (Incoterms 2010), any necessary repaired or replacement parts. Inbound shipping charges to GE, including associated taxes, duties, tariffs, etc., shall be paid by Customer. Return (outbound) warranty repair shipping charges shall be paid by GE to Customer's destination. GE shall have no warranty obligation for Hardware damage or malfunction caused by accident, abuse, misuse, neglect, or improper repair, storage or handling by Customer or its agents. If in GE's reasonable judgment such repair or replacement of Hardware is not practicable, GE shall offer to refund or credit monies paid by Customer for such Hardware upon a return of such Hardware to GE. The applicable warranty period for sold Hardware is twenty-four (24) months from shipment date, unless otherwise stated in the Order or an appendix hereto.

4.3.2. Hardware Leased. Provided that Customer has paid all amounts due, GE warrants that Hardware leased will be free from material defects in material and workmanship and will materially conform to any specifications agreed to by the Parties in writing during the lease period. If leased Hardware fails to meet this warranty during the lease period, GE shall correct any such failure at its option, (i) by repairing any defective or damaged part or parts of the Hardware, or (ii) by delivering, in accordance with standard delivery protocols, any necessary repaired or replacement parts. If in GE's reasonable judgment such repair or replacement of Hardware is not practicable, GE shall permit Customer to terminate the lease and return such Hardware. In the event GE determines that the damage to the leased Hardware resulted from accident, abuse, misuse, neglect, or improper repair, storage or handling by Customer or its agents, Customer shall be charged the then applicable list price for the replacement of the Hardware.

4.3.3. Remanufactured Subassemblies or Parts. Unless prohibited by law, certain Hardware may contain remanufactured subassemblies or parts which have been cleaned, refinished, inspected, and tested to new-product standards. The warranty for any such product will be as provided in this agreement or any applicable warranty of the third party manufacturer, if applicable.

4.3.4. Third Party Hardware. GE warrants Hardware manufactured by third parties including, but not limited to, personal computers, gateways, routers, servers, sensors, edge devices, micro drives, rotary disks, compact flash, cables and accessories, and embedded third party firmware only to the extent that the manufacturer's or third party's warranty allows GE to transfer such warranty to Customer. GE shall pass through to Customer any such warranties. Except to the extent any such manufacturer or third party provides a pass-through warranty, such Hardware is provided "AS IS" without warranty of any kind and the manufacturers and/or third parties disclaim all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, title, non-infringement, or fitness for a particular purpose. The manufacturers or third parties shall not have any liability for special, indirect, punitive, incidental, or consequential damages. Customer's sole remedy for breach of such warranty shall be the remedy offered by and available from the manufacturer or third party, if any. GE shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to third party Hardware and associated Embedded Software.

The remedies stated in this Section 4.3 are Customer's exclusive remedy, and GE's sole obligation and liability, for any breach of the warranties for Hardware.

5. SOFTWARE

5.1. Scope. As used herein, the term "Software" shall mean certain computer software and related documentation described in the Order, that is provided to Customer by digital download or on physical media for Customer's installation on Customer's computers, including any updates or upgrades provided by GE in connection with Support Services. As used herein, the term "Software" excludes any software hosted by or on behalf of GE and provided as a service.

5.2. Licenses. Subject to Customer's payment of all applicable fees and compliance with this Agreement, GE grants to Customer a limited, non-transferable, nonexclusive license, for the license period specified in the applicable Order, to use the Software provided pursuant to the Order for Customer's internal business use. Customer must comply with any license scope or usage limitations (such as named user, concurrent user, processor, server, site, facility, or asset based limitations) described on the applicable Order. Customer shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or commercially exploit the Software, or make the Software available to any third party, other than as expressly permitted by this Agreement.

5.3. Separately Licensed Software. Some Software may be supplied to Customer under a separate license agreement, including Open Source Software ("Third Party Software"). Customer's use of such Third Party Software will be governed by such separate license agreements. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third Party Software.

5.4. Customer Responsibilities. Unless otherwise specified in the Order, Customer shall be solely responsible for:

- a) properly installing, configuring, and using the Software in accordance with applicable documentation,
- b) providing any hardware, equipment, and physical infrastructure necessary to run the Software,
- c) providing any third party software not included in the Software,
- d) maintaining the security, privacy, and backup of Customer Content,
- e) compliance with applicable laws related to the use, storage, or processing of Customer Content,
- f) the proper operation, control, and maintenance of Customer equipment monitored by the Software, and
- g) applying patches, bug fixes, upgrades, and updates of the Software or third party software.

5.5. GE Software Warranty. GE warrants that as of the date of delivery by GE, Software will materially conform with the written product documentation supplied with the Software. If within ninety (90) days of the date of delivery it is shown that the Software does not meet this warranty, GE shall, at its option, either correct the defect or error in the Software, free of charge, or make available to Customer satisfactory substitute software, or, if none of the foregoing is reasonably practicable, offer to return to Customer all payments made as license fees therefor after Customer certifies that it has returned or deleted all copies of the Software in its possession. The remedy provided in this Section shall be Customer's exclusive remedy, and GE's sole obligation and liability, for any breach by GE of the foregoing warranty.

5.6. DISCLAIMERS. WITHOUT LIMITING THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT: (I) SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR WILL MEET CUSTOMER'S SPECIFIC NEEDS; (II) SOFTWARE WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT OR CONDITION OF THE CUSTOMER EQUIPMENT; OR (III) CYBERSECURITY SOFTWARE WILL PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES OR UNAUTHORIZED INTRUSIONS.

5.7. Delivery. Unless otherwise specified in the Order, Software will be made available for electronic download by Customer. GE shall be deemed to have delivered Software when GE makes the Software available for download by Customer. If the Order specifies that Software is to be delivered to Customer on physical media, then delivery of physical media will be made FCA GE's facility (Incoterms 2010). No title to the Software shall be transferred.

5.8. Return or Destruction. Upon the expiration of Customer's license, or its earlier termination in accordance with this Agreement, Customer shall certify, at GE's written request, the deletion or return of all copies of Software in Customer's possession.

6. PROFESSIONAL SERVICES

6.1. Services. GE shall provide Customer with the professional services ("Professional Services") set out in a written statement of work describing the scope of services, functionality, fees, deliverables, milestones, and estimated delivery dates, and other requirements thereof ("Statement of Work" or "SOW") that is included in the Order or that issues in accordance with an Order. All material changes to any Statement of Work shall be effective only if set forth in a fully executed change order (each a "Change Order").

6.2. Fees and Expenses. In addition to the fees stated in the Statement of Work, Customer shall reimburse GE for all reasonable and customary travel, lodging, and other related expenses incurred by GE or its personnel in connection with the performance of Professional Services.

6.3. Deliverables. The deliverables resulting from Professional Services to be provided by GE to Customer will be described in the applicable Statement of Work ("Deliverables"). Acceptance procedures for the Deliverables, if any, shall be stated in the applicable Statement of Work. Otherwise, Deliverables shall be deemed accepted by Customer if GE has not received written notice of material defects or non-conformity within five (5) business days after delivery. No schematics or source code shall be furnished, unless specified in the Statement of Work.

6.4. License. As between the Parties, GE shall retain all rights, title, and interests to any copyright, patent, trademark, trade secret, or other proprietary or intangible rights, that arise from GE's performance of the Professional Services, including any such rights embodied in the Deliverables, except for the following license to Customer: upon full payment by Customer to GE of all applicable fees, GE grants to Customer a limited, non-exclusive, non-transferable license to use the Deliverables for its internal business purposes, which license shall be perpetual and royalty-free unless otherwise stated in the applicable SOW.

6.5. Customer Responsibilities. If Professional Services are to be provided at Customer's site or a third-party site designated by the Customer, Customer shall on an ongoing basis provide GE access to: (i) such site in a clean, lighted, safe, and level condition; (ii) adequate power sources, networks, telephone, and data lines, and other utilities; and (iii) personnel, information, and documentation as reasonably required by GE. Customer shall be responsible to obtain any required permits, approvals, authorizations, or the like to permit GE to perform services at the site. To the extent Customer discloses or makes available to GE any materials, including Customer Content, Customer represents that it has the full right and authority to disclose such materials to GE for purposes of performing GE's obligations hereunder.

6.6. Professional Services Warranty. GE warrants that Professional Services performed by GE will materially conform to specifications agreed to by the Parties in the Statement of Work and be performed in a manner consistent with standard commercial practices in the industry. If Customer notifies GE of any material breach of this warranty within ninety (90) days from the delivery of the Deliverables, GE shall, at GE's option (i) reperform any defective portion of the Professional Services furnished, or (ii) if reperformance is not practicable, furnish without charge additional Professional Services in an amount essentially equal to those which, in GE's sole judgment, would have been required for reperformance. The Parties agree that the remedy set forth in this Section shall be GE's sole obligation and liability, and Customer's sole remedy, for warranty claims arising from or in connection with Professional Services.

6.7. Disclaimers. WITHOUT LIMITING SECTION 9.2, IF PROFESSIONAL SERVICES INCLUDE PROVIDING CUSTOMER WITH ADVICE OR DATA, CUSTOMER ACKNOWLEDGES THAT THE INTERPRETATION OR APPLICATION OF ANY SUCH ADVICE OR DATA DEPENDS ON MANY FACTORS OUTSIDE OF GE'S ABILITY TO CONTROL OR FORESEE, AND THEREFORE, CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR CONFIRMING SUCH ADVICE OR DATA WITH APPROPRIATE TESTING PRIOR TO TAKING ANY ACTION OR DECISION. UNLESS OTHERWISE STATED IN A STATEMENT OF WORK, GE DOES NOT GUARANTEE THAT PROFESSIONAL SERVICES WILL PRODUCE ANY PARTICULAR RESULT OR OUTCOME.

7. DELIVERY

7.1. General. Unless otherwise agreed by the Parties in writing: (a) GE shall determine the method and routing of all deliveries; (b) delivery dates and times are approximate and based on (i) prompt receipt by GE of all information necessary to permit GE to proceed with work immediately and without interruption, (ii) Customer's compliance with the payment terms, (iii) prompt receipt by GE of all evidence GE may request that any required export or import license, as applicable, is in effect; (c) the prices for the GE Offerings include only GE's usual quality processes, systems, and tests; and (d) partial deliveries shall be permitted.

7.2. Packing. Hardware or tangible media delivered by GE shall be prepared, packed, and shipped by or on behalf of GE in accordance with good commercial practices, unless otherwise agreed by the Parties. A complete packing list shall be enclosed with all shipments. Customer agrees to reimburse GE for any costs for any non-standard packing, marking, or shipping directions requested by Customer.

8. PAYMENT

8.1. Payment Terms. Except to the extent otherwise specified by GE in writing, invoices for GE Offerings shall be issued pro rata as shipments are made or services performed or made available. If GE consents to delay shipments after completion of any equipment, payment shall become due, title shall pass, and equipment shall be held at Customer's risk and expense as of the date when GE is prepared to make shipment. Unless otherwise agreed in the Order, payment is due net thirty (30) days from the date of invoice. All payments shall be made without set off for claims arising out of other sales by GE. Payment shall be made in the currency quoted.

8.2. Financial Condition. If the financial condition of Customer at any time does not, in the judgment of GE, justify continued performance on the terms of payment previously agreed upon, GE may require full or partial payment in advance or otherwise shall be entitled to terminate any Order or Statement of Work and receive any early termination charges specified therein.

8.3. Late Payments. Customer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue, and Customer shall reimburse GE for any and all costs and expenses of GE's collections efforts including reasonable attorney's fees, and costs associated with compromises and judgments arising therefrom. GE retains a security interest and right of possession in the Hardware articles until Customer makes full payment, and Customer agrees to sign documentation at GE's request as reasonably necessary to perfect such interest.

8.4. Sales and Similar Taxes. GE shall be responsible for and shall pay any and all corporate and personal income taxes imposed on GE and its employees by applicable laws ("GE Taxes"). Customer shall be responsible for and shall pay to GE all taxes, duties, fees, and other charges of any nature (including, but not limited to, ad valorem consumption, excise, franchise, gross receipts, import, export, license, property, sales and use, stamp, contract duty / registration fees, storage, transfer, turnover, value-added taxes ("VAT"), Business and Occupation or other similar taxes, and any and all items of deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed by any governmental authority of any country in connection with the execution or performance of the Agreement ("Customer Taxes"), but excluding GE Taxes. All prices are exclusive of Customer Taxes, which may be added by GE to Customer's invoice if applicable, unless Customer provides a direct pay or exemption certificate to GE where permitted by law. If Customer deducts or withholds any GE Taxes from payments owed hereunder, Customer shall provide to GE, within 30 days from payment, the official receipt issued by the competent government authority to which the GE Taxes have been paid, or an alternative document acceptable to the relevant tax authorities. In respect of taxes to be withheld, if any, Customer shall comply with any applicable bilateral conventions against double taxation. The Parties shall reasonably cooperate to claim any available exemptions from tax, fees, or duties that may apply to this Agreement. When Customer arranges the export or intra-European Union ("EU") community shipment, Customer shall provide to GE, free of charge and within 90 days (or, in the case of exports from the U.S., 30 days), evidence (obtained from Customer's forwarder) of exportation or intra EU community shipment. If the laws in the country in which GE performs under this Agreement, or the laws in the country of incorporation of Customer, require the Agreement to be subject to stamp duty, fee, or registration with any local authority, Customer shall be responsible for the required formalities and bear the related costs. Customer shall return to GE a copy of the registration certificate or a registered copy of the Agreement within 10 days from the due date required by said laws to apply for such fee, duty, or registration.

9. REPRESENTATIONS AND WARRANTIES

9.1. General Conditions of Warranty. The warranties and remedies set forth herein are conditioned upon: proper storage, installation, use, and maintenance of the GE Offering in accordance with the applicable documentation, the proper design, operation, and configuration of the system into which the GE Offering is installed, conformance with any applicable recommendations of GE, and GE's ability to reproduce and observe the claimed defect, and prompt notification to GE of any defects and, as required, promptly making any personnel and computer systems available. Any unauthorized modification to or use of the GE Offerings by Customer will void the warranty.

9.2. Disclaimer of Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, GE AND ITS AFFILIATES AND LICENSORS MAKE NO WARRANTIES, CONDITIONS, OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND GE AND ITS LICENSORS EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE.

9.3. Customer Warranties. Customer represents and warrants that it has all rights and consents necessary to disclose Customer Content to GE and to permit GE to use the Customer Content to perform GE's obligations hereunder.

10. OWNERSHIP

10.1. Customer Content. As between Customer and GE, Customer retains all rights, title, and interests in and to Customer Content. Except as provided in this Agreement, GE obtains no rights under this Agreement from Customer to any Customer Content.

10.2. Service Data. Customer consents to GE's use of Customer Content to provide the GE Offerings to Customer and to perform GE's obligations under this Agreement. Customer further agrees that GE and its Affiliates may use information derived from Customer Content or generated by the GE Offerings to maintain, protect, create, develop, and improve the GE Offerings and other GE products and services, to the extent permitted by applicable law.

10.3. Reserved Rights. Customer acknowledges that the GE Offerings are protected by the copyright, patent, trade secret, trademark, and/or other intellectual property laws of the United States and other countries. As between GE and Customer, GE (or its Affiliates and licensors) own and reserve all rights, title, and interests in the GE Offerings, except those rights and licenses expressly granted to Customer by this Agreement.

10.4. Restrictions. Except as expressly authorized by this Agreement, Customer shall not (a) sublicense, copy, distribute, modify, or create derivative works of any GE Offering, except to the extent authorized by GE under separate agreements, (b) reverse engineer, disassemble, or decompile any GE Offering or apply any other process or procedure to derive the source code of the GE Offerings, (c) access or use the GE Offerings in a way intended to avoid incurring fees or to exceed usage limits or quotas, or (d) remove, alter, or obscure any proprietary notices that accompany the GE Offerings; or authorize or assist others to do any of the foregoing.

10.5. Suggestions. If Customer provides GE or its Affiliates with any feedback or suggested improvements to the GE Offerings, then Customer consents to GE's use and implementation of such suggestions, without compensation to Customer, and as between the Parties, GE shall solely own products and services developed by or for GE from such suggestions.

11. CONFIDENTIALITY

11.1. Non-Disclosure and Non-Use. A Party receiving Confidential Information (the "Receiving Party") shall not directly or indirectly, at any time, without the prior written consent of the Party disclosing such Confidential Information (the "Disclosing Party"), use or disclose the Confidential Information or any part thereof for any use other than necessary for the performance of the Receiving Party's obligations under this Agreement or as otherwise expressly permitted by this Agreement. The Receiving Party shall use reasonable efforts, but not less than those efforts it uses to protect its own information of a similar nature, to avoid disclosure, dissemination, or unauthorized use of the Confidential Information of the Receiving Party.

11.2. Compelled Disclosure. If the Receiving Party is requested by a governmental authority to disclose any Confidential Information, it shall promptly notify the Disclosing Party, to the extent permitted by law, to permit the Disclosing Party to seek a protective order or take other appropriate action, and shall assist in such activities. The Receiving Party shall only disclose that part of the Confidential Information as is required by law to be disclosed and the Receiving Party shall use commercially reasonable efforts to obtain confidential treatment therefor.

11.3. Injunctive Relief. In addition to any other rights and remedies under this Agreement or at law, the Receiving Party acknowledges and agrees that, due to the nature of the Confidential Information, its confidentiality obligations to the Disclosing Party under this Agreement are of a unique character and agrees that any breach of such obligations may result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy in damages and accordingly the Disclosing Party shall be authorized and entitled to seek injunctive or other equitable relief.

12. INDEMNIFICATION

12.1. By GE. GE shall, at GE's expense, defend or, at GE's option, settle any claim brought against Customer by a third party that any GE Offering infringes any third party's United States patent, copyright, trademark, or trade secret (an "Infringement Claim"), and pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by GE on Customer's behalf. As a condition of GE's obligation, Customer must notify GE promptly of any Infringement Claim in writing, tender to GE sole control and authority over the defense or settlement of such claim, and reasonably cooperate with GE and provide GE with available information in the investigation and defense of such claim. Any effort by Customer to settle an Infringement Claim without GE's involvement and written approval shall void any indemnification obligation hereunder. If use of any GE Offering becomes, or in GE's opinion is likely to become, enjoined or subject to a valid claim of infringement, GE may, at GE's option, (i) procure, at no cost to Customer, the right to use such GE Offering, or (ii) modify the GE Offering or provide a substitute that is non-infringing. If the foregoing is not commercially reasonable, GE may, as applicable: (x) suspend or terminate Customer's subscription to the affected Hosted Service and refund the unexpired portion of the prepaid fees for the suspended or terminated Hosted Services, or (y) terminate Customer's license to the affected Software and refund the pro-rated license fees, or (z) accept a return of the affected Hardware and refund the purchase price, less reasonable depreciation. GE shall have no obligation or liability under this Section for any Infringement Claim to the extent caused by: (a) a modification to the GE Offerings not provided or performed by GE, (b) Customer Content and Customer designs and specifications, (c) the combination of the GE Offerings with other hardware, software, content, or services not provided by GE, (d) use of an infringing GE Offering after GE has provided a non-infringing alternative, or (e) use of the GE Offerings beyond the scope authorized by this Agreement or contrary to applicable documentation. This Section states GE's sole obligation and exclusive liability, and Customer's sole remedy, for any third party claims of infringement or misappropriation of any intellectual or proprietary right.

12.2. By Customer. Customer shall defend and indemnify GE, GE's Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Customer's or any of its Users' use of the GE Offerings, other than an Infringement Claim; (b) the legal status of Customer Content or the combination of Customer Content with other applications, content, or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer Content or by the use, development, design, production,

advertising, or marketing of Customer Content; (c) a dispute between Customer and any User; or (d) personal injury and/or property damage alleged to be caused by Customer's use of GE Offerings to manage Customer equipment.

13. LIMITATIONS OF LIABILITY

GE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, USE, GOODWILL, DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE). CUSTOMER IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH THE CONTROL, OPERATION, AND USE OF CUSTOMER EQUIPMENT. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY GE'S NON-COMPLIANCE WITH THE APPLICABLE GE DATA PROTECTION PLANS, GE SHALL HAVE NO LIABILITY ARISING FROM CYBERATTACKS OR UNAUTHORIZED INTRUSIONS. GE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR CLAIMS ARISING OUT OF THIS AGREEMENT IN A CUMULATIVE AMOUNT EXCEEDING CUSTOMER'S ACTUAL DIRECT DAMAGES, UP TO THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY, AND, IN THE CASE OF HOSTED SERVICES, UP TO THE AMOUNTS PAID BY CUSTOMER IN THE ONE (1) YEAR PERIOD PRECEDING THE CLAIM.

14. TERM AND TERMINATION

14.1. Term. The term of this Agreement will commence on the Order acceptance or execution date and will remain in effect with respect to the Order (including the term of any license or subscription provided therein, and any renewals thereof), unless earlier terminated in accordance with Section 14.3.

14.2. Automatic Renewal. Except as otherwise stated in the Order, each license or subscription for Software or Hosted Services having a fixed and limited initial term shall be renewed automatically for successive one (1) year renewal terms, unless a Party provides the other Party with written notice of its intent to not renew at least thirty (30) days prior to the end of the initial or successive term.

14.3. Termination

14.3.1. In General. A Party may not terminate this Agreement or the Order issued hereunder, unless in accordance with Sections 14.3.2 or 14.3.3, or as expressly permitted by the Order.

14.3.2. For Breach. Either Party may terminate this Agreement for a material breach by the other Party, which breach is not cured within thirty (30) days of written notice provided to the breaching Party, or which breach is incapable of being cured.

14.3.3. For Insolvency. A Party may terminate this Agreement upon notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law that is not dismissed within thirty (30) days of the filing date thereof.

14.3.4. Effect of Expiration or Termination. The expiration or termination of this Agreement shall terminate the licenses granted and services provided hereunder, except as otherwise expressly stated in the Order 14.1 or agreed in writing. Upon any termination or expiration of this Agreement, the following Sections survive: 8 (Payment), 10 (Ownership), 11 (Confidentiality), 12 (Indemnification), 13 (Limitations of Liability), 14 (Term and Termination), and 15 (Miscellaneous).

15. MISCELLANEOUS

15.1. Performance by GE. GE shall have the right to use subcontractors and Affiliates to perform its obligations under this Agreement, and in such event, GE shall remain responsible to Customer for such obligations.

15.2. Excusable or Delayed Performance. GE shall not be liable for delays or nonperformance due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Customer, prerequisite work by others, acts of civil or military authority, government priorities, changes in laws or regulations, fires, strikes or other labor disturbances, floods, epidemics, war, terrorism, riot, delays in transportation or car shortages, or inability to obtain or delay in obtaining suitable labor, materials, government permits, or facilities, due to causes beyond its reasonable control. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost because of the delay, or if performance is rendered impossible, GE shall be excused from performance subject to an equitable adjustment to the applicable fees. In the event GE is delayed by conditions caused by Customer or by prerequisite work by other contractors or suppliers of Customer, GE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

15.3. Independence. GE and Customer are independent contractors, and neither Party, nor any of their respective Affiliates, is an agent, partner, or joint-venturer of the other for any purpose or has the authority to bind the other. Both Parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other Party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other Party's products or services.

15.4. No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

15.5. Trade Compliance. Each Party shall comply with applicable laws that govern the import, export, or re-export of data or materials supplied under this Agreement. Without limiting the foregoing, Customer agrees that it shall not sell, distribute, disclose, release, or otherwise transfer any item or technical data provided under this Agreement to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of Cuba and North Korea (ii) any entity located in, or owned by an entity located in, a "State Sponsor of

Terrorism" country, Cuba, or North Korea, (iii) the region of Crimea, or (iv) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the US Government. This clause shall apply regardless of the legality of such a transaction under local law. Except as otherwise agreed in writing between the Parties, each Party shall be responsible for obtaining and maintaining any authorization required for its performance under this Agreement (including the transfer any item or technical data under this Agreement), such as export license, import license, exchange permit or other required government export or import authorization. Each Party shall provide reasonable assistance necessary for the other Party to secure and comply with such authorizations as may be required. Each Party shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed despite commercially reasonable efforts by the Party. Additionally, such delay, denial, revocation or non-renewal shall not constitute a breach of this Agreement. Customer acknowledges that GE may conduct periodic screening of Customer and of its beneficial owners to comply with applicable laws and consents to the foregoing.

15.6. Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

15.7. Severability and Interpretation. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Any invalid or unenforceable portions shall be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion shall be severed from this Agreement but the rest of the Agreement shall remain in full force and effect. Section headings are used for convenience only.

15.8. Audit. Customer agrees to permit GE or GE's designated agent, upon reasonable notice to Customer, to audit Customer's books, records, and facilities to verify Customer's compliance with the terms and conditions of this Agreement, including any usage limitations or restrictions applicable to the GE Offerings. If any audit reveals an underpayment by Customer, GE may invoice Customer for such underpayment in accordance with GE's standard policies. Customer agrees to pay such invoice in accordance with the payment terms of this Agreement. GE shall pay for any audits, unless an audit reveals that Customer has underpaid by more than 15% of the fees owed in any 3-month period, in which case, Customer shall reimburse GE for its reasonable audit costs.

15.9. Notices. GE may provide any notice required or permitted to be given to Customer under this Agreement by sending a notice to the mailing or email set forth in the Order or registered by Customer with GE for receipt of notices, as may be updated by Customer from time to time upon notice to GE. Notices to GE may be provided as follows:

By personal delivery, overnight courier, or U.S. Postal registered or certified mail:

GE Digital
2700 Camino Ramon
Suite 450
San Ramon, CA 94583
Attention: GENERAL COUNSEL

By email: CONTRACTS.SOFTWARE@GE.COM

15.10. Assignment. Neither Party may assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party, and any assignment in violation of this provision shall be void. Notwithstanding the foregoing, GE may assign this Agreement, or any of its rights or obligations hereunder, without the necessity for obtaining consent, to any Affiliate of GE. Subject to these requirements, this Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

15.11. Entire Agreement. This Agreement is the entire agreement between Customer and GE regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and GE, whether written or oral, regarding the subject matter of this Agreement.

15.12. Amendments. Any Amendments to this Agreement must be in writing and must be signed by both Parties. No oral agreement, course of dealing, or trade usage shall be deemed to modify this Agreement.

15.13. Waivers. The failure of a Party to enforce any provision of this Agreement shall not constitute a present or future waiver of such provision or limit a Party's right to enforce such provision later. All waivers must be in writing and signed by the Party issuing the waiver.

15.14. Choice of Law. This Agreement shall be governed by the laws of the State of New York, without reference to its conflict of laws provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. All disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of arbitration shall be New York, New York. The language of arbitration shall be English. The Emergency Arbitrator Provisions shall not apply. The obligations under this Section shall not apply to any claim (including for injunctive relief) by a Party relating to any actual or alleged infringement of its copyright, patent or patent application, trademark, or trade secret, or for any breach of confidentiality hereunder.

15.15. High Risk Uses. Customer acknowledges that the GE Offerings are not designed for real-time control or time-sensitive applications that have the potential to cause death, personal injury, or property damage or that could result in radioactive, chemical, or biological contamination or environmental damage. Customer assumes the entire risk for any such use and shall defend and indemnify GE and its Affiliates from any liability to third parties resulting therefrom. Customer agrees not to use the GE Offerings for control of any nuclear facility or activity.

15.16. U.S. Government Contracting. If Customer is a U.S. Government entity or procures GE Offerings for or on behalf of a U.S. Government entity, the following provisions apply: (a) Customer agrees that all GE Offerings meet the definition of "commercial-off-the-shelf" (COTS) or "commercial item" as defined in FAR 2.101, and that the subparagraph terms of FAR 52.212-5(e) or FAR 52.244-6 (or, for orders from the U.S

Government, FAR 52.212-5 and FAR 52.212-4 with tailoring to the extent permitted by FAR 12.302 by replacing all paragraphs except those listed in FAR 12.302(b) with these terms and conditions), and (subject to subsection (e) below) DFARS 252.212-7001(c) or DFARS 252.244-7000, whichever are applicable, apply only to the extent applicable to COTS or commercial items and only as appropriate for the dollar value of this order; (b) with regard to any terms related to Buy American Act or Trade Agreements, the country of origin of GE Offerings is unknown unless otherwise specifically stated in writing by GE; (c) Customer agrees that any services offered by GE are exempt from the Service Contract Act of 1965 (FAR 52.222-41); (d) Customer agrees that this sale is not funded, in whole or in part, by the American Recovery and Reinvestment Act unless otherwise set forth in a written agreement of the Parties; (e) GE makes no representations, certifications, or warranties whatsoever with respect to the ability of GE Offerings to satisfy DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals; (f) with regard to DFARS 252.204-7012, Customer agrees that no Unclassified Controlled Technical Information or Covered Defense Information shall be provided to GE, delivered by GE to Customer, or used by GE in the performance of this Agreement; and (g) Customer is solely and exclusively responsible for compliance with any other applicable statutes or regulations governing sales to the U.S. Government, and GE makes no representations, certifications or warranties whatsoever with respect to the ability of GE Offerings or prices to satisfy any such statutes and regulations other than those contained herein.

Appendix A Product Specific Terms and Conditions

The following terms and conditions apply to specific GE Offerings listed below, in addition to the terms and conditions of the main body of the General Terms and Conditions. In the event of any conflict between the terms and conditions in this Appendix and the main body of the General Terms and Conditions, these terms and conditions shall take precedence with respect to the GE Offerings described below.

1. Predix Platform / APM (Hosted Service).

1.1. Service Documentation. The Service Documentation for the Predix platform services includes descriptions of services, analytics, and apps, and associated documentation published by GE on the Predix Web site (Predix.io), as may be modified by GE from time to time. The Service Documentation for Asset Performance Management (APM) includes documentation that GE provides for the APM applications and the functionality described on Customer's Order. Customer shall comply with the Predix Acceptable Use Policy found at <https://www.predix.io/legal/acceptable-use-policy> ("Acceptable Use Policy") when uploading, storing, or processing any Customer Content.

1.2. APIs. GE may change, discontinue, or deprecate any application program interface utilized for the Predix platform ("API") from time to time but shall use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if supporting the previous version would pose a security issue or is rendered impossible or impractical as a result of a legal or technological requirement).

1.3. Data Security. GE shall secure the Predix platform and APM applications hosted on Predix according to the published Data Protection Plan available at <https://www.predix.io/legal/data-protection>, as it may be updated by GE from time to time. Each Party agrees to comply with its respective obligations under the Data Protection Plan. GE may limit or otherwise restrict the ability of third party devices, including gateways, that have not been provided, approved, or certified by GE from accessing or connecting to the Predix Platform or APM applications, if in GE's opinion, such access or connection could pose a security risk or create a security vulnerability to the Hosted Services infrastructure or to other customers.

2. Trial Offerings.

From time to time, GE may offer Customer access to certain GE Offerings that GE designates as "beta," "evaluation," or "trial" on the Predix Web site or in Order documents ("Trial Offerings"). Trial Offerings are provided to Customer free of charge, except as otherwise specified by GE. GE may limit, suspend, or terminate Customer's license or subscription to any portion of the Trial Offerings for any reason, in GE's sole discretion, including, for example, the expiration of the Trial Offerings period, to enforce Trial Offering usage limitations, or to protect GE's services or systems. Any product or service designated "alpha," "beta," or "pre-release" is subject to change without notice, may differ substantially upon commercial release, and may have limited or no Support Services. Trial Offerings have not been fully tested and may contain defects, may lack standard security features, and may be taken offline or become unavailable without notice. Customer acknowledges that Trial Offerings may not meet all the security standards in the Data Protection Plan, and Customer is advised not to process or store any sensitive or confidential information or manage a production environment using Trial Offerings. TRIAL OFFERINGS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND GE HAS NO OBLIGATION OR LIABILITY WITH RESPECT TO TRIAL OFFERINGS.

3. Advisory Intelligence (Hosted Service).

3.1. Internet Advisory Site. As the Parties may agree in the Order, GE shall set up and/or host the internet server site ("Internet Advisory Site") to provide Customer with equipment monitoring services ("Advisory Intelligence Services") using sensor data or other parameter data provided by Customer ("Advisory Source Data"). More specifically, Advisory Intelligence Services comprises estimates of the values of Advisory Source Data, residuals of the estimates and Advisory Source Data, difference alerts statistically indicating that the Advisory Source Data is different from what the proprietary technology expects, and incident messages defined by rules applied to all the above.

3.2. DISCLAIMER. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ADVISORY INTELLIGENCE SERVICES WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT, OR CONDITION OF CUSTOMER EQUIPMENT.

4. Gateway Devices (Hardware).

GE has the right to remotely administer any device provided by GE pursuant to the Order for collecting and transmitting machine process data in order to provide a GE Offering ("Gateway Device"). If a Gateway Device is lost, stolen, damaged or destroyed, the Customer may order a replacement unit at the then current list price without extending the term of the Agreement with GE. Except as otherwise stated in the Order, upon termination of the applicable subscription or lease, Customer shall return the Gateway Device in accordance with GE's instructions. If specified in the Order, the Gateway Device may be provided by Customer (and not GE) and therefore shall remain the sole property and responsibility of Customer. GE shall have no warranty or other obligation with respect to Customer-provided Gateway Devices. GE has the right to remotely administer any Gateway Device and apply critical software updates, in coordination with Customer.

5. Cyber-security Products.

5.1. Cyber-security Products and Services. GE may offer GE's cybersecurity products and services, as defined in the Order. Specific terms and conditions applicable to specific Cybersecurity products and services are described below and in the applicable Order.

5.2. OpShield (Software and/or Hardware).

5.2.1. "OpShield" means the cybersecurity software and/or hardware products designated "OpShield" "OpShield Virtual Machine Appliance" or "VMA" in an Order, which includes OpShield Field Units.

5.2.2. "OpShield Virtual Machine Appliance" or "VMA" means the GE cybersecurity Software product designated in an Order. The VMA is a Software-only virtual machine that can be run on supported software programs called hypervisors (each a "Hypervisor").

5.2.3. "OpShield Field Unit" means the cybersecurity Software and/or Hardware products designated "300-4, 400-2, or 400-4" in an Order.

5.2.4. If the VMA was purchased by Customer based on an OpShield-VMA-Flat-Pricing pricing model as set forth in an applicable Order, then no more than "x" instances of the VMA may be loaded by Customer onto a Hypervisor, where "x" is the quantity of OpShield-VMA-Flat-Pricing purchased in the Order.

5.2.5. If the OpShield-VMA-Per-Field-Unit was purchased (as designated in an Order), then a) no more than x instances of the VMA may be loaded onto a hypervisor and b) the total number of OpShield field units managed by the VMA instance(s) must not exceed x, where "x" is the quantity of OpShield-VMA-Per-Field-Units purchased in the Order. For example, if a quantity of 8 OpShield-VMA-Per-Field-Units were purchased then Customer may create 2 instances of the VMA to manage a maximum combined total of 8 OpShield Field Units.

5.2.6. United States Government Entities. OpShield is not intended for Customers that are United States government entities. Licensing and use of OpShield by United States government entities are subject to additional restrictions and requirements.

5.2.7. Protection Packs. Protection Packs are updates designed to enhance OpShield's ability to protect against known cyber security vulnerabilities. For purposes of this Agreement, Protection Packs are considered "Software" as defined in the Agreement and will be provided by GE on a pre-paid subscription basis as described in a Customer Order. Protection Packs are separate from any software updates provided by GE.

5.2.8. Warranty. The warranty period for OpShield hardware is one (1) year from shipment date.

5.3. ATP (Hardware).

5.3.1. Devices Under Test. "ATP" means the hardware designated Achilles Test Platform in the Order. Notwithstanding anything to the contrary in this Agreement, a device or equipment that is tested for certain defined security vulnerabilities using an ATP ("Device Under Test") must be: (a) equipment manufactured by Customer for its own purposes or for sale to a third party; or (b) equipment procured by Customer from a third party and used by Customer for its own business purposes or incorporated into or deployed with Customer's equipment or systems.

5.3.2. Test Results. Results of tests generated by Customer using an ATP are GE Confidential Information and may be used only for Customer's internal business purposes, and may not be published, disclosed or distributed to any person other than: (i) GE; (ii) if manufactured by a third party, the third party manufacturer of a Device Under Test; and (iii) if the Device Under Test is manufactured by Customer or included in equipment or systems manufactured by Customer, the purchasers or prospective purchasers of a Device Under Test.

5.3.3. Restrictions. Software provided with an ATP: (i) may be used only to test Devices Under Test in secure, controlled testing conditions; and (ii) may not be used to access, connect to, or interoperate with (whether for testing or any other purpose) any device or system that is in live productive use.

5.3.4. Keys. Installation and use of software provided with ATP may require use of a specific key, which controls the specific modules of software that may be used with an ATP unit ("Key"). Customer shall use each Key only for the purpose of installing and using the ATP Software in accordance with this Agreement. Customer shall not authorize or permit a Key to be used by or on behalf of any other person

5.3.5. Warranty. The warranty period for ATP hardware is ninety (90) days from shipment date.

5.4. Achilles Practices Certification (APC) and Communications Certification (ACC) Services (Professional Services). GE's Achilles Practices and Communications certification services are provided by GE to Customer pursuant to a Statement of Work. The APC and ACC services and any licensing to the Achilles certification marks will be subject to the terms and conditions of this Agreement, in addition to the terms set forth in an applicable Order.

5.5. CYBER-SECURITY PRODUCTS AND SERVICES DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT (I) INDUSTRIAL CYBER SECURITY IS NOT AN EXACT SCIENCE AND THAT ATP, APC, AND OPSHIELD WHEN USED IN ACCORDANCE WITH APPLICABLE DOCUMENTATION, ARE DESIGNED TO DETECT AND PREVENT ONLY CERTAIN VULNERABILITIES AND UNAUTHORIZED INTRUSIONS BASED UPON A FINITE SET OF TEST CASES, AND DOES NOT PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES OR UNAUTHORIZED INTRUSIONS; AND (II) TESTING USING CYBERSECURITY PRODUCTS MAY CAUSE DAMAGE TO DEVICES UNDER TEST, AND CUSTOMER AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR ALL DAMAGE TO DEVICES UNDER TEST.

6. ThingWorx / PTC (Software).

ThingWorx and PTC Software are licensed only for use in conjunction with, and as part of, the software application package provided by GE and may not be separated from the software application package or used on a standalone basis.

7. Meridium Products (Software and Hosted Services).

7.1. Asset Answers Service (Hosted Service). Asset Answers is a service that allows Customer to compare the performance of Customer's assets against comparable assets at similarly situated operating environments based on metrics derived from Customer's asset performance data and aggregated statistics derived from peer users ("Asset Answers Service"). To use the Asset Answers Service, Customer must opt into the service by submitting a specified data set to the Asset Answers Service via the Asset Answers portal ("Benchmark Data"). GE will anonymize this Benchmark Data, pool it with other anonymized data, and use the resulting database to generate key comparison metrics for Customer and other users. By using the Asset Answers Service, Customer consents to the collection and use of Benchmark Data in the manner and for the purpose described above. Any Customer Content other than Benchmark Data will be maintained separately and will not be included in the Asset Answers database. Customer acknowledges that as between Customer and GE, GE owns the Asset Answers Service, including the Asset Answers database.

7.2. Meridium Third Party Components (Software). Some Meridium software add-on modules are licensed to GE by third parties under the condition that GE incorporate certain additional terms and conditions in this Agreement when providing such modules to Customer. These additional terms and conditions are stated in the Meridium Activation Schedule that accompanies the Order, and to the extent that Meridium has licensed such modules to Customer under the applicable Activation Schedule, such additional terms and conditions are deemed to be incorporated herein by reference.

8. Predix Studio and App Engine (Hosted Service).

Predix Studio provides an integrated development environment to enable development of custom software code and plugins designed to run on Predix App Engine. For the term of Customer's subscription to Predix Studio, GE shall provide Customer with hosted access to Predix Studio and Predix App Engine for Customer's internal use only. As between GE and Customer, GE shall solely and exclusively own all modifications or other derivative works of Predix Studio or Predix App Engine and Customer shall retain ownership of any other Customer Content.

9. ServiceMax (Hosted Services / Professional Services).

9.1. ServiceMax Products and Services. GE offers the ServiceMax Service as a Hosted Service and other related ServiceMax services as Professional Services under the terms of this Agreement. Specific terms and conditions applicable to the ServiceMax products and services are described below and in the applicable Order.

9.2. Salesforce.com Terms and Conditions. Unless otherwise specified in the Order, the ServiceMax Service is hosted on infrastructure provided by salesforce.com ("Salesforce") via <http://www.salesforce.com/AppExchange>, and/or other designated websites, including associated services and offline components, all as sublicensed by ServiceMax from Salesforce. Accordingly, the Order for the ServiceMax Service is subject to the Salesforce service agreement available on ServiceMax's website at <http://www.servicemax.com/pdfs/titaniumterms.pdf> ("SFDC Service Agreement"). In the event of a conflict between the terms of this Agreement and the terms of the SFDC Service Agreement, the terms of the SFDC Service Agreement shall control in all respects with respect to the ServiceMax Service.

9.3. Fees. Unless otherwise specified on the Order, the subscription fees stated in each Order for ServiceMax services shall be effective during the initial term specified in that Order and subscription fees shall be billed on an annual basis payable in advance.

10. Acceleration Plans (Support Services).

10.1. Support Services. GE shall provide the support program and associated level of support as reflected in the applicable Order ("Support Services"). The applicable program, level of service and included or a la carte components that constitute the Support Services are further described in the Acceleration Plans Support & Services Guide and shall be acknowledged by GE (the "Support Confirmation"). Support Services may include various types of Services as described in the Acceleration Plans Support & Services Guide.

10.2. Nature of Support Services. Support Services may be provided independently as a GE Offering or as a required component of another GE Offering. To the extent Support Services are provided as a component part of another GE Offering, the relevant Support Services must be purchased and shall terminate when such GE Offering is terminated or shall be extended to the extent such GE Offering is extended (including any automatic renewals thereof). To the extent Support Services are associated with Software, such Support Services shall automatically terminate in the event the license to the underlying Software is terminated.

10.3. Support Disclaimer. Customer acknowledges that the interpretation or application of key indicators, metrics, information, or advice provided in connection with Support Services depends on many factors outside of GE's ability to control or foresee, and therefore, Customer assumes sole responsibility for appropriate testing and validation prior to taking any action or decision. GE does not and cannot guarantee that every fault condition can be foreseen or detected or that GE will be able to provide any particular amount of advance warning of any impending fault or failure.

10.4. Term, Renewal and Termination.

10.4.1. Support Services Associated with Software. The Support Services subscription term will be as stated on the Confirmation. The subscription term shall be for such initial term and thereafter be renewed automatically for successive one (1) year renewal terms unless a Party provides the other Party with written notice of its intent to not renew at least thirty (30) days prior to the end of the initial or successive term. The renewal rate shall be increased at each renewal to reflect the annually published Consumer Price Index plus one percent (1%) over the prior period. CPI shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U).

10.4.2. Reinstatement Fee. If for any reason, Customer permits the Support Services to lapse, then GE may charge a re-instatement fee as a condition to reactivating such Support Services.

10.4.3. No Right of Refund. Payment for any and all Support Services is required in advance, without right of refund for any reason.

COUNCIL COMMUNICATION

Meeting Date: 08/22/19

Item Title: Unifirst Contract Extension

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Contract renewal and extension for Murfreesboro Water Resources Department uniforms.

Staff Recommendation

Approve the contract extension.

Background Information

The department entered into a new contract with Unifirst through National Joint Powers Alliance® (NJPA) Cooperative purchasing agreement. The length of the contract was from January 4, 2016 to August 17, 2019 with the option to extend through 2020.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

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

Fiscal Impacts

Uniform pricing information is outlined below and there is no price increase due to increased volume or a longer contract term. The annual budget for O&M uniforms is approximately \$13,500. All terms and conditions of the contract will remain the same.

Uniform Type	Contract
Standard Work Uniform	\$3.33
Dress Uniform	\$3.99
Standard Work Uniform (Cotton)	\$4.46
Cotton Shirt & Denim Jeans	\$6.50

Attachments:

Contract Extension and Amendment

Letter of Agreement To Extend the Contract

between

UniFirst Corporation (Vendor)
68 Jonspin Road
Wilmington, MA 01887

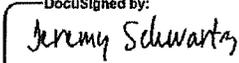
and

Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
P.O. Box 219
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #062415-UFC) for the procurement of Uniforms and Uniform-Related Products and Services. This Agreement has an expiration date of August 18, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

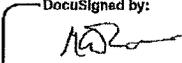
The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's Members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on August 18, 2020. All other terms and conditions of the Agreement remain in force.

Sourcewell, Formerly National Joint Powers Alliance® (NJPA)

DocuSigned by:

By: C0FD2A139D06489..., Its: Director of Operations & Procurement/CPO

Name printed or typed: Jeremy Schwartz
11/16/2018 | 12:38 PM CST
Date _____

UniFirst Corporation

DocuSigned by:

By: 4F12ACE1C3F841E..., Its: vp national accounts
Michael Ruttner

Name printed or typed: _____
11/16/2018 | 1:57 PM CST
Date _____

**FINAL AMENDMENT
TO CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
UNIFIRST CORPORATION
FOR
UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES**

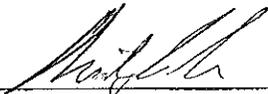
The Contract entered into and effective as of August 18, 2015, by and between Unifirst Corporation and the City of Murfreesboro for Unifirst to provide uniform products and services is hereby amended as follows:

1. Pursuant to co-op contract #062415-UFC between Unifirst and Sourcewell (formally known as NJPA), the parties agree hereby to extend the Contract through August 17, 2020. This is the fifth year and final renewal allowed by the Contract.
2. All other terms, conditions, and pricing of the Contract remain the same.
3. This renewal is effective as of the date fully executed by the parties below.

CITY OF MURFREESBORO

UNIFIRST CORPORATION

By: Shane McFarland, Mayor



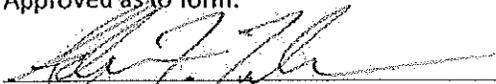
By: Chris Smith, General Manager

Date

8/5/19

Date

Approved as to form:



Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 8/22/19

Item Title: Rezoning approximately 0.4 acres located along North Maple Street
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 0.4 acres located along North Maple Street and West Lokey Avenue.

Staff Recommendation

Conduct a public hearing, pass and adopt the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning by a vote of 5-2.

Background Information

Buford Powell presented a zoning application [2019-418] for approximately 0.4 acres to be rezoned from RD (Residential Duplex District) to PRD (Planned Residential District). During its regular meeting on July 10, 2019, the Planning Commission conducted a public hearing on this 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.

Attachments:

1. Ordinance 19-OZ-29
2. Maps of the area
3. Planning Commission staff comments from 7/10/19 meeting
4. Planning Commission minutes from 7/10/19 meeting (in draft form)
5. Other miscellaneous exhibits, including PRD pattern book (Maple Key PRD)

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 10, 2019
PROJECT PLANNER: DIANNA TOMLIN**

- 4.h. Zoning application [2019-418] for approximately 0.4 acres located along North Maple Street and West Lokey Avenue to be rezoned from RD to PRD (Maple Key Townhomes PRD), Buford Powell applicant.**

Background

The requested property, which consists of 0.41 acres, is located at the northeast corner of North Maple Street and West Lokey Avenue. It consists of two vacant parcels, identified as Tax map 91F, Group F, Parcels 11 and 12. The property owner, Buford Powell, has requested rezoning from RD (Residential Duplex District) to PRD (Planned Residential District) for the development of four single-family attached dwelling units contained in two buildings -- each building containing two dwelling units. Each unit will be for sale via a horizontal property regime. There is not a density increase proposed with this zoning change over what the existing RD zoning will permit. The PRD zoning, however, will allow some flexibility in the design of this infill development.

Rather than the conventional suburban front setbacks required in the RD zoning, the development is proposed to have reduced front setbacks that are similar to other homes in the area. The applicant is requesting a front setback reduction from 30 feet to 15 feet along Maple and 8 feet along Lokey. Parking is proposed to be located at the rear of the site with driveway access from West Lokey Avenue only. Amenities include a picnic and grilling area at the rear of the site and a seating area in between the two buildings.

Each dwelling unit will contain at least 1,500 square-feet of living space and three levels. The third level of the units will include porches. Exterior building materials will be comprised of brick and fiber cement siding. On a side note, the developer has worked with the Murfreesboro Police Department to incorporate Crime Prevention Through Environmental Design Principles (CPTED) into the development. It is proposed to be well-lit and landscaped to meet the standards of the CPTED program.

Surrounding Land Uses and Zoning

Properties to the north, south, and east are zoned RD. Property to the west is zoned RM-16 (Residential Multi-family 16). Surrounding land uses include a variety of single-family and multi-family residential structures.

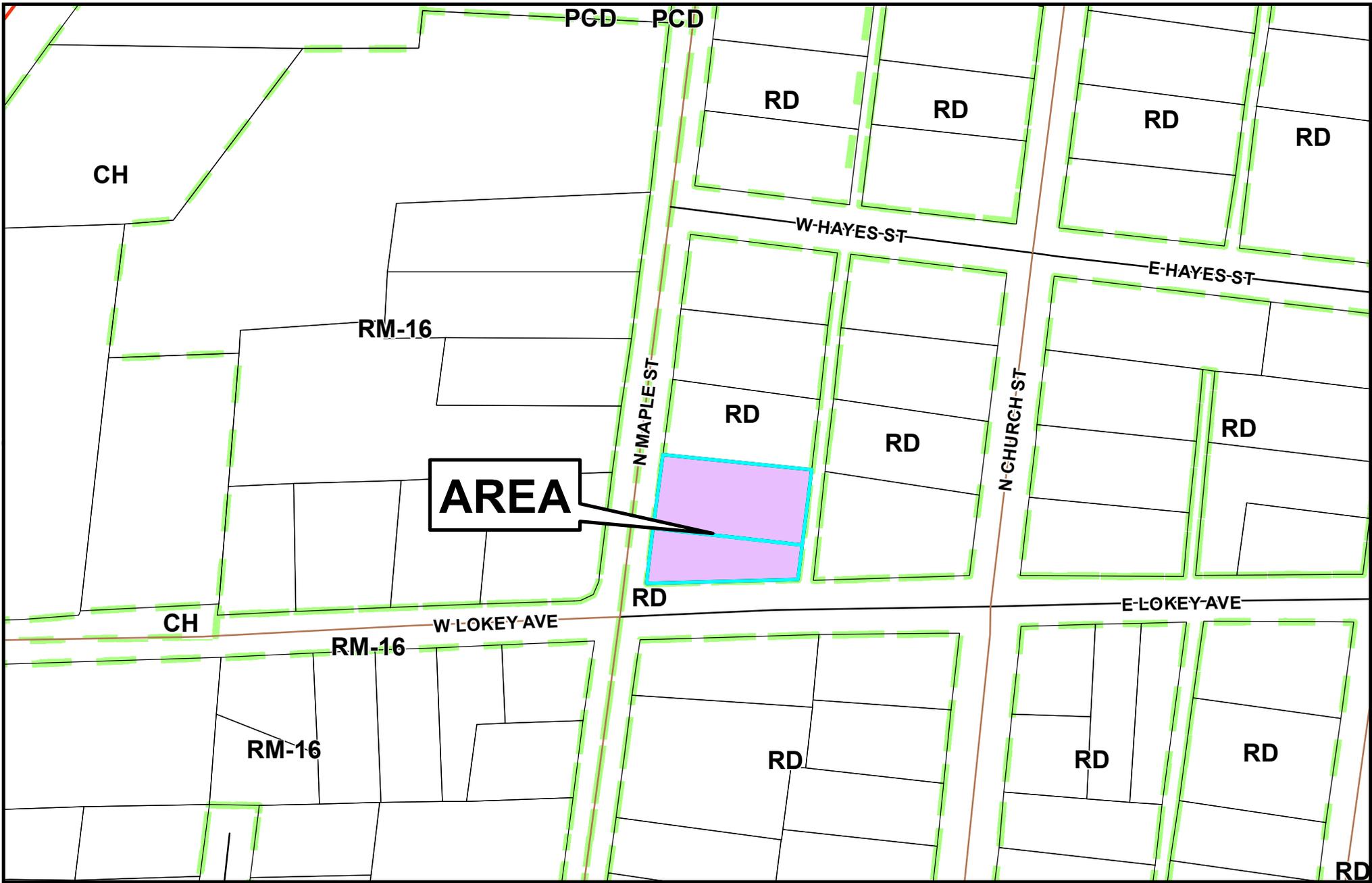
Relationship to the Murfreesboro 2035 Comprehensive Plan

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 character of “General Residential” for the subject property. The “General Residential” character includes both detached and attached housing types at a density of 3.54-8.64 dwelling units per acre. The proposed PRD is generally consistent with the “General Residential” land use character, except that at 9.75 dwelling units per acre, the density is slightly higher than what is recommended. An excerpt from the future land use map can found below.



Planning Commission Action Needed

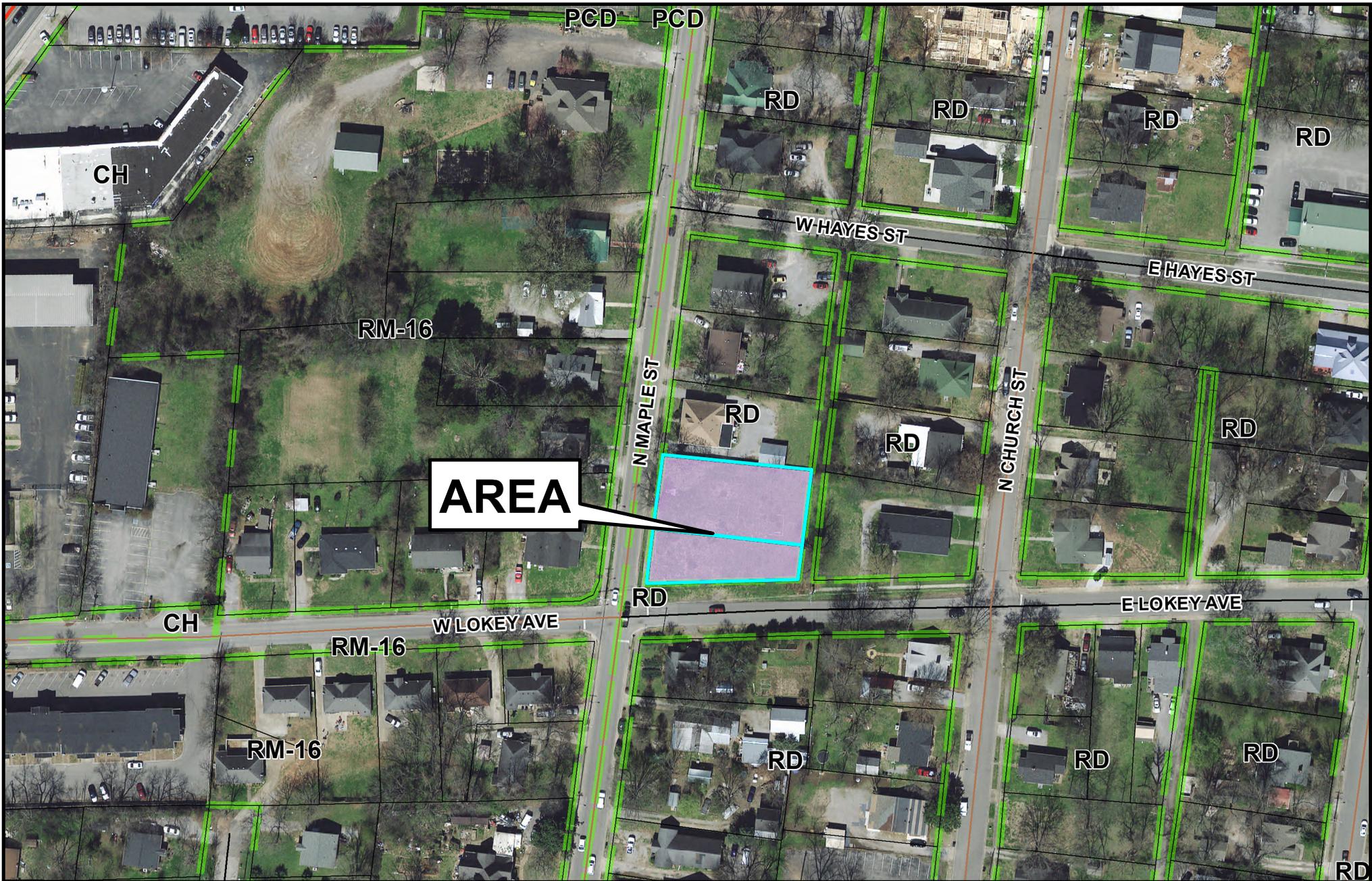
The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for the City Council.



**Rezoning Request Along North Maple Street and West Lokey Avenue
RD to PRD (Maple Key Townhomes PRD)**



Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



**Rezoning Request Along North Maple Street and West Lokey Avenue
RD to PRD (Maple Key Townhomes PRD)**



Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



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

Creating a better quality of life

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

Procedure for applicant:

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

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

Received for
 Planning Department
 MAY 16 2019
 111 West Vine Street
 Murfreesboro, TN 37130

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

To be completed by applicant:

APPLICANT: BUFORD N POWELL
 Address: 4380 Midland Rd City/State/Zip: Christiana TN 37037

Phone: 615 828-9333 E-mail address: buford.powell@me.com

PROPERTY OWNER: Buford Powell

Street Address or property description: 904 + 906 N Maple st

and/or Tax map #: 91F Group: F Parcel (s): 11 + 12

Existing zoning classification: RD

Proposed zoning classification: FRD Acreage: 0.40 Ac±

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

E-mail: _____

APPLICANT'S SIGNATURE (required): [Signature]
 DATE: 4-9-19

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

Date received: _____ MPC YR.: _____ MPC #: 2019-418

Amount paid: \$ 950.00 Receipt #: 293621

5.15.2019

Mr. Donald Anthony
Planning Director
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

Re: Rezoning Request

Described as Tax Map 91F and parcels 11 & 12 consisting of .40 +/- acres. .

Dear Mr. Anthony:

On behalf of our client, Mr. Burford Powell, we hereby request to rezone a .41 +/- tract of land located at the intersection of North Maple Street and West Lokey Avenue. The zoning requested is PRD. The property located at Tax Map 91F and parcels 11 & 12, consisting of .40 acres.

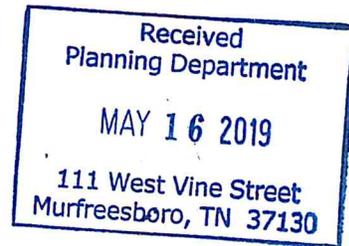
Please let me know if you need any additional information and thank you for your assistance with this request.

Sincerely,



Clyde Rountree, RLA

HUDDLESTON-STEELE ENG., INC.



MAPLE KEY TOWNHOMES

PLANNED RESIDENTIAL DEVELOPMENT

SHEET INDEX

1. DEVELOPMENT TEAM & PROJECT SUMMARY
2. ZONING MAP
3. UTILITY MAP
4. AERIAL MAP
5. HYDROLOGY AND TOPOGRAPHY MAP
6. EXISTING CONDITIONS
7. EXISTING CONDITIONS
8. SITE PLAN
9. ARCHITECTURAL ELEVATIONS
10. CONCEPTUAL LANDSCAPE PLAN
11. PHASING AND OPEN SPACE AMENITIES
12. DEVELOPMENT STANDARDS
13. PLANNED DEVELOPMENT CRITERIA & 2035 PLAN

Plans Prepared By:

HS HUDDLESTON-STEELE
ENGINEERING, INC.

2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

Development Team & Project Summary

MAPLE KEY TOWNHOMES

PLANNED RESIDENTIAL DEVELOPMENT

The Maple Key Townhomes are a new townhouse development planned for the northeast corner of the intersection at North Maple Street and West Lokey Avenue. This area of Murfreesboro is beginning to see new energy and revitalization which is creating development interest for new construction in this older established neighborhood. The proposed Maple Key Townhomes will be four homes in total of which all are to be three stories and will have three bedrooms with a minimum size of 1800 square feet. The homes will address the street with stoop style front porches and architecturally interesting facades. The parking area will be located behind the townhomes with the developer's intention being to screen parking from North Maple Street. The development will be providing sidewalks along both North Maple Street and West Lokey Avenue with the homes being oriented towards North Maple Street. The homes will have small front yards, beautiful foundation landscaping and shade trees along both North Maple Street and West Lokey Avenue. The homes will have reduced front setbacks along the North Maple Street property line which will present the desired urban the scale the City of Murfreesboro is desiring within the revitalized urban areas in close proximity to downtown Murfreesboro.

The homes will be all cement board arranged in a ship lap style. The elevations of the homes will be unique in their utilization of various colors to break up the facade and add architectural interest. The homes will have asphalt shingle roofing, with aluminum trim and vinyl soffits. Townhomes with sides of the building facing the public right-of-way will have architectural details that will give the impression of a front facade through the use of additional windows, shutters and masonry details. The front facades will have attractive architectural detailing in addition to the stoop porch entrances. The homes will have roof top patios which will provide a unique outdoor living experience in an urban setting. The development will share a formal open space located between the two structures which will have a patio area with seating and a grill.

The subject property is currently zoned RD, and consists of .41 acres. The site is defined by North Maple Street and West Lokey Avenue and is surrounded by older single family homes. The subject property will have shared parking which will be accessed from West Lokey Avenue. The property is within a few blocks of Memorial Boulevard and is easily accessible from downtown Murfreesboro.

Design

Elite Concepts and Design, LLC
Since 1996

www.3Dhomeplans.net

Homeplans, Architectural Renderings and Videos

615-896-5911 O. / 615-533-6109 M.

Architect for review and over site:

Brian Oliver

Oliver Architecture, P.C.

(615) 491-3365

Planning and Engineering

Huddleston-Steele Engineering, Inc.

Clyde Rountree, RLA

2115 N.W. Broad Street

Murfreesboro, Tn 37129

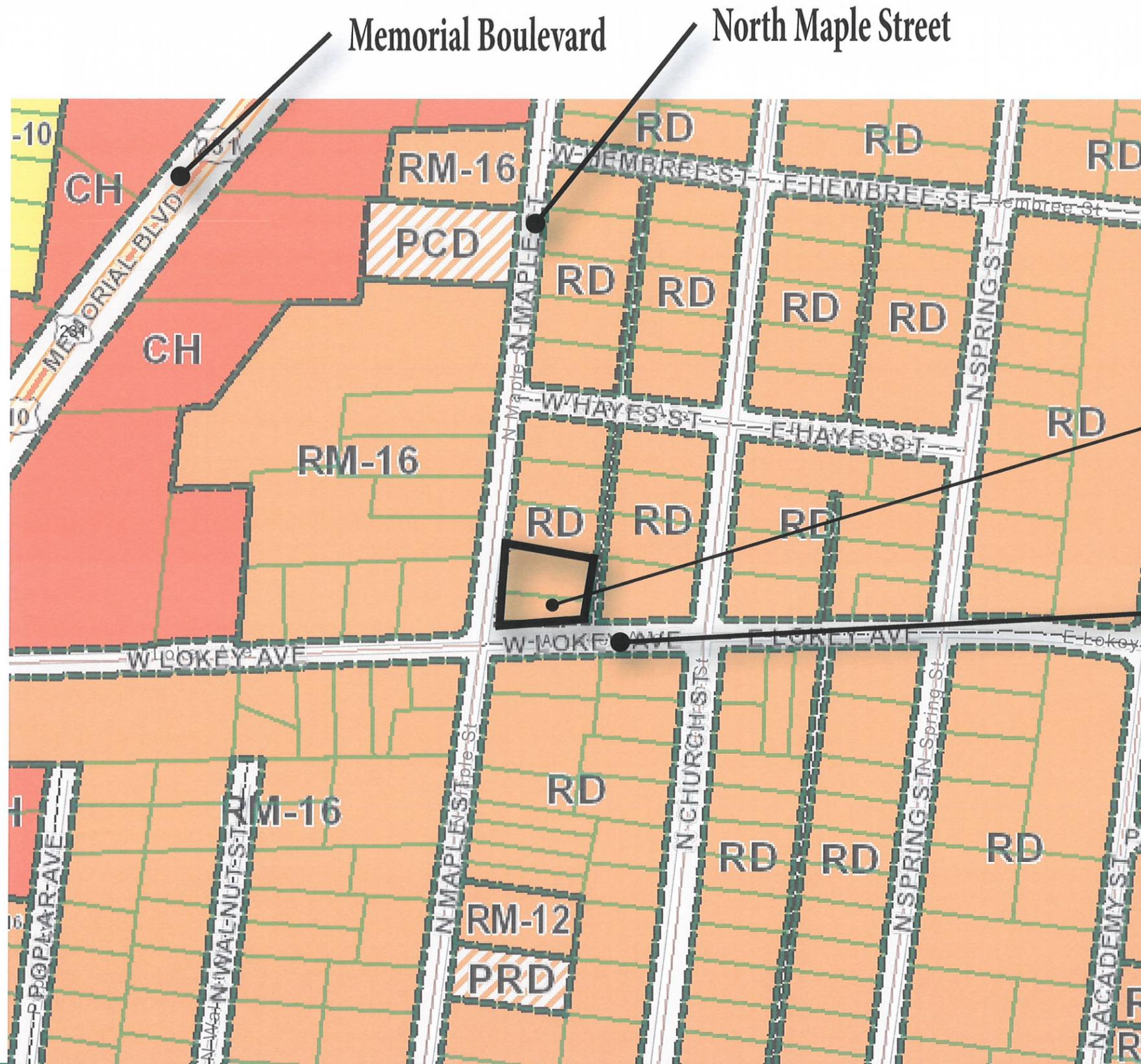
Developer:

Burford Powell

Zoning Map

MAPLE KEY TOWNHOMES

PLANNED RESIDENTIAL DEVELOPMENT



The subject property is zoned RD.
The property is surrounded by RD zoning on the south, east and north and RM-16 to the west.

The subject property is proposed to be rezoned

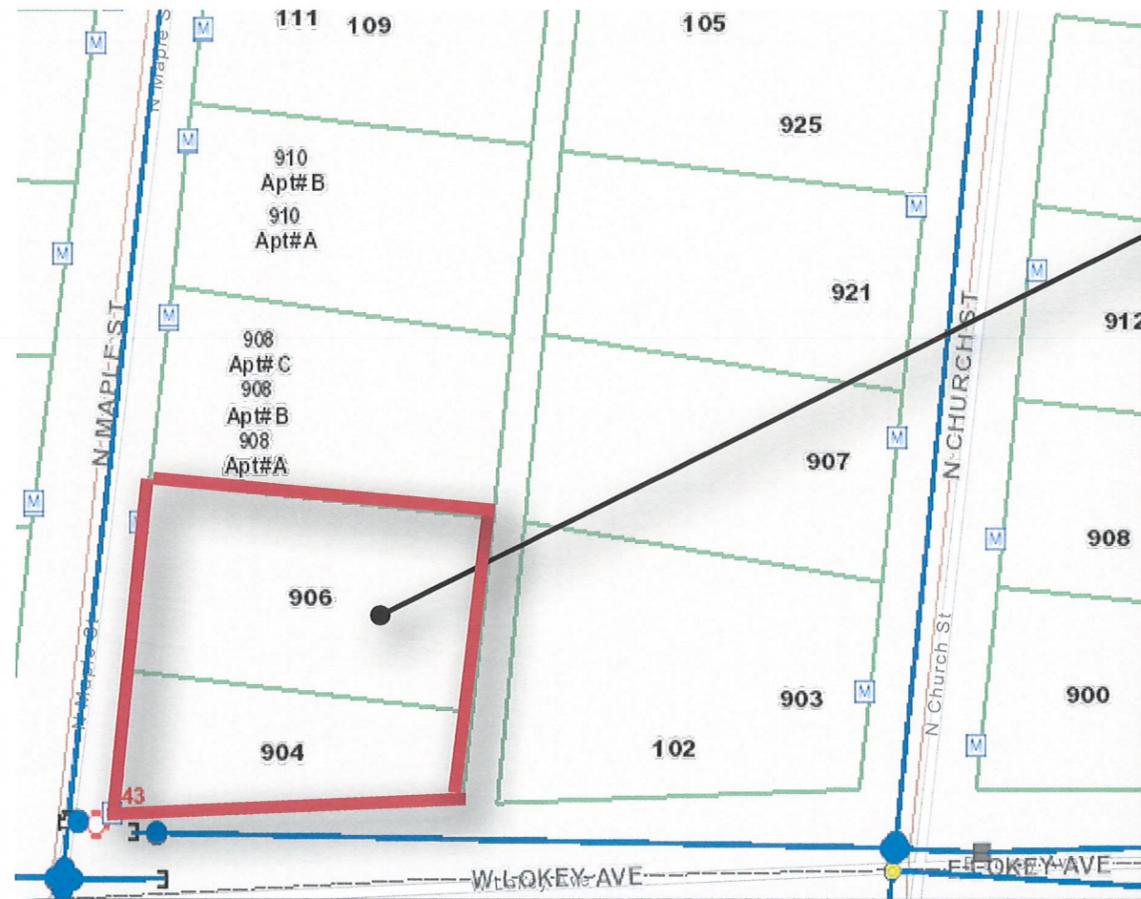
SITE

West Lokey Avenue

Utility Map

MAPLE KEY TOWNHOMES

PLANNED RESIDENTIAL DEVELOPMENT



Water Line Location Map

SITE

The subject property utility providers:

Water is provided by Murfreesboro Water Resources.

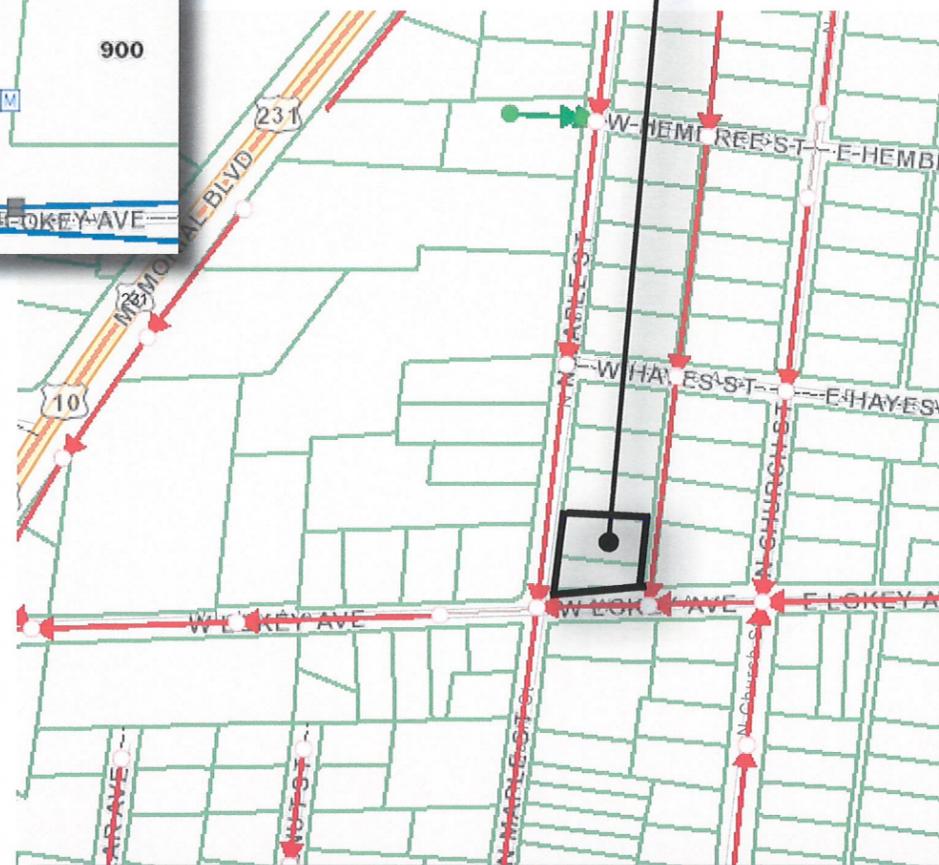
Electric is provided by Murfreesboro Electric Department.

Sewer is provided by Murfreesboro Water Resources.

LEGEND

Water 

Sewer 

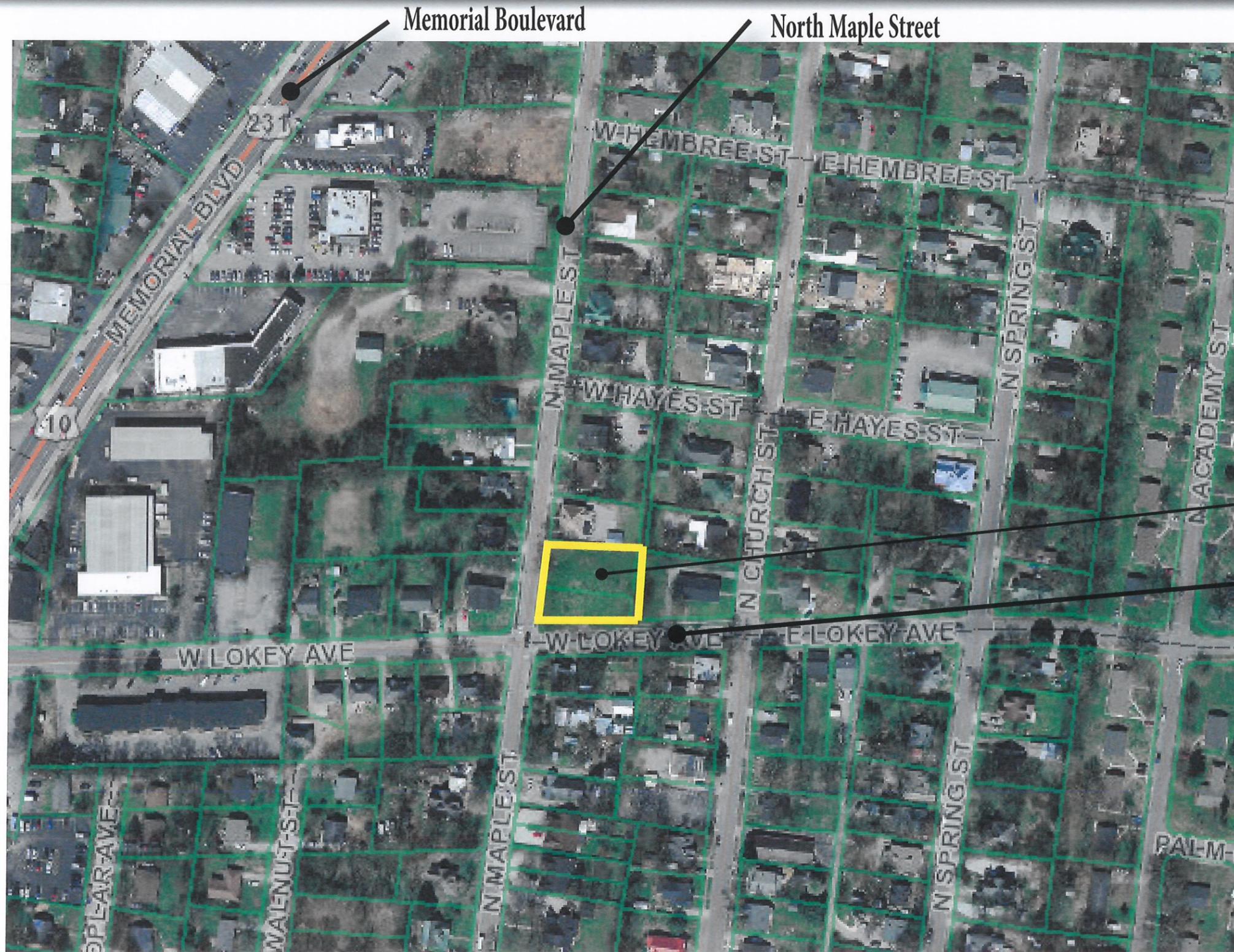


Sewer Line Location Map

Aerial Map

MAPLE KEY TOWNHOMES

PLANNED RESIDENTIAL DEVELOPMENT



This aerial photograph shows the subject site embedded in an existing neighborhood. The subject property is less than a few blocks away from Memorial Boulevard.

Site

West Lokey Avenue

Aerial Location Map

Existing Conditions

MAPLE KEY TOWNHOMES

PLANNED RESIDENTIAL DEVELOPMENT



View looking down North Maple Street at subject property to the right .



View of subject property to left looking down West Lokey Avenue



View looking at subject property from intersection of Maple and Lokey



View looking at subject property from North Maple Street



View on subject property looking west across North Maple Street



View looking across subject property looking east

Existing Conditions

MAPLE KEY TOWNHOMES

PLANNED RESIDENTIAL DEVELOPMENT



View of adjacent property to the east



View of intersection at North Maple Street and West Lokey Avenue



View across street from subject property on North Maple Street



View looking down North Maple Street to the south.

MAPLE KEY TOWNHOMES

PLANNED RESIDENTIAL DEVELOPMENT

Site Plan

Site Data:

Acres: .41 Acres
 Proposed units: 4
 Density: $.41/4 = 9.75$ units per acre

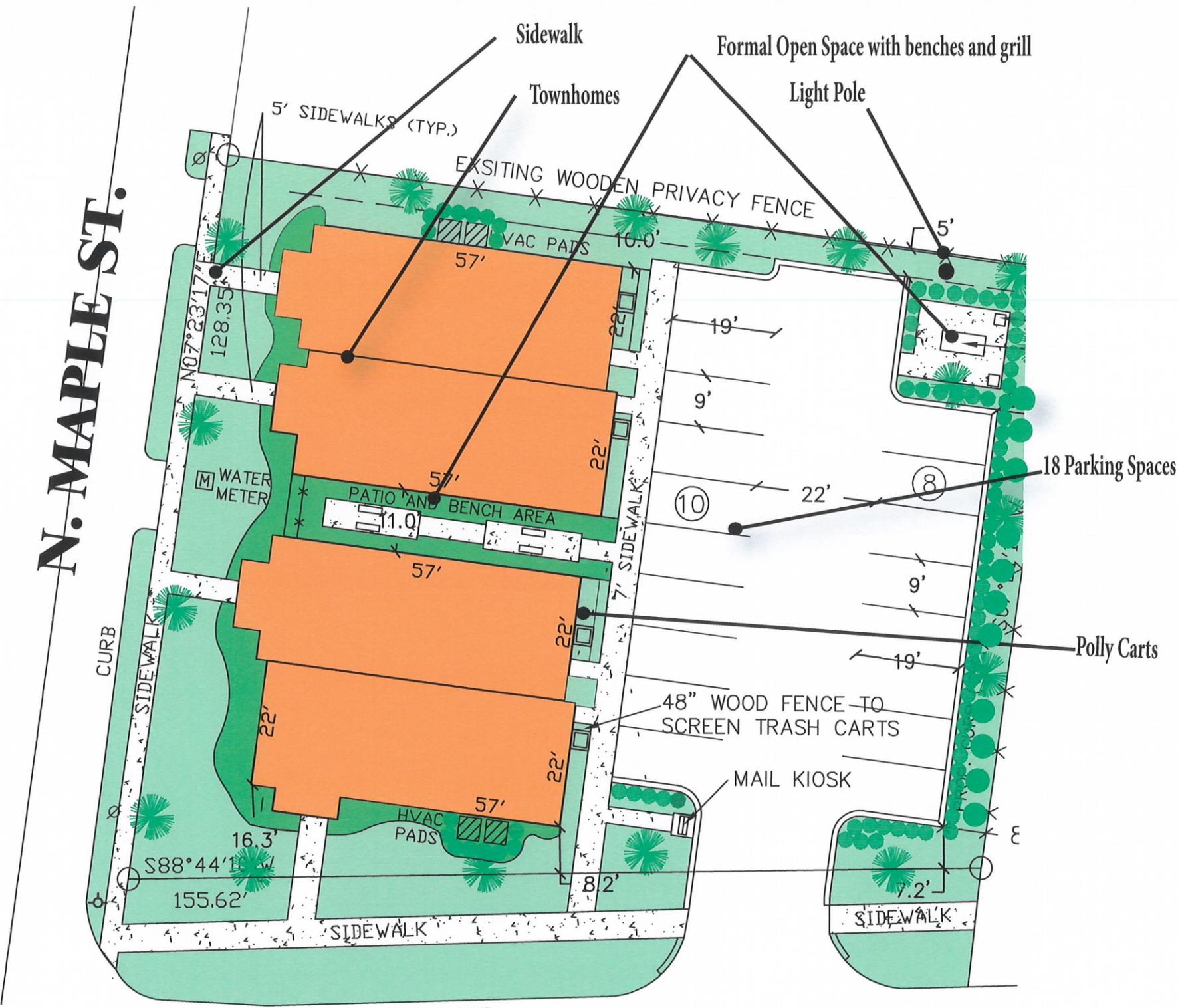
4 (3 Bedrooms) Units @ 3.3 spaces per unit = 13.2
 13.2 Spaces Required
 18 Spaces Provided

Single Family Attached Home : 1500 min. sq. of living area
 Horizontal Property Regime Ownership
 City Trash Pick-up

SETBACK	CURRENT ZONING	PROPOSED ZONING	DIFFERENCE
FRONT	RD 30'	PRD 8'	22'
SIDE	5'	5'	0'
REAR	25'	25'	0'

TOTAL SITE AREA	18,038
TOTAL MAXIMUM FLOOR AREA	15,048
TOTAL LOT AREA	18,038
TOTAL BUILDING COVERAGE	5,208
TOTAL PARKING AREA COVERAGE	5,647
TOTAL LIVING SPACE	7,183
TOTAL OPEN SPACE	6,244
FLOOR AREA RATION (F.A.R.)	0.83
LIVABILITY SPACE RATIO (L.S.R.)	0.39
OPEN SPACE RATIO (O.S.R.)	1.19

CPTED principles will be applied to the extent that developer is able. Natural surveillance will be assisted by the visual open quality of the project. The access points are well defined and easy to see. Territorial reinforcement will be established through the utilization of consistency in the landscaping and building materials. The site will be well maintained to prevent the "Broken Window Theory."



W. LOKEY AVENUE

Architectural Elevations

MAPLE KEY TOWNHOMES PLANNED RESIDENTIAL DEVELOPMENT

Roof Top Patio

False Dormer

Varied Roof Line



Front Elevation
Architectural Materials - 100% Masonry
Front Elevation: (Various styles of Cement Fiber Board w/Aluminum fascia and vinyl soffits.

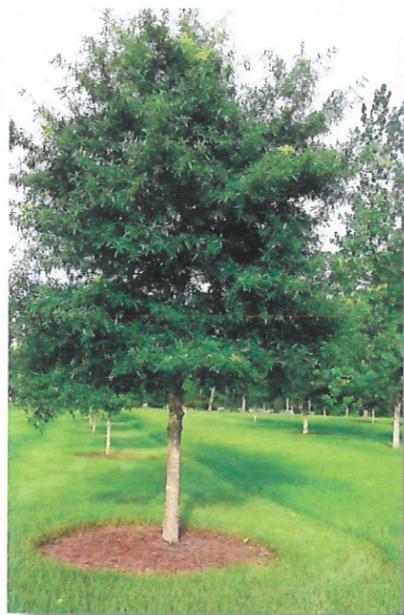
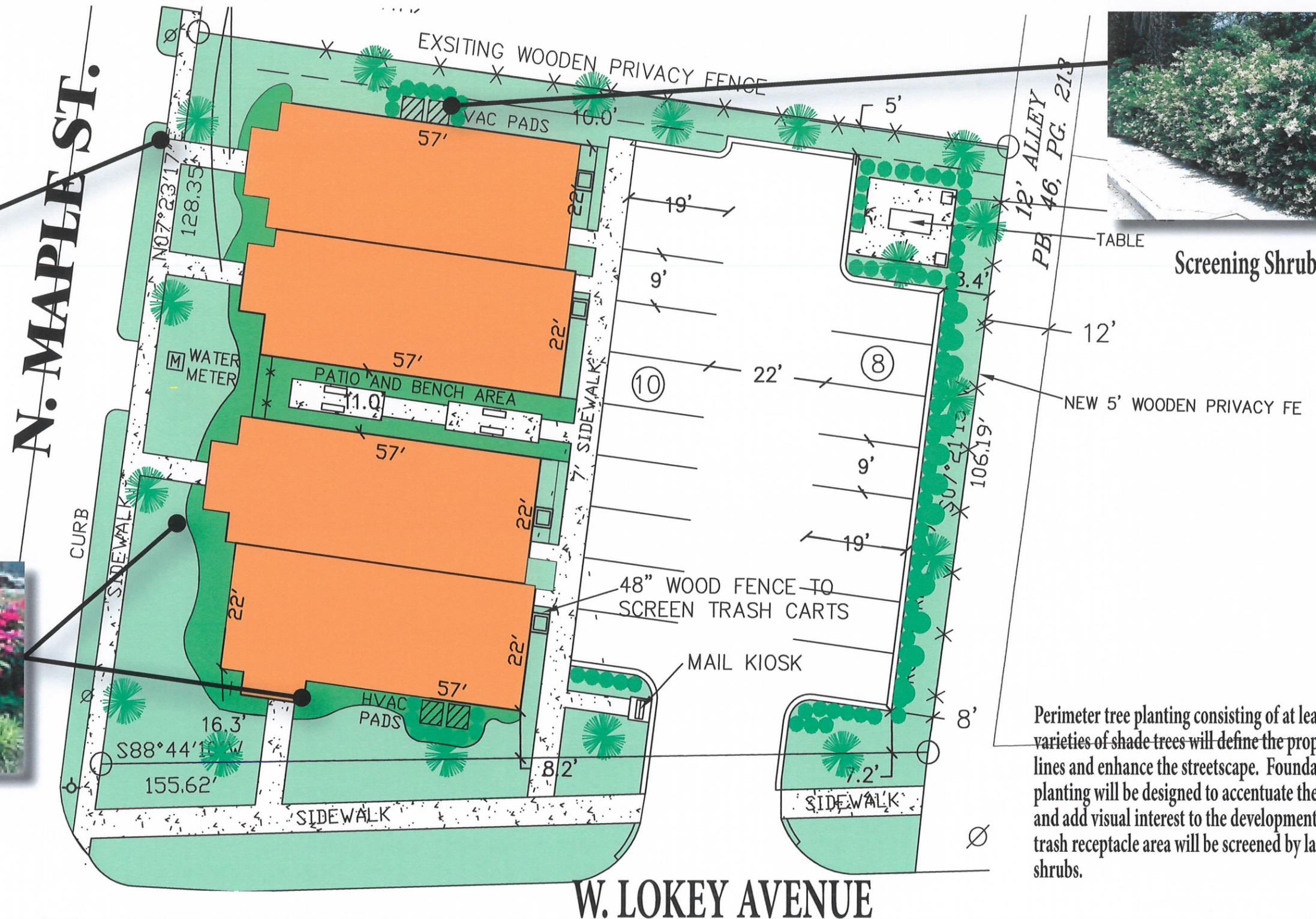


Rear Elevation



Side Elevation

Conceptual Landscape Plan



Shade Tree



Foundation Planting



Screening Shrub

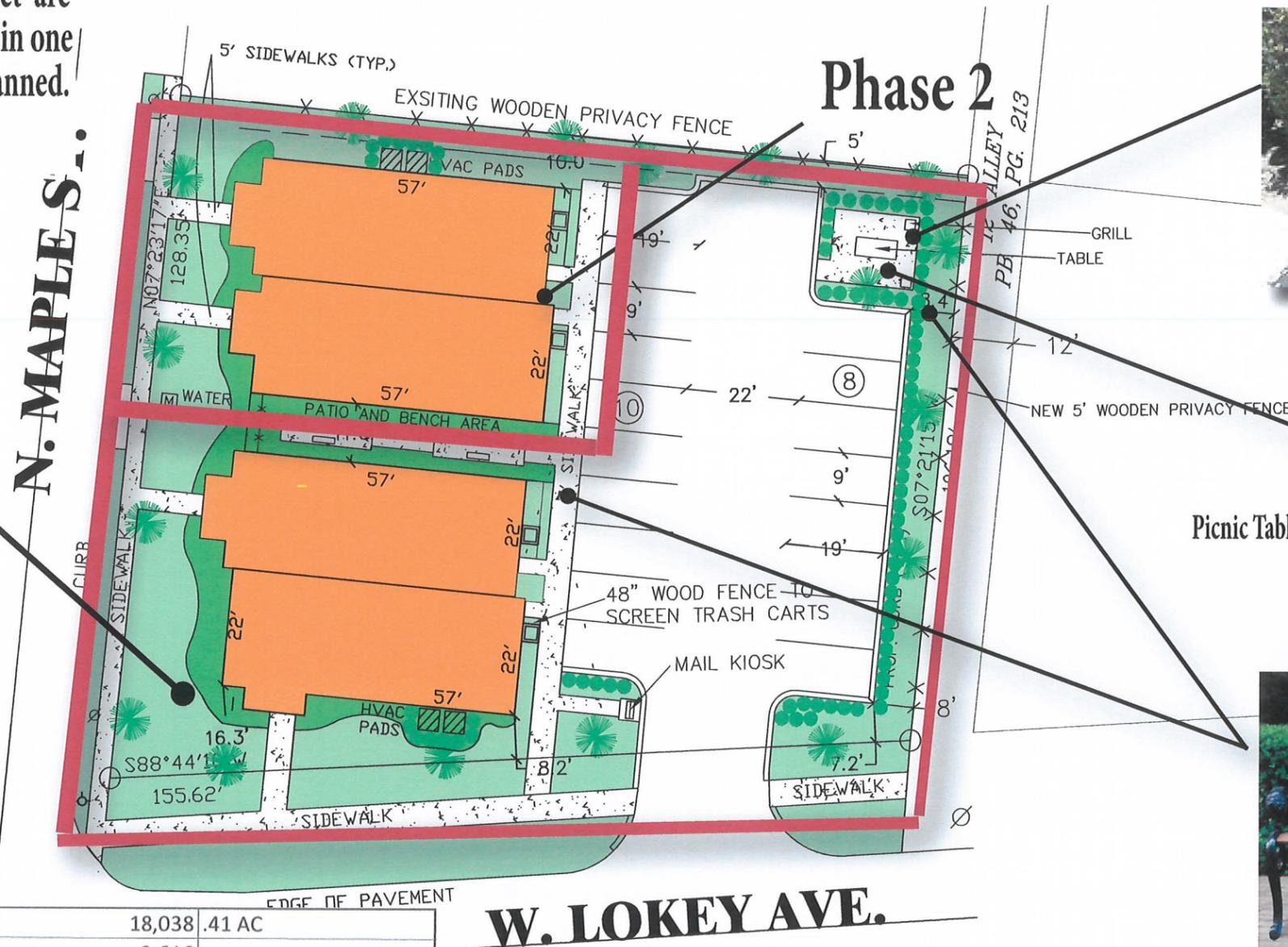
Perimeter tree planting consisting of at least two varieties of shade trees will define the property lines and enhance the streetscape. Foundation planting will be designed to accentuate the homes and add visual interest to the development. The trash receptacle area will be screened by large shrubs.

The development will comply with all minimum landscape requirements in Section 27 of the zoning ordinance.

Phasing & Open Space Amenities

The 4 units along North Maple Street are to be the first constructed together in one phase. No additional phasing is planned. The site is currently vacant.

Phase 1



Grilling Station



Picnic Table



Bench

TOTAL LOT SIZE	18,038	.41 AC
OPEN SPACE REQUIRED	3,616	
OPEN SPACE PROVIDED	6,244	
FORMAL OPEN SPACE REQUIRED	900	
FORMAL OPEN SPACE PROVIDED	906	

Formal open space provides a more structured environment and is quantified by 5% of the developable area which is approximately 3600 square feet. The development meets the 900 square foot requirement by providing 900 square feet of formal open space. The fenced in area between the homes will be used for people to play with their dogs, relax on of the benches and watch their dog play with other dogs, and meet around the grill.

Development Standards

Development Standards:

Development will include four 3-story tall residential townhomes, their will be two sets of two units
The maximum building height of 55'-0"
All units will be 3 bedroom
The units will have carriage style garage doors
The units will have 18 parking spaces
Solid waste will be through a private hauler with polly carts
Sidewalks will be provided on North Maple Street and West Lokey
All site utilities will be underground
No identification signage will be associated with this development
The development will be managed by an H.O.A.
Street lights will be standard Murfreesboro Electric Department poles and lights
Mail delivery will be accommodated via a mail kiosk
Common open space will be maintained by an H.O.A.
All townhomes owners will be required to be a member of the H.O.A.
All parking will be screened from the public right-of-way by landscaping
Buildings elevations will have well articulated front elevations with details responding to the pedestrian scale of the neighborhood
All HVAC units will be screened with landscaping
Parking will comply with the Murfreesboro' zoning ordinance for uses that comply with this PRD
Telecommunication and television equipment shall be located of the rear of the proposed buildings
Front porches on the townhomes will not be used for storage

Building Elevation Materials:

Brick
Fiber cement board planks, lap siding and board and batten
Vinyl trim and soffit
Architectural materials and colors will be reviewed at the time of site plan submittal by Murfreesboro planning staff and the planning commission

Minimum Building Setbacks:

Front: (North Maple Street) 15- feet
(West Lokey Street) 8-feet
Side: 10-feet
Rear: 25-feet

Allowable Uses:

There will be no other allowable uses permitted with the PRD

Planned Development Criteria & 2035 Plan

General Applicability Per Section 13 - Planned Development Regulations

1. Ownership and division of land: *The site is owned by the developer identified on Sheet 1, The lot is currently zoned RD in the City of Murfreesboro.*
2. Waiver of BZA action: *No BZA actions will be required.*
3. Common open space: *5,956 s.f. area will be common open space with 900 s.f. of formal open space encompassing a dog park area, grilling station, and benches along with a small seating patio at the entrance of the development.*
4. Accessibility to site: *The property is accessible from West Lokey Avenue.*
5. Off street parking . *See Sheet 7 for parking calculations*
6. Pedestrian circulation: *Sidewalks will be construction on subject property as a result of this project.*
7. Privacy and screening: *Perimeter planting is provided.*
8. Zoning and subdivision modifications proposed: *A PRD is being requested for the subject property.*
9. Phasing: *The project shall be completed in multiple phases See Sheet 10*
10. Annexation: *No annexation is required for this site.*
11. Landscaping: *The townhome development will be designed to meet all minimum landscaping requirements outlined in Section 27 of the Zoning Ordinance.*
12. Major Thoroughfare Plan: *The PRD is consistent with the Major thoroughfare plan utilizing Memorial Boulevard as the primary access to the site.*
13. Applicant contact information: *Contact information is located on Sheet 1.*
14. Proposed Signage: *Any signage that would be introduced in the future would be consistent with the masonry architectural elements of the townhomes.*

Section 13 – Project Development Criteria Requirements

1. Identification of existing utilities: *Shown in pattern book on Sheet 3*
- 2/3. Graphics, renderings, maps and or aerial photography showing existing conditions and natural features of the site: *Shown in pattern book Sheet, 3-6.*
- 4/5. Drawing and/or diagrams identifying areas of development, proposed buildings, screening, proposed landscaping and pedestrian and vehicular circulation: *Shown in pattern book Sheet 7-9.*
6. Development schedule: *Construction is projected to begin once all zoning and site planning is approved by the City. See Sheet 10 for potential phasing.*
7. Relationship of the planned development to current city polices and plans: *The development is consistent with the growth in the area. The land use is consistent with the “Urban Auto” designation however the density is slightly higher that is recommended in the 2035 plan. The density increase is the result of the shape and size of the lot. The four units being proposed fit well on the site and can be sufficiently parked.*
8. Proposed deviation from zoning and subdivision ordinance: *See Sheet 7.*
9. Site tabulation data for land area, FAR, LSR, and OSR: *See Sheet 7.*
10. The nature and extent of any overlay zones as described in Section 24 and 34: *No overlays affect this development.*

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**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice Chair
Eddie Smotherman
Warren Russell
Chase Salas
Jennifer Garland
Ronnie Martin

STAFF PRESENT

Donald Anthony, Planning Director
Matthew Blomeley, Assistant Director
Margaret Ann Green, Principal Planner
Dianna Tomlin, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Sam Huddleston, Executive Dir. Of Dev. Services
Carolyn Jaco, Recording Assistant
Adam Tucker, City Attorney

Chair Kathy Jones called the meeting to order after determining there was a quorum. The minutes of the June 5, 2019, and June 19, 2019, Planning Commission meetings were approved as submitted.

Public Hearings

Zoning application [2019-415] for 2,348 lots (approximately 920 acres), as shown on accompanying map, to be rezoned City Core Overlay (CCO), Murfreesboro Planning Department applicant. Mr. Donald Anthony began by explaining the City of Murfreesboro has been working on the expansion of the City Core Overlay district over a year. The text for the City Core Overlay district has been reviewed by the Planning Commission a few months back and it is now being reviewed by City Council. The City Core Overlay amendment text follows closely with the Historic District, the approved North Highland Avenue Study, and the Historic Bottoms Study. Between the approved studies and the Zoning Map Amendment there have been seven City Core Overlay meetings with various groups, meetings with downtown business owners, and outreach efforts to discuss the vision for the downtown area.

Continuing, Mr. Anthony explained to the public whom were attending the meeting the process for public notices being mailed out for tonight's public hearing. Information had been provided to the public on the local TV Channel 3, our City website, and an advertisement had been placed

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**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

Ms. Jennifer Garland made a motion to approve subject to all staff comments including the following:

- This development would occur as one complete phase.
- Revise the location of the fence and the sidewalk extension.

The motion was seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.

Zoning application [2019-418] for approximately 0.4 acres located along North Maple Street and West Lokey Avenue to be rezoned from RD to PRD (Maple Key Townhomes PRD), Buford Powell applicant. Ms. Dianna Tomlin summarized the staff report, which had been made available to the Planning Commission in their agenda packet.

Mr. Clyde Rountree was in attendance to represent the applicant. Mr. Rountree came forward to begin a power point presentation from the applicant's pattern book. He stated this is a good fit in the City Core Overlay and would be developed in two phases.

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

Mr. Chase Salas commented, this proposal would not fit in the CCO if it had been approved. This development would exceed the height requirements beside the neighboring properties. Mr. Rountree answered the third floor would include a cover area that could be used as outdoor living space with a structure.

Mr. Warren Russell continued discussions on what could or could not be developed if the City Core Overlay had passed. He commented, this proposal would not be approved if the CCO had passed even though it is a beautiful structure. He wishes the people who had attended the meeting earlier this evening had stayed so they would understand a little bit more what the CCO is all about. Mr. Donald Anthony stated, what is being proposed at this corner lot would be in a certain

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**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

node and it would not be permitted under the CCO requirements. The applicant could only go 50 percent higher than the adjacent building. However, the applicant is requesting PRD zoning. Even if the CCO were in place, an applicant could seek individualized zoning standards through the planned development process.

Mr. Ken Halliburton expressed his concerns about this application due to the conversations that been expressed earlier during this meeting. If the CCO had passed this application would not be accepted. The CCO is to protect the surrounding houses. The proposal is beautiful, but he has concerns, and he is not willing to approve a three-story building that would not be approved in the CCO.

Mr. Ronnie Martin made a motion to approve subject to all staff comments, seconded by Ms. Jennifer Garland. There were two no votes made by Mr. Chase Salas and Mr. Ken Halliburton. The motion passed.

Zoning application [2019-419] for approximately 13.9 acres located along North Tennessee Boulevard to be rezoned from CF to PRD (Brookwood Point PRD), Ole South Properties, Inc. applicant. Ms. Amelia Kerr summarized the staff report, which had been made available to the Planning Commission in their agenda packet. Ms. Kerr stated, the proposed single family residential attached use in this PRD request is not consistent with the commercial uses that are recommended in the 2035 Comprehensive Plan for the commercial land use character. The Planning Commission needs to discuss the zoning request to determine if this is an appropriate use to deviate from the recommendations of the 2035 Comprehensive Plan. Staff is currently updating the 2035 Comprehensive Plan and should be providing the updates to the Planning Commission in the coming months.

Mr. Matt Taylor and Mr. Dan Bobo were in attendance to represent the applicant. Mr. Matt Taylor came forward to begin a power point presentation from the applicant's pattern book. Mr. Taylor addressed the PRD request, stating it was appropriate due the surrounding area on their side of Tennessee Boulevard being a residential zone. On the other side of the street along Tennessee

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ORDINANCE 19-OZ-29 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.4 acres along North Maple Street and West Lokey Avenue from Residential Duplex (RD) District to Planned Residential Development (PRD) District (Maple Key Townhomes PRD); Buford Powell, applicant [2019-418].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and 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 referenced 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

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

Ordinance 19-OZ-29

RM-16

RD

W HAYES ST

RD

N MAPLE ST

RD

N CHURCH ST

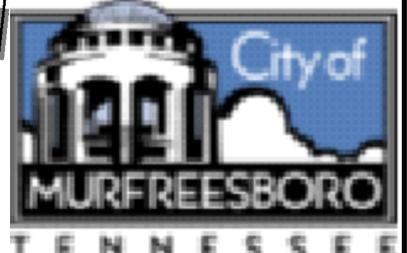
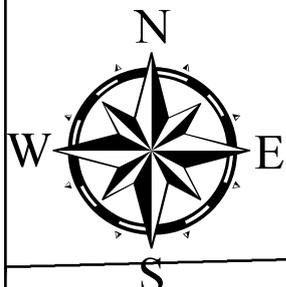
Area Rezoned from RD to PRD

W LOKEY AVE

RM-16

RD

RD



COUNCIL COMMUNICATION

Meeting Date: 8/22/19

Item Title: Rezoning approximately 13.9 acres located along North Tennessee Boulevard
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 13.9 acres located along North Tennessee Boulevard.

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 7-0.

Background Information

Ole South Properties, Inc. presented a zoning application [2019-419] for approximately 13.9 acres to be rezoned from CF (Commercial Fringe District) to PRD (Planned Residential District). During its regular meeting on July 10, 2019, the Planning Commission conducted a public hearing on this 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.

Attachments:

1. Ordinance 19-OZ-30
2. Maps of the area
3. Planning Commission staff comments from 7/10/19 meeting
4. Planning Commission minutes from 7/10/19 meeting (in draft form)
5. PRD pattern book (Brookwood Pointe PRD)
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 10, 2019
PROJECT PLANNER: AMELIA KERR**

4.i. Zoning application [2019-419] for approximately 13.9 acres located along North Tennessee Boulevard to be rezoned from CF to PRD (Brookwood Point PRD), Ole South Properties, Inc. applicant.

The subject property is located along the northeast side of North Tennessee Boulevard, north of East Northfield Boulevard and south of the Northwoods subdivision. The property consists of 13.9 acres and is identified as Tax Map 081, Parcel 1.00. The property is currently undeveloped and zoned CF (Commercial Fringe District). The applicant wishes to rezone the property to PRD (Planned Residential District). The proposed PRD would consist of a 53-unit townhouse development tentatively named Brookwood Point. The proposed gross density would be 3.8 dwelling units per acre. In 2017, the applicant submitted a similar PRD request with 82 units, which was deferred by the City Council in July 2017 after the public hearing in order for the applicant to conduct a wetlands study. In the interim, wetlands were identified and the applicant is now proposing to significantly decrease the number of units from what was proposed in 2017. Due to the modifications to the plan and the passage of time, Planning staff has required the applicant to begin the process again.

The development would have access to North Tennessee Boulevard via a single access point. No connections to neighboring properties are proposed. The proposed development would include 15 buildings, each having three to four, one or two-story townhouse units. Each unit would have a front-facing, two-car garage and sufficient driveway space for two additional vehicles. Additionally, the development would include 31 surface parking spaces for guests. Primary exterior materials would include brick, stone, and cementitious siding. Setbacks for the development would be 25 feet on the front, 15 feet on the sides, and 20 feet on the rear. Internally, buildings would be separated by a minimum of 10 feet. Amenities would include 8.93 acres of open space with a stamped concrete walking trail, multiple paver seating areas, and benches.

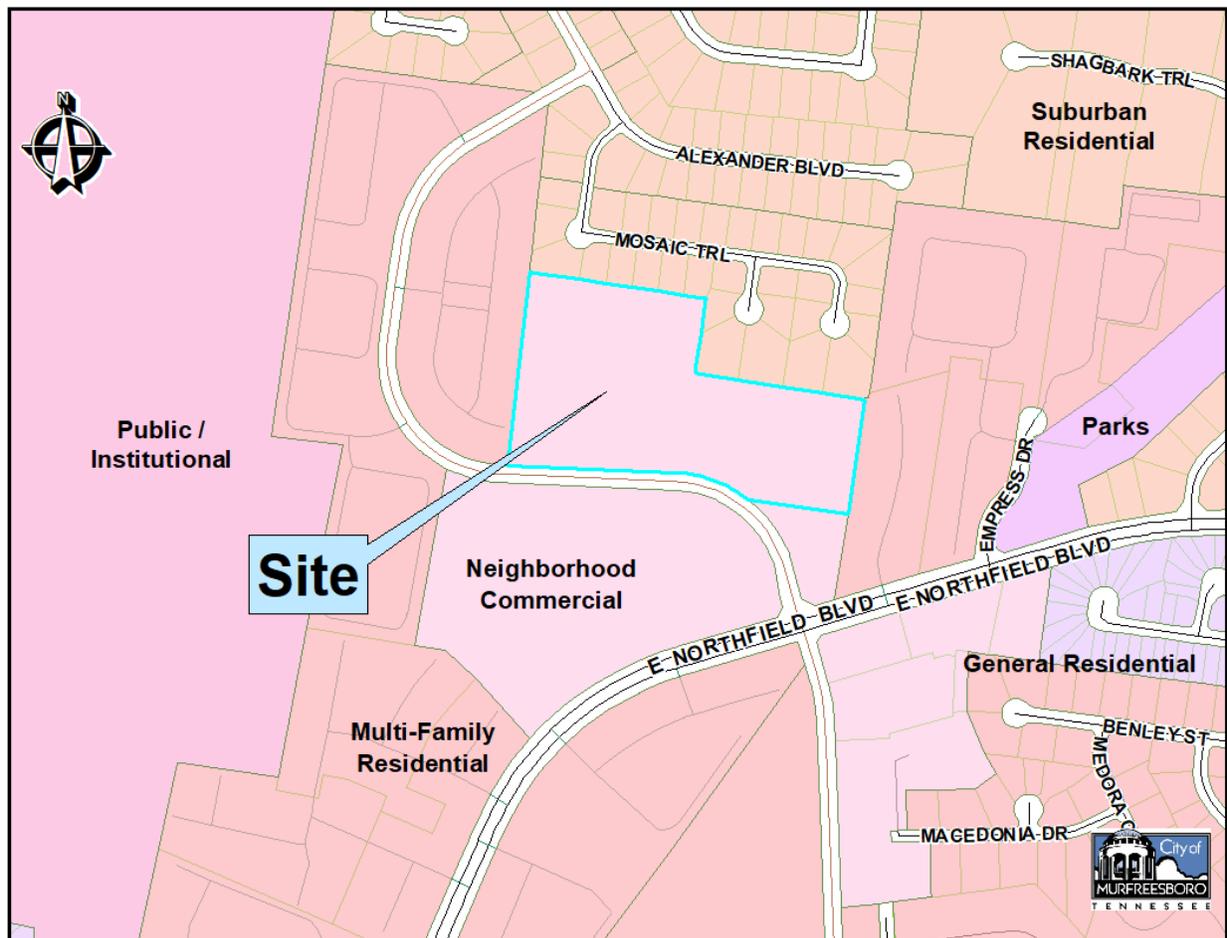
The applicant is requesting in the pattern book an exception to the requirement that the stormwater pond be screened on all sides. The pattern book requests that no landscape screening be required on the west side of the pond. In addition, the applicant is also requesting an exception to be allowed 4'-wide sidewalks through the neighborhood instead of the 5'-wide sidewalks required by the Design Guidelines. However, sidewalks adjacent to parking stalls will still be 7'-wide as required by the Design Guidelines.

Adjacent Zoning and Land Uses

Surrounding zoning includes RS-A, Type 1 (Single-Family Attached, Zero-Lot Line) on the north and northeast, RM-16 (Multi-Family Residential, 16 units per acre) on the east, PRD on the west, and CF on the south. Adjacent land uses include the Northwoods single-family residential subdivision on the north and northeast, the Wycliffe Court multi-family residential development on the east, the Retreat at Northwoods townhouse development on the west, and vacant property on the south. The proposed development would include a fifteen-foot Type D buffer along the northern and northeastern boundaries shared with the Northwoods subdivision.

Future Land Use Map

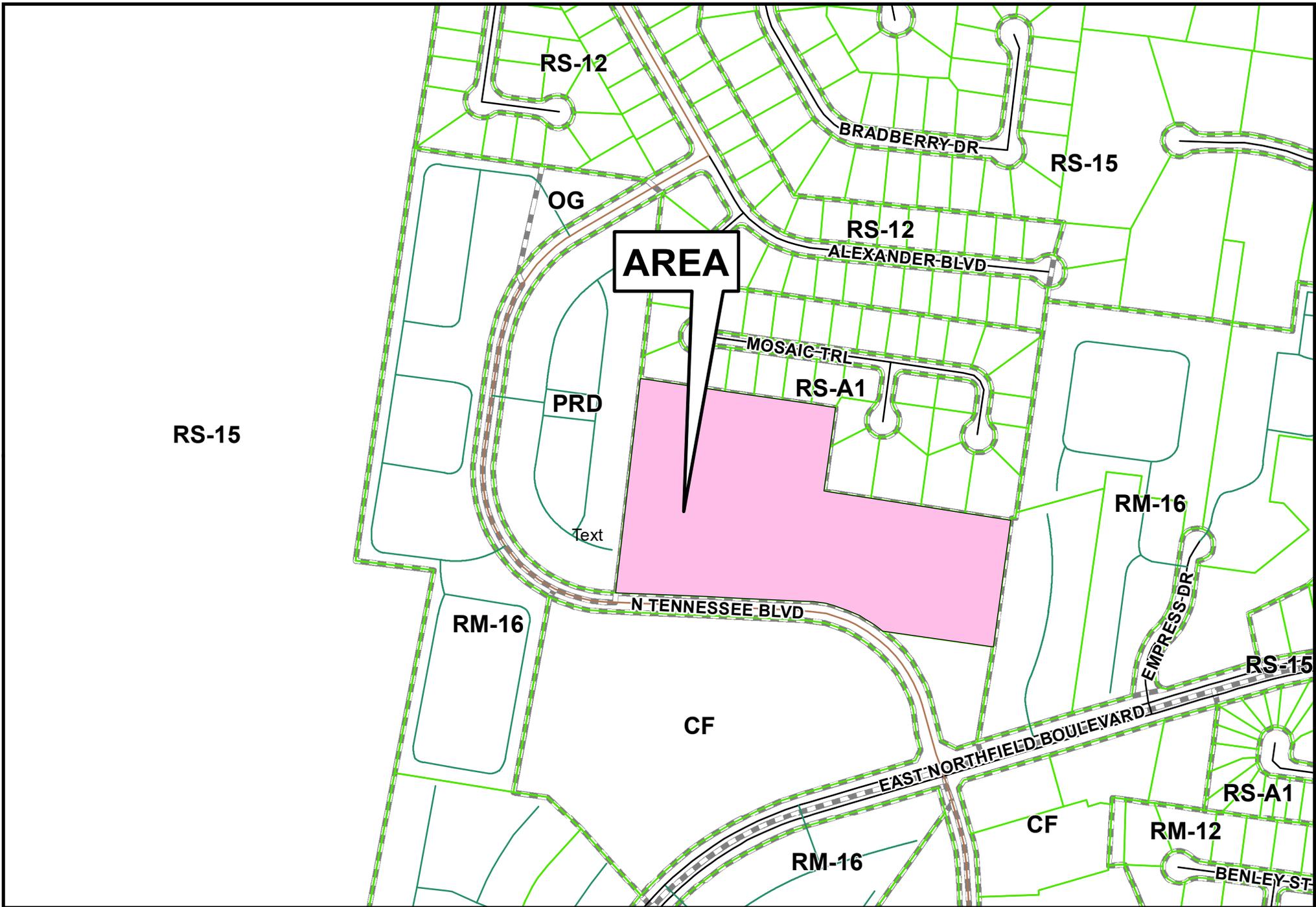
The future land use map of the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that “Neighborhood Commercial” is the most appropriate land use character for the subject property, as shown on the map below.



The characteristics of “Neighborhood Commercial” include “Low intensity (commercial) land uses, generally about the same scale and intensity level as residential development within the Suburban Residential area, and clustered at intersections of community collector thoroughfares.” Examples of uses in this land use character include “professional offices, convenience stores, dry cleaners, post offices, coffee shops, and drug stores.” Compatible existing zoning districts are CL, CF, CM-R, CM AND CM-RS-8. The proposed single-family residential attached use in this PRD request is not consistent with the commercial uses recommended in the “Neighborhood Commercial” land use character. The Planning Commission will need to discuss this zoning request and determine if this is an appropriate instance to deviate from the recommendations of the comprehensive plan.

Public Hearing

A copy of the proposed pattern book has been included in the agenda materials. The applicant will be available at the Planning Commission meeting to make a presentation regarding the proposed rezoning and to answer questions. The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and formulate a recommendation for City Council.



**Rezoning Request Along North Tennessee Boulevard
CF to PRD (Brookwood Point PRD)**



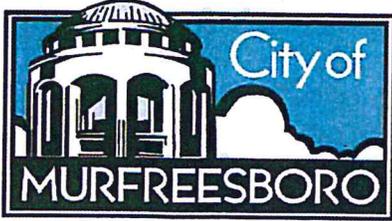
Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



**Rezoning Request Along North Tennessee Boulevard
CF to PRD (Brookwood Point PRD)**



Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



T E N N E S S E E

Creating a better quality of life

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

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: Ole South Properties, Inc c/o Dan Bobo

Address: 262 Robert Rose Dr, Ste 300 City/State/Zip: Murfreesboro, TN 37129

Phone: 615-896-0019 E-mail address: dbobo@olesouth.com

PROPERTY OWNER: Three Oaks Development, LLC

Street Address or property description: north of North Tennessee Blvd

and/or Tax map #: 81 Group: Parcel (s): 1.00

Existing zoning classification: CF

Proposed zoning classification: PRD Acreage: 13.9

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

E-mail: MTAYLOR@SEC-CIVIL.COM

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 5-15-19

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

Date received: MPC YR.: MPC #: 2019-419

Amount paid: 950.00 Receipt #: 293622



BROOKWOOD POINT

A REQUEST FOR REZONING TO A PLANNED RESIDENTIAL DEVELOPMENT
Murfreesboro, Tennessee

Initial Submittal
May 16, 2019

Resubmittal
June 5, 2019 Staff Comments

Resubmittal
June 13, 2019 Staff Comments

Resubmittal
July 03, 2019 for July 10, 2019
Planning Commission Public Hearing

Resubmittal
August 7, 2019 for August 22, 2019
City Council Public Hearing

SEC, Inc.

SEC Project #96158



SEC, Inc.

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

850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129



Company Name: Ole South Properties
Profession: Developer
Attn: Dan Bobo
Phone: (615) 896-0019
Web: www.olesouth.com

262 Robert Rose Drive, Suite 300
Murfreesboro, Tennessee 37129

PROJECT SYNOPSIS..... 04

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SITE STANDARDS 15

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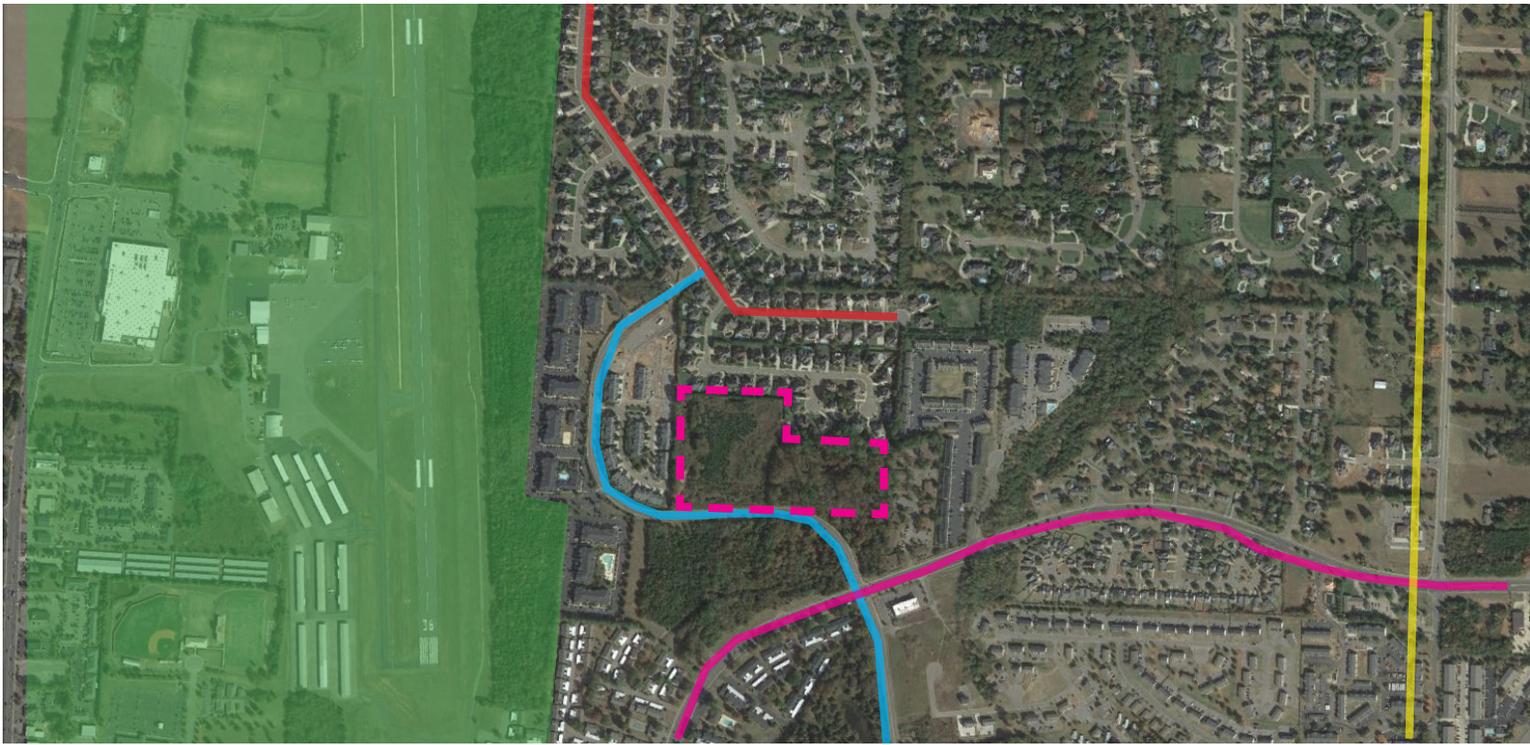
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ZONING ORDINANCE SECTION 13 (D) (2) (A) 24-25



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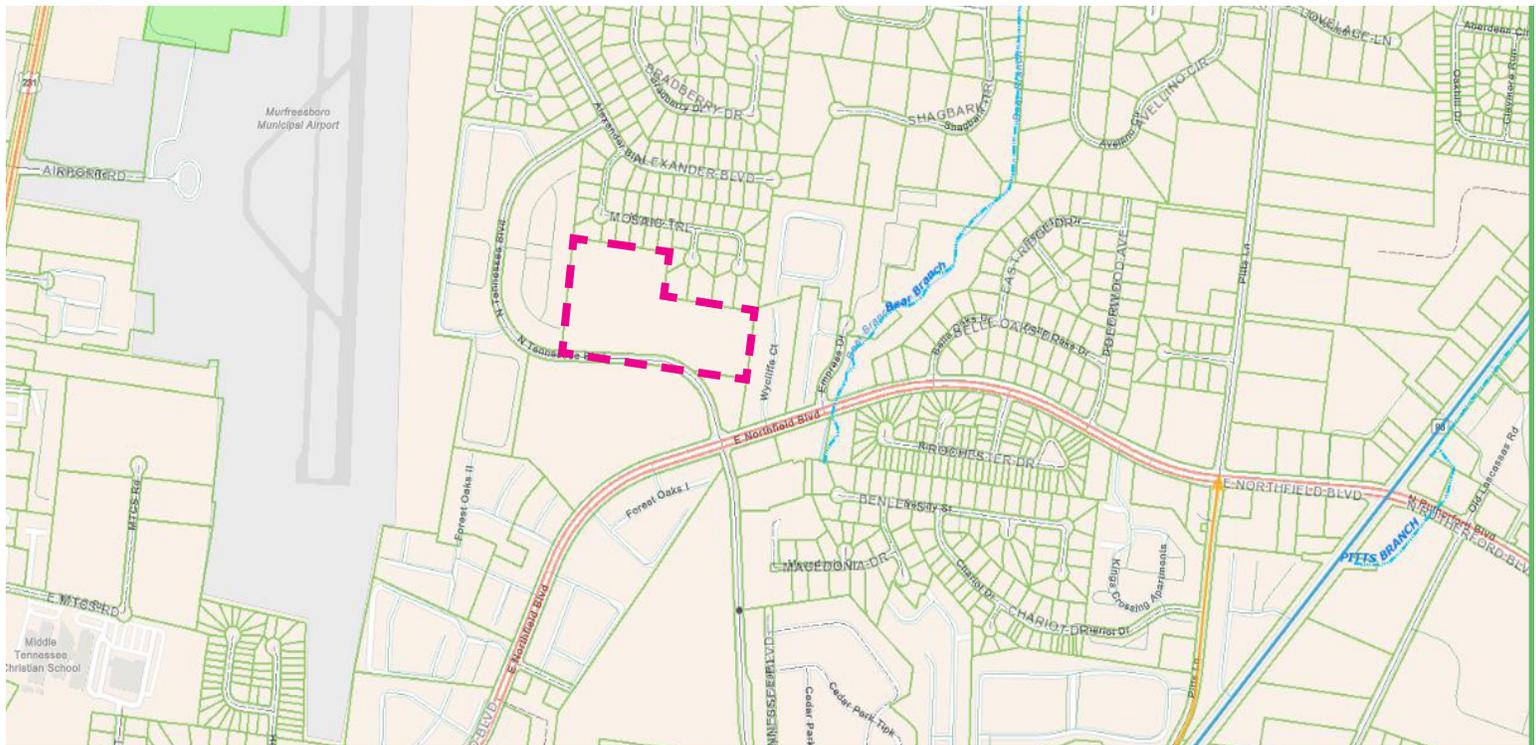
AERIAL

Not To Scale 

- North Tennessee Blvd.
 - Alexander Blvd
 - East Northfield Blvd.
 - Murfreesboro Municipal Airport
 - Pitts Lane
-  Site

Ole South Properties, Inc. respectfully requests rezoning of property located at 515 North Tennessee Boulevard from Commercial Fringe (CF) to Planned Residential Development (PRD) to create Brookwood Point PRD. The property is located along the northern side of North Tennessee Boulevard, just to the north of East Northfield Boulevard. The site is identified as Parcel 1.00 of Tax Map 81, and is approximately 13.90 acres.

Brookwood Point will consist of 53 townhomes on 13.90 acres, for a density of 3.80 dwelling units per acre. The townhomes will be sold under a horizontal property regime. The proposed townhomes will range in size from 1,500 SF. up to 2,500+ SF., and will consist of minimum of two bedrooms per unit. The townhome buildings will be a mixture of 3 and 4 units per building. Parking for residents will be provided on each lot in 2 car garages and 2 driveway spaces. There are additional off-street parking areas for guests located in various locations throughout the neighborhood. The development will be providing 8.96 acres of common/open space, or roughly 64% of the property. The community will be linked together by a network of sidewalks to create pedestrian connectivity throughout the development. The main amenity for Brookwood Point will be the common open space along the southern portion of the property. This open space will have pedestrian sidewalk linking the two ends of the neighborhood together creating a walking loop for the residents. Along this walking trail, sitting areas will be placed for a relaxing space to cool down or relax. The sitting areas will include benches and canopy trees to provide shade on those hot summer days. The site and common areas; which include building exteriors, parking areas, sidewalks, a mail kiosk, stormwater facilities, and all other property around the site, will be owned and maintained by the H.O.A.



2040 MAJOR THOROUGHFARE PLAN

Not To Scale 

- 2- LANE BRIDGE IMPROVEMENT
- 3- LANE ROAD IMPROVEMENT
- 4- LANE ROAD IMPROVEMENT
- 5- LANE ROAD IMPROVEMENT
- 6- LANE ROAD IMPROVEMENT
- 7- LANE ROAD IMPROVEMENT
- 8- LANE ROAD IMPROVEMENT
- 3- LANE ROAD COMMITTED
- 4- LANE ROAD COMMITTED
- 5- LANE ROAD COMMITTED

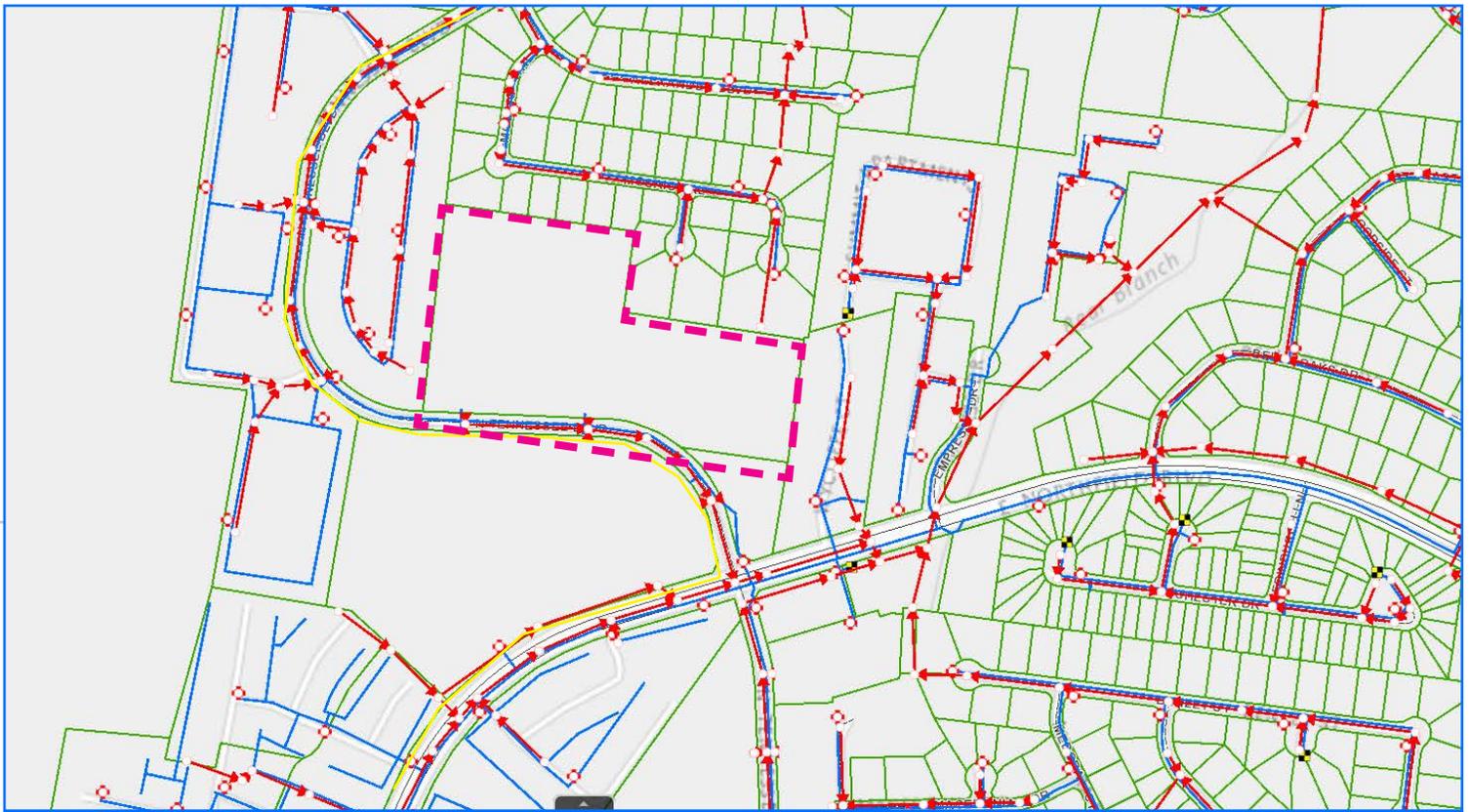


Brookwood Point will have direct access to North Tennessee Boulevard. North Tennessee Boulevard is not included on the 2040 Major Thoroughfare Plan. North Tennessee Boulevard has been improved to the proposed 3-lane roadway, and it connects the site back to a few major roadways in Murfreesboro. One of those roadways is East Northfield Boulevard, which is a major east-west connector through the northern part of the city. East Northfield Boulevard is an existing 5-lane major thoroughfare between Memorial Boulevard to the west of the site, and Lascassas Pike to the east of the site.



MURFREESBORO 2035 FUTURE LAND USE MAP

The current Murfreesboro 2035 Future Land Use Map indicates that this site is designated as Neighborhood Commercial (NC) Character Area. The characteristics of this area include; small-scale, low-intensity non-residential development that is clustered at intersections of community collector thoroughfares. The proposed plan for Brookwood Point is not consistent with the 2035 Future Land Use Plan. The project incorporates single-family attached residential in a compact environment, while providing common open spaces and wetland preservation. This site dislocated from any intersection of two major roadways, and thus would not support commercial development. It is more conducive to residential development, since the site is surrounded by a variety of residential development along three boundaries.



UTILITIES MAP

Not To Scale 

-  Sewer
-  Water
-  Electric

 Site



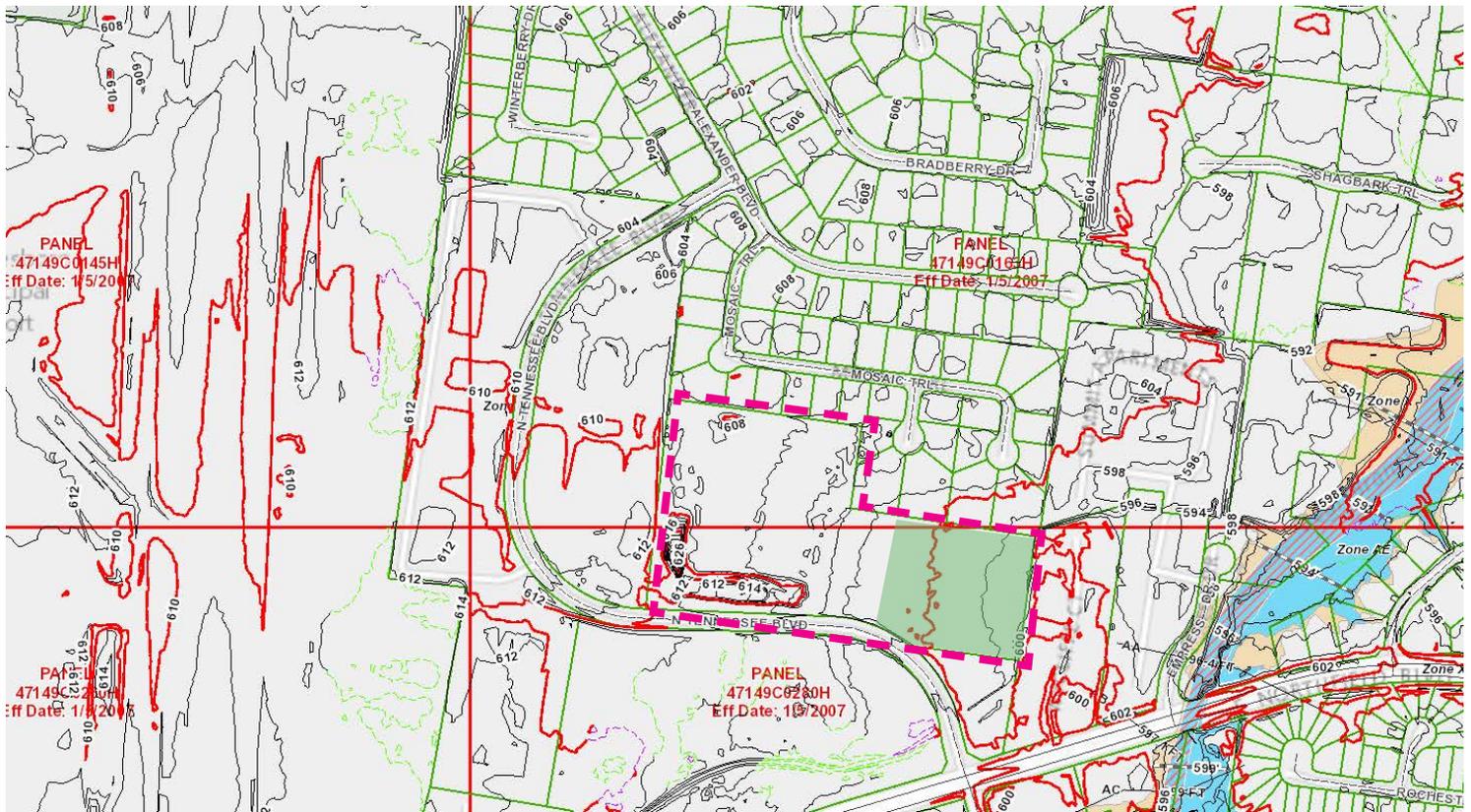
Water service will be provided by the Murfreesboro Water Resources Department. There is an existing 12 inch ductile iron water line within the R.O.W. of North Tennessee Boulevard for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 8" gravity sewer line within the R.O.W. of North Tennessee Boulevard. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property.



Electric service will be provided by the Murfreesboro Electric Department. There are existing overhead electric lines along the northern side of North Tennessee Boulevard for service into the site. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



HYDROLOGY & TOPOGRAPHIC MAP

Not To Scale 

 Intermediate
 Index

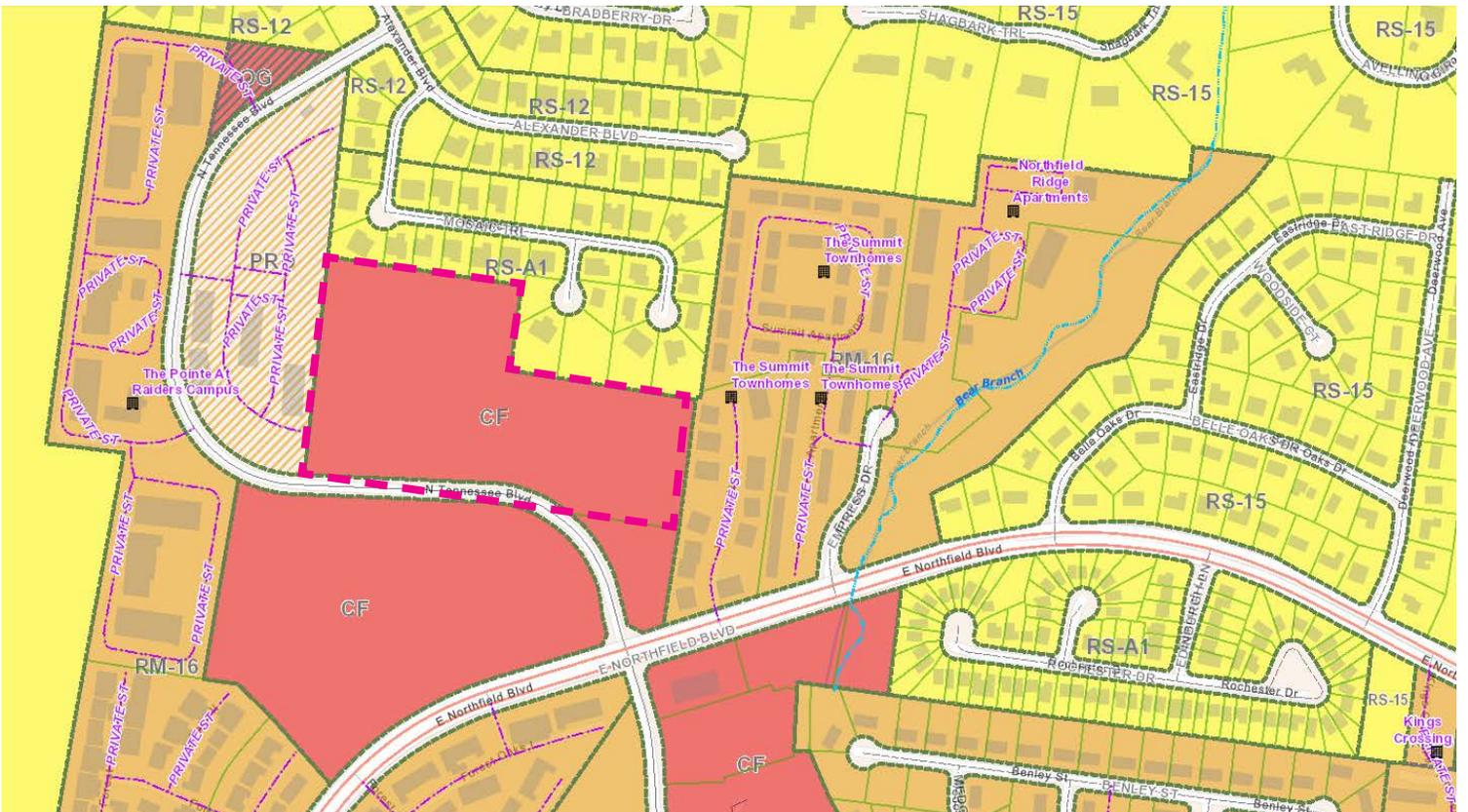
 Wetlands

 Site

Topographically and hydrologically, Brookwood Point is situated on relatively gently sloping land. The property slopes and drains from the west to the east. Stormwater from the site discharges in the northeast corner of the property between Wycliffe Court Apartments and The Summit Townhomes. Drainage from the site will tie into an existing drainage ditch running between the adjacent properties, and then east until it discharges into Bear Branch. Bear Branch travels to the north where it joins Dry Branch, and eventually discharges into the East Fork of the Stones River.

The existing property is comprised of two areas of vegetation. The western portion is comprised of low vegetation and small caliper trees. This area has been disturbed as some point, and the existing topography shows areas of mounding from dumping of soil and rock debris. The eastern half of the property is comprised of large wetland with mature canopy of trees. The wetland boundary has been delineated and permitted by TDEC & The Army Corps of Engineers, and is being preserved with this development. Along the western property line, an existing tree row provides a visual separator between each property. A landscape buffer has been installed along the northern property lines adjacent to the single-family lots in Northwoods Section 13.

No portion of this site lies within any FEMA mapped floodplain areas.

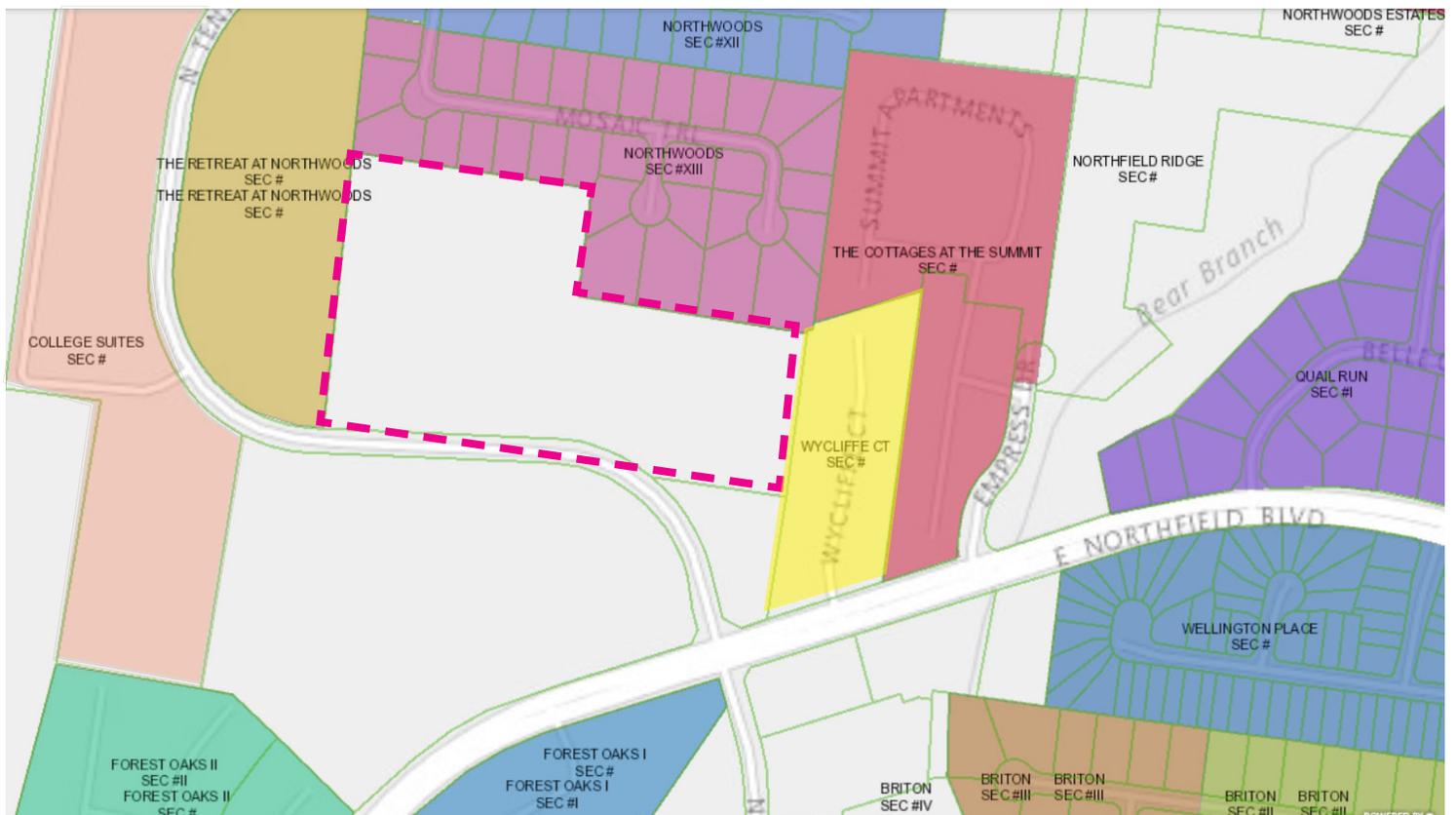


ZONING MAP

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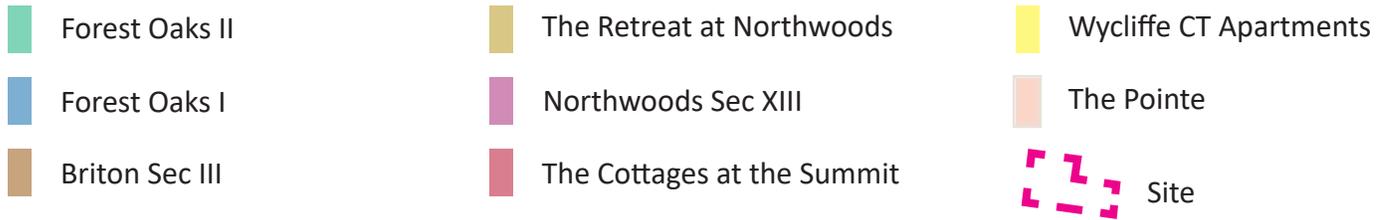
RS-10 Residential Single-Family (RS-10)	OG General Office (OG)	
RS-12 Residential Single-Family (RS-12)	CF Commercial Fringe (CF)	
RS-15 Residential Single-Family (RS-15)	CH Commercial Highway (CH)	
RM-16 Residential Multi-Family (RM-16)	PUD Planned Unit Development (PUD)	
RS-A Residential Single-Family Attached (RS-A)	PRD Planned Residential Development (PRD)	 Site

The zoning around Brookwood Point is comprised of residential tracts to the east, west and north of the site. An adjacent property south of the site, and another across East Tennessee Boulevard are zoned commercial. All surrounding properties are located within the City of Murfreesboro. The Wycliffe Court Apartments and The Cottages at the Summit that are located to the east of the project, are zoned Multi-family Residential (RM-16) with a maximum of 16 Dwelling Units per Acre. Northwoods Subdivision Section 13, is located to the north of the site, is zoned Residential Single-Family Attached Zero-Lot Line (RS-A1). These are single-family detached lots at a minimum 12,000 s.f., with side entry garages. To the west of the site is The Retreat at Northwoods which is zoned PRD, and is comprised of townhomes with front entry garage. There is a large undeveloped parcel located to the south of the site, which is zoned Commercial Fringe (CF).



ADJACENT SUBDIVISION MAP

Not To Scale 



Brookwood Point is surrounded by a mixture of residential subdivisions, and undeveloped commercial properties. Wycliffe Court Apartments is a for rent apartment development located directly to the east of the project site along East Northfield Boulevard. This development consists of 1-story apartment buildings, with exterior elevations consisting primarily of vinyl siding. There is one primary point of ingress/egress to the development from East Northfield Boulevard. North of Wycliffe Court, and east of the project site, are multi-family townhomes called The Summit. This development consists of 2-story townhomes, that have a mixture of brick and vinyl siding exteriors on varying elevations. The Summit does not directly access East Northfield Boulevard, but has access via Empress Drive along the eastern side of the community. Northwoods Subdivision Section 13 is located along the entire northern perimeter of the site. This section of the Northwoods Subdivision is comprised of all brick or stone single-family detached homes. This section of Northwoods has access back to North Tennessee Boulevard via Alexander Boulevard. The Retreat at Northwoods is located to the west of the site. The Retreat is a front entry garage townhome development that is somewhat similar to this proposed development. The elevations of the townhomes consists of brick and vinyl siding and varying elevations of the buildings. The buildings have covered front stoops or porches, with either 1 or 2 car garages. The individual units also have fenced patio areas in the at the rear of the units.

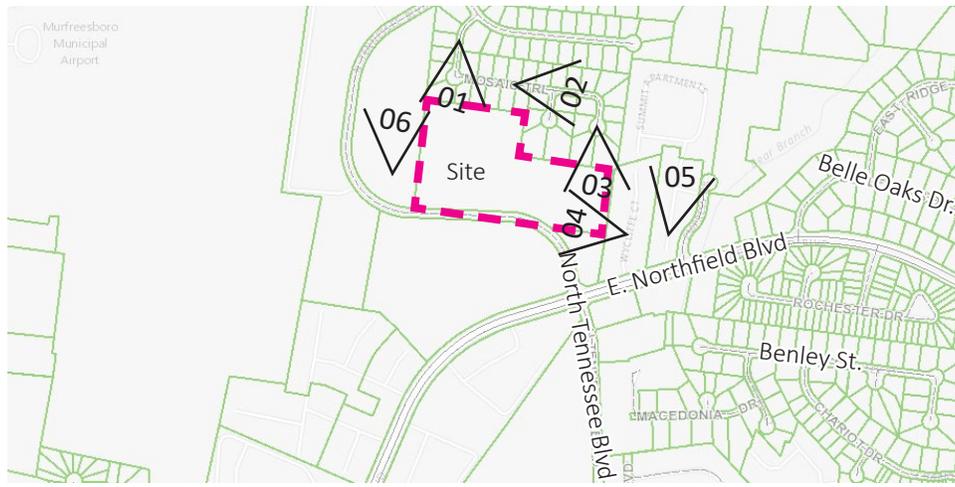


PHOTO DIRECTION MAP

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01



02



03



04



05

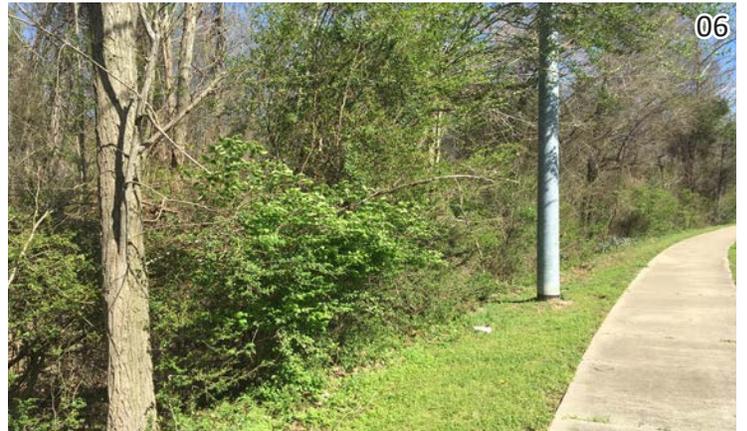


06



PHOTO DIRECTION MAP

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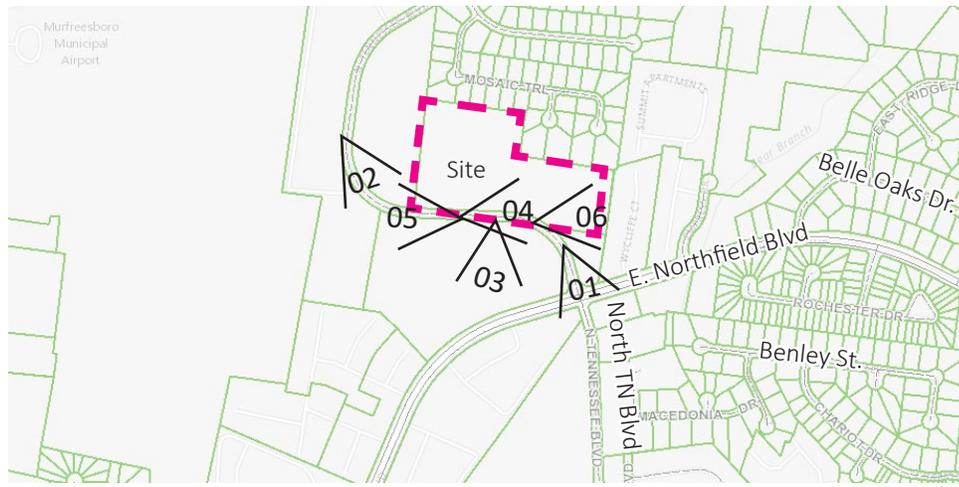


PHOTO DIRECTION MAP

Not To Scale 





Total Land Area:	±13.93 Acres
Total Number of Units:	53 Units
Yield: 53 units/13.93 acres =	±3.80 Units/Acre
Open Space Required:	±1.40 Acres (10%)
Total Open Space:	±8.96 Acres (64%)
Formal Open Space Required:	±0.70 Acres (5%)
Formal Open Space Provided:	±1.07 Acres (8%)
Length of New Roadway:	±2,200 LF

Parking	
Required: 13 (2 BR Units) x 2.2 =	29 Spaces
Required: 40 (3 BR Units) x 3.3 =	132 Spaces
Total=	161 Spacs

Provided: Garages & Drives =	212 Spaces
Guest Parking Areas=	31 Spaces
	243 Spaces (+82)

A Type 'D' Buffer is located along the northern perimeter of the site to buffer the existing RS-A1 zoning associated with Section 13 of the Northwoods Subdivision from the proposed PRD.

- Townhome Units
- Open Space
- Detention Area
- Roadways
- Sidewalks

Parking Note:
"This plan is committing to restricting the use of all garages so that their primary use will not be for the parking of boats, RVs, household storage, etc...; rather it will be for vehicular parking. The garages shall be available for the parking of two (2) vehicles at all times. In addition to being a zoning requirement, this commitment will also be included in the restrictive covenants and enforced by the homeowners association."

SEC, Inc.

SEC Project #96158

Murfreesboro, Tennessee



*Trees depicted on the conceptual site and landscape plans are strictly ideational and do not delineate a location or quantity.

PHASES	UNITS	ACRES
PHASE 1	53	13.93
TOTAL	53	13.93

Phase 1

- The project is anticipated to be built in 1 phase.
- Construction is planned to begin within 90-120 days after the completion of the rezoning process.



SEC, Inc.

SEC Project #96158 Murfreesboro, Tennessee



Development Standards:

- 53 townhome units with 2 or more bedrooms.
- The units will range in size from 1,500 SF. to 2,500+ SF.
- The development will be constructed in 1 phase.
- All units to be sold under a horizontal property regime
- The exteriors of the buildings and common spaces will be maintained by an H.O.A.
- All roadways and sidewalks will be private and maintained by the H.O.A.
- 4 Ft. wide sidewalks will be provided throughout the development to create a pedestrian friendly community.
- Building elevations will consist of masonry products. A representation of elevation material mixtures are outlined on Pages 16-19: Architectural Characteristics and Building Materials.
- Each townhome unit will have a 2-car garage.
- Each townhome will provide at least 4 off-street parking spaces per unit, 2 in the garage and 2 in the driveway.
- Each townhome will have a concrete driveway wide enough for 2 vehicles, with a minimum width of 16 feet and 25 feet in depth to the back of sidewalk.
- Garages will be solely used for vehicles as outlined in the Restrictive Covenants, and enforced by the H.O.A.
- A Type 'D' Landscape Buffer will be constructed along the length of the northern boundary that is adjacent to Northwoods Section 13 Subdivision.
- All mechanical equipment (i.e. hvac and transformers) to be screened by either a fence or landscaping, and will be located along the side and rear elevations of the townhome buildings.
- There shall be a minimum 3-foot wide landscape bed located along the front and side elevations of each townhome building, except for side elevations between buildings or when adjacent to a landscape buffer.
- All on-site utilities will be underground.
- On-site lighting will comply with city standards to prevent light pollution, and will be provided by M.E.D.
- Solid waste will be handled via carts with service provided by a private solid waste hauler.
- Parking for the residential units will comply with the City of Murfreesboro requirements.
- All guest parking areas will have curbing.
- All private streets and parking spaces will be designed to comply with the City of Murfreesboro design standards.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Detention pond screening will be provided between any detention ponds, North Tennessee Boulevard and Northwoods Section 13. Screening shall not be required internally, from the wetlands, or on sides adjacent to a landscape buffer.
- Mail service will be provided via a kiosk for all postal deliveries.
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company.
- HOA will be managed by independent 3rd party management company.

Minimum Building Setbacks to Site Boundary:

- Front: 25-feet along North Tennessee Boulevard
- Side: 15-feet along the Retreat at Northwoods
- Rear: 20-feet along boundary with Northwoods Section 13

Minimum Building Setbacks Internal to the Site:

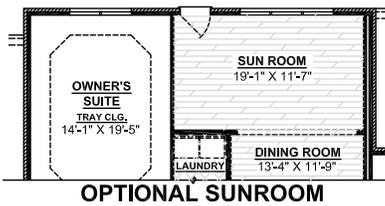
- Front: 25-feet from back of sidewalk to face of garage
- Side: 10-feet between buildings
10-feet between buildings and private streets
8-feet between buildings and the edge of guest parking spaces
- Rear: 20-feet between buildings

Architecture Characteristics:

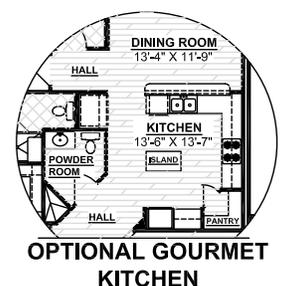
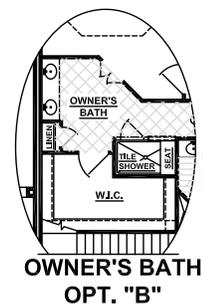
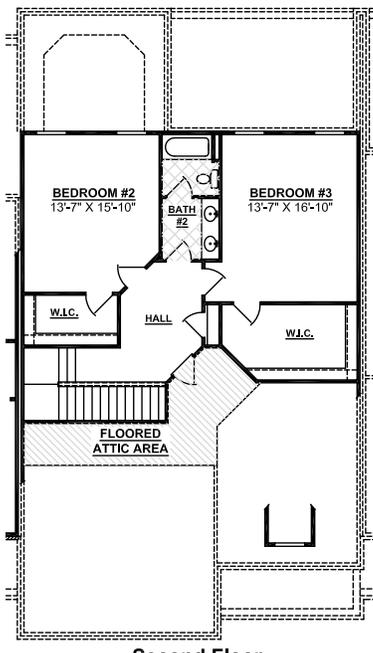
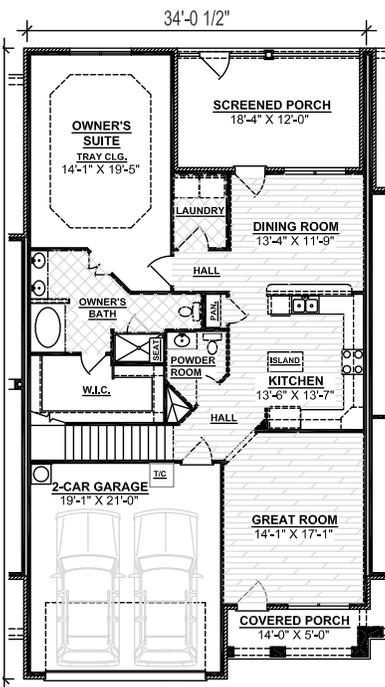
- All buildings will be 1 and 2-story buildings, and building heights shall not exceed 35 feet in height.
- All dwelling units will have at least 2 bedrooms.
- All the units will have eaves.
- All units will have a covered front porch.
- All units will have a patio area at the rear of the unit.
- Individual units will be offset to create articulation of the front facades to add interest to the elevations.
- Townhome buildings that face towards roadways or common open spaces, shall have a brick or stone water table/base along those side elevations. When two side elevations face each other, no water table/base shall be required along those adjoining side elevations.
- No water table/base shall be required along the rear elevations, since those rear elevations will not be visible due to rear fencing around each of the rear patios.
- Front and rear elevations of each of the townhome units, shall have an alternating color pattern along the length of the townhome buildings.
- All townhomes will be sold under a horizontal property regime

Building Elevation Materials:

- Front: Brick, Stone, Cement Fiber Board, Cement Fiber Board and Batten
- Sides: Brick, Stone, Cement Fiber Board, Cement Fiber Board and Batten
- Rear: Brick, Stone, Cement Fiber Board, Cement Fiber Board and Batten

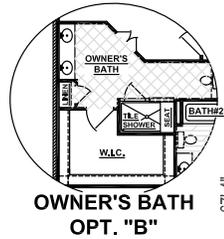
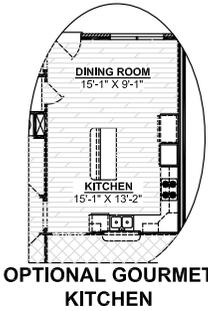
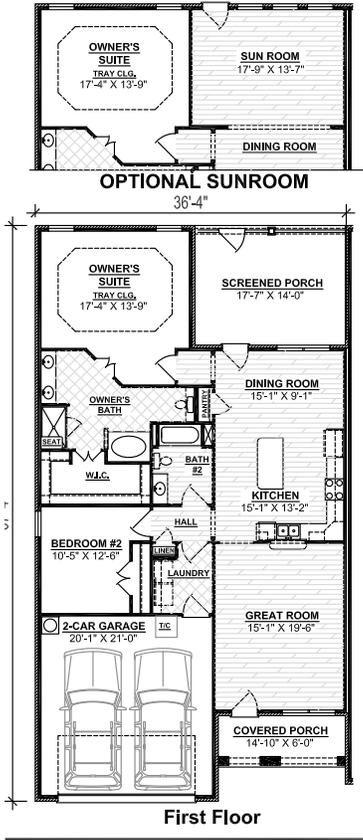


2209 PLAN

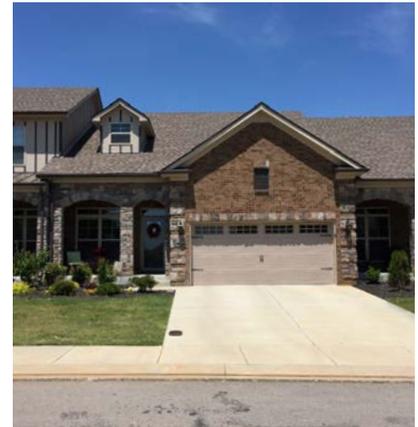
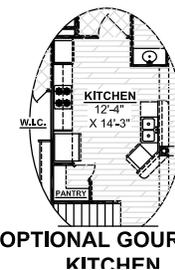
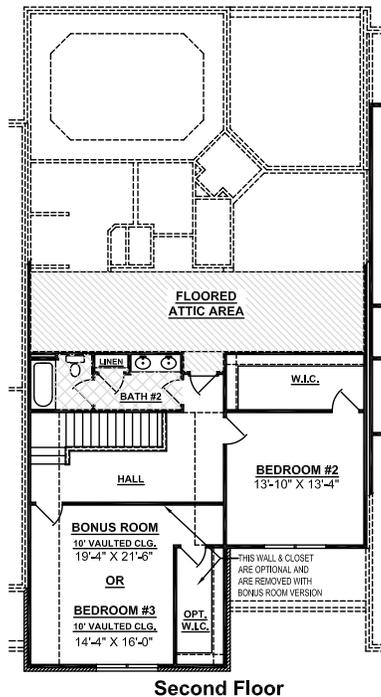
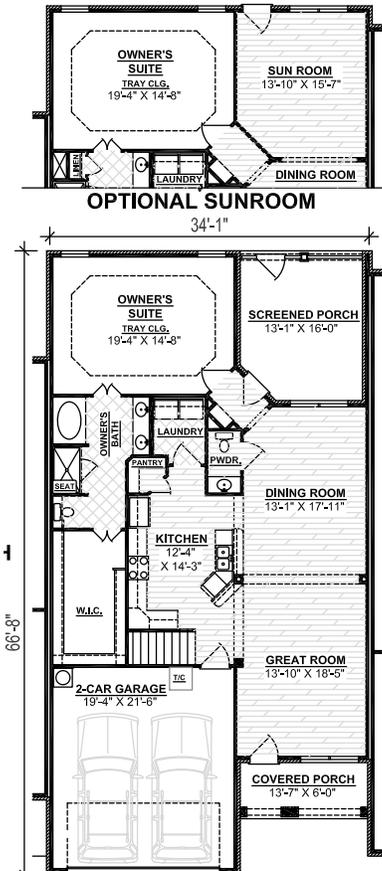


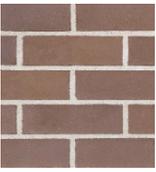
*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.

1557 PLAN



2275 PLAN





Example of possible brick
(different colors, cuts, and patterns will be allowed, and to be approved by planning commission)



Example of stone veneer
(different colors, cuts and patterns will be allowed, and to be approved by planning commission)



Example of the cement fiber siding
(different colors and patterns will be allowed, and to be approved by planning commission)



Example of cement fiber board and batten
(different colors and patterns will be allowed, and to be approved by planning commission)



Example of Entrance Sign



Front Building Elevation



Rear Building Elevation

Pursuant to the City of Murfreesboro's 2040 Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for improvements. The majority of vehicular trips generated by this development will impact North Tennessee Boulevard. It is currently built as a 3-lane cross-section with curb and gutter along with sidewalks on both sides of the roadway.

As stated above, the primary means of ingress/egress from this site will be onto North Tennessee Boulevard. The illustration below shows the proposed entrance will incorporate three travel lanes for proper circulation into and out of the development onto North Tennessee Boulevard. There will be a dedicated left and right out of the neighborhood, as well as single lane for traffic entering the development. As the master plan shows, there are no connections being made to the existing development surrounding this site. Each of the adjacent properties have self contained vehicular roadways, and did not provide any locations for connection to this site.

The streets, sidewalks, driveways, and parking areas within Brookwood Point will be private and maintained by the H.O.A.





- A Mail Kiosk
- B Walking Trail
- C Bench
- D Covered Seating Area

Not To Scale



LOCATION MAP - AMENITIES

With this request, Brookwood Point will be dedicating over 8.96 acres or roughly 64% to common open space. The open space areas will be comprised of usable open space, detention areas, and the frontage along North Tennessee Boulevard. The main open space along North Tennessee Boulevard will offer residents a stamped concrete walking trail connecting the two ends of the neighborhood. Along this walking trail will be three brick paver seating areas with benches and surrounded by trees to provide a shaded place for relaxation. All of the amenities will be constructed prior to first certificate of occupancy with Phase 1. The North Tennessee Boulevard entrance area will incorporate masonry signage, and will be anchored with landscaping.



Example of Pavers for Seating areas (Color, size, and texture may vary from sample above)



Example of the Stamped Concrete Walking Trail through the Common Open Space



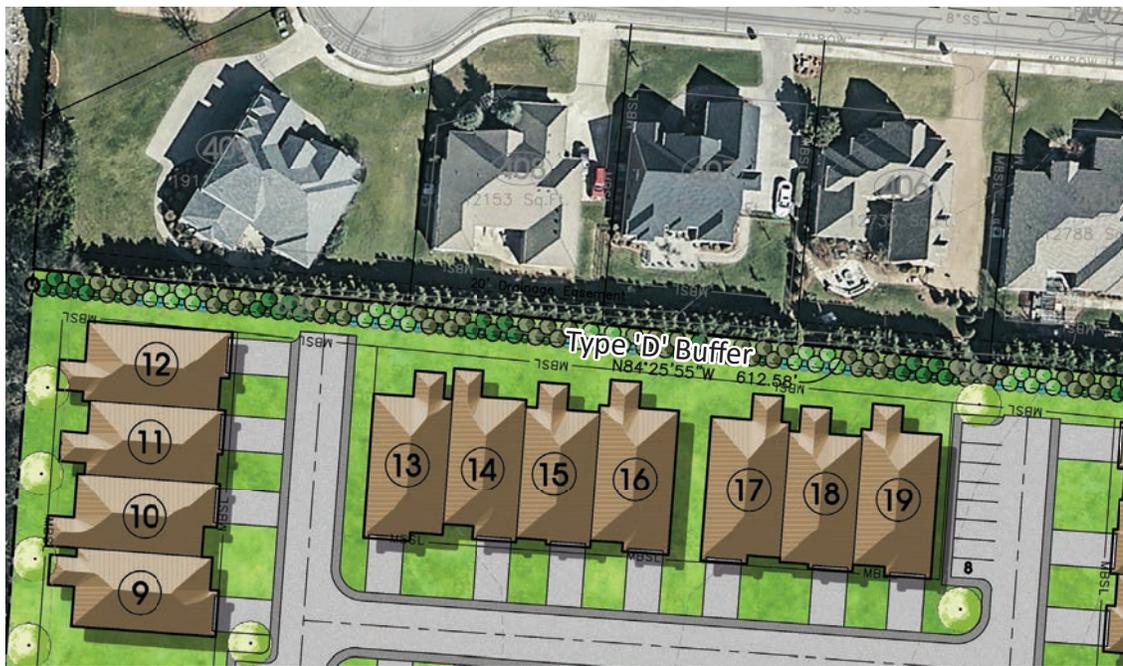
Example of Covered Seating Area



FRONT ELEVATION

SCALE: 3/8"=1'-0"

Example of the Mail Kiosk



LAWN
 SIDEWALK



not to scale

Landscape Materials Samples: Deciduous Trees



(A)



(B)

- (A) *Ulmus parvifolia* 'Emer II' / 'Emer II' Alle Elm
- (B) *Zelkova serrata* 'Green Vase' / Sawleaf Zelkova
- (C) *Buxus* x 'Green Mountain' / Boxwood
- (D) *Prunus laurocerasus* 'Otto Luyken' / Luykens Laurel
- (E) *Lagerstroemia indica* 'GAMAD VI' / Berry Dazzle Crape Myrtle
- (F) *Miscanthus sinensis* 'Adagio' / Adagio Eulalia Grass
- (G) *Liriope spicata* 'Silver Dragon' / Creeping Lily Turf
- (H) *Setcreasea pallida* 'Purple Heart' / Purple Heart Setcreasea

- (I) *Iberis sempervirens* 'Little Gem' / Little Gem Candytuft
- (J) *Liriope muscari* 'Variegata' / Variegated Lily Turf
- (K) *Magnolia grandiflora* 'D.D. Blanchard' TM / Southern Magnolia
- (L) *Thuja standishii* x *plicata* 'Green Giant' / Green Giant Arborvitae
- (M) *Cryptomeria Japonica* 'Radi-cans' / Japanese Cedar
- (N) *Viburnum x pragense* / Prague Viburnum
- (O) *Prunus laurocerasus* 'Schipkaensis' / Schipka Laurel

Landscape Material Samples: Evergreen/Deciduous Shrubs And Grasses



(C)



(D)



(E)



(F)

LANDSCAPE MATERIAL SAMPLES: GROUNDCOVER



(G)



(H)



(I)



(J)

Landscape Buffer: Evergreen Trees



(K)



(L)



(M)

Landscape Buffer: Evergreen Shrubs



(N)



(O)

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

Landscaping Standards:

- A minimum 10 feet of landscape area between parking and all perimeter property lines.
- The northern perimeter of the property abutting Northwood Section 13 Subdivision will have a 15-foot wide Type 'D' Landscape Buffer planted consisting of a double staggered row of evergreen trees planted 8 feet on center to provide screening for the adjacent properties and their residents. Evergreen trees will be a minimum of 6 feet tall at the time of planting. In addition to the evergreen trees, single row of evergreen shrubs will fill in the gaps between the evergreen trees during the first few years of the buffer till the trees mature and fill in the buffer. The evergreen shrubs will be a minimum 4 feet tall at the time of planting.
- The western perimeter property line will have canopy trees planted along the perimeter at a minimum of 40 feet on-center.
- The southern perimeter property line along North Tennessee Boulevard will incorporate a Type 'C' Buffer. All above ground utilities and mechanical equipment screened with landscaping and/or fence.
- The fronts and sides of townhome buildings facing private streets will have at least 3 foot wide landscape strip at the base of buildings.
- Stormwater management areas shall only be screened along edges adjacent to external public R.O.W.'s and adjacent properties, and shall not be screened internally to the proposed development.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.

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

Response: An exhibit is given on Page 6 along with descriptions of each.

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

Response: Exhibits are shown on Page 7 that shows the existing contours and drainage patterns along with an aerial photograph of the area. No portion of the property is subject to FEMA floodplains or floodways, and the site ultimately drains to Bushman Creek.

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

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

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

Response: The attached 11x17 page lists standards and exhibits showing the concept plan which shows each of these items.

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

Response: The attached 11x17 page lists standards and exhibits showing the concept plan which shows each of these items.

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

TOTAL SITE AREA	605,484 s.f.
TOTAL MAXIMUM FLOOR AREA	120,575 s.f.
TOTAL LOT AREA	0 s.f.
TOTAL BUILDING COVERAGE	121,324 s.f.
TOTAL DRIVE/ PARKING AREA	32,730 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	572,754 s.f.
TOTAL OPEN SPACE	390,298 s.f.
FLOOR AREA RATIO (F.A.R.)	0.20
LIVABILITY SPACE RATIO (L.S.R.)	0.73
OPEN SPACE RATIO (O.S.R.)	0.78

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

Response: The property is currently zoned CF. The surrounding area has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

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

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

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

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

Response: This requirement has been addressed on Page 15.

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

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

- 1) Detention ponds shall not be screened internally, only to external R.O.W.'s and adjacent properties.
- 2) Permitted to utilize individual unit trash carts to be stored inside the garage and not a garbage dumpster, which will be serviced by a private hauler.
- 3) 4 foot sidewalks will be throughout the development except where sidewalks are adjacent to parking areas where the sidewalks will be 7 feet'.

SETBACKS	PRD-Exterior	PRD-Interior	RS-A2	PRD	DIFFERENCE
Front Setback	25.0'	25.0'	35.0'	25.0'	-10.0'
Side Setback	15.0'	10.0'	5.0'	10.0'	-10.0'
Rear Setback	20.0'	20.0'	20.0'	20.0'	0.0'
Maximum Gross Density			167 Units	53 Units	-144 Units
Maximum Building Height			35.0'	35.0'	0.0'

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

Response: This property is located in the Airport Overlay District (AOD). This property is not in the Gateway Design Overlay District, Historic District (H-1), or Planned Signage Overlay District (PS). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0163H and Panel 47149C0280H Eff. Date 01/05/2007.

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

Response: Pages 5 & 20 discusses the 2040 Major Thoroughfare Plan.

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

Response: The primary representative is Matt Taylor of SEC, Inc., the developer/ applicant is Ole South Properties, Inc. contact info for both is provided on the back of the cover page.

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

Response: Pages 16-19 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

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

Response: Example of entrance signage are located on Page 18, discription on page 21.

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**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice Chair
Eddie Smotherman
Warren Russell
Chase Salas
Jennifer Garland
Ronnie Martin

STAFF PRESENT

Donald Anthony, Planning Director
Matthew Blomeley, Assistant Director
Margaret Ann Green, Principal Planner
Dianna Tomlin, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Sam Huddleston, Executive Dir. Of Dev. Services
Carolyn Jaco, Recording Assistant
Adam Tucker, City Attorney

Chair Kathy Jones called the meeting to order after determining there was a quorum. The minutes of the June 5, 2019, and June 19, 2019, Planning Commission meetings were approved as submitted.

Public Hearings

Zoning application [2019-415] for 2,348 lots (approximately 920 acres), as shown on accompanying map, to be rezoned City Core Overlay (CCO), Murfreesboro Planning Department applicant. Mr. Donald Anthony began by explaining the City of Murfreesboro has been working on the expansion of the City Core Overlay district over a year. The text for the City Core Overlay district has been reviewed by the Planning Commission a few months back and it is now being reviewed by City Council. The City Core Overlay amendment text follows closely with the Historic District, the approved North Highland Avenue Study, and the Historic Bottoms Study. Between the approved studies and the Zoning Map Amendment there have been seven City Core Overlay meetings with various groups, meetings with downtown business owners, and outreach efforts to discuss the vision for the downtown area.

Continuing, Mr. Anthony explained to the public whom were attending the meeting the process for public notices being mailed out for tonight's public hearing. Information had been provided to the public on the local TV Channel 3, our City website, and an advertisement had been placed

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

node and it would not be permitted under the CCO requirements. The applicant could only go 50 percent higher than the adjacent building. However, the applicant is requesting PRD zoning. Even if the CCO were in place, an applicant could seek individualized zoning standards through the planned development process.

Mr. Ken Halliburton expressed his concerns about this application due to the conversations that been expressed earlier during this meeting. If the CCO had passed this application would not be accepted. The CCO is to protect the surrounding houses. The proposal is beautiful, but he has concerns, and he is not willing to approve a three-story building that would not be approved in the CCO.

Mr. Ronnie Martin made a motion to approve subject to all staff comments, seconded by Ms. Jennifer Garland. There were two no votes made by Mr. Chase Salas and Mr. Ken Halliburton. The motion passed.

Zoning application [2019-419] for approximately 13.9 acres located along North Tennessee Boulevard to be rezoned from CF to PRD (Brookwood Point PRD), Ole South Properties,

Inc. applicant. Ms. Amelia Kerr summarized the staff report, which had been made available to the Planning Commission in their agenda packet. Ms. Kerr stated, the proposed single family residential attached use in this PRD request is not consistent with the commercial uses that are recommended in the 2035 Comprehensive Plan for the commercial land use character. The Planning Commission needs to discuss the zoning request to determine if this is an appropriate use to deviate from the recommendations of the 2035 Comprehensive Plan. Staff is currently updating the 2035 Comprehensive Plan and should be providing the updates to the Planning Commission in the coming months.

Mr. Matt Taylor and Mr. Dan Bobo were in attendance to represent the applicant. Mr. Matt Taylor came forward to begin a power point presentation from the applicant's pattern book. Mr. Taylor addressed the PRD request, stating it was appropriate due the surrounding area on their side of Tennessee Boulevard being a residential zone. On the other side of the street along Tennessee

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

Boulevard is the CF zone. Continuing, Mr. Taylor explained, due to wetlands being discovered on this property, it will be platted to preserve the wetlands.

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

Mr. Ken Halliburton made a motion to approve subject to all staff comments, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Zoning application [2019-409] for approximately 2.88 acres located at 1126 Rucker Lane to amend the Marymont Springs PUD to add “tavern” use, Jeff and Sherris Brown applicant.

Mr. Ronnie Martin announced he would be abstaining from all discussion and vote regarding this zoning application.

Ms. Marina Rush summarized the staff report, which had been made available to the Planning Commission in their agenda packet. Ms. Rush made known a neighborhood meeting had been conducted on April 9, 2019. Approximately 40 people had attended the meeting and comments had been made such as the potential for traffic increase and noise.

Mr. Clyde Rountree, Mr. Jeff Brown and Ms. Sherris Brown, were in attendance to represent the applicant. Mr. Clyde Rountree came forward to begin a power point presentation from the applicant’s pattern book. Mr. Rountree explained, this request would not be a bar, the applicants are proposing an upscale, quiet, afterhours, wine bar for relaxation.

Chair Kathy Jones opened the public hearing.

1. **Mr. Robert Frase 1931 Rolling Creek Drive** – opposes the zoning request due to traffic, light pollution, and noise beside a residential neighborhood.
2. **Ms. Sherris Brown the applicant** – came forward to make known this request is not a tavern. All private parties would be held upstairs, inside, the mansion. If approved, it would bring additional revenue to Murfreesboro and the property would remain as an historical value for the community.

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ORDINANCE 19-OZ-30 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 13.9 acres along North Tennessee Boulevard from Commercial Fringe (CF) District to Planned Residential Development (PRD) District (Brookwood Point PRD); Ole South Properties, Inc., applicant [2019-419].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and 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 referenced 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

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

RS-15

Ordinance 19-OZ-30

RS-12

RS-15

ALEXANDER BLVD

BRADBERRY DR

OG

MOSAIC TRL

Area Rezoned from CF to PRD

PRD

RS-A1

RM-16

N TENNESSEE BLVD

RS-15

RM-16

CF

E NORTHFIELD BLVD

E NORTHFIELD BLVD

RM-12



COUNCIL COMMUNICATION

Meeting Date: 8/22/19

Item Title: Rezoning approximately 2.2 acres located along Manson Pike
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 2.2 acres located along Manson 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 7-0.

Background Information

Egbert Rebeiro presented a zoning application [2019-417] for approximately 2.2 acres to be rezoned from RM-16 (Multi-Family Residential District 16) to CF (Commercial Fringe District). During its regular meeting on July 10, 2019, the Planning Commission conducted a public hearing on this 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.

Attachments:

1. Ordinance 19-OZ-25
2. Maps of the area
3. Planning Commission staff comments from 7/10/19 meeting
4. Planning Commission minutes from 7/10/19 meeting (in draft form)
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 10, 2019**

- 4.c. Zoning application [2019-417] for approximately 2.2 acres located along Manson Pike to be rezoned from RM-16 and GDO-1 to CF and GDO-1, Egbert Rebeiro applicant. (project planner- Margaret Ann Green).**

The subject property is located along the south side of Manson Pike, across from Springfield apartments PRD and just north of Vantage Murfreesboro apartments. The property is a vacant, undeveloped parcel that is approximately 3.6 acres and it is identified on Tax Map 079 Parcel 101.05.

The subject property is owned by the Charles R Smotherman and is under contract with Egbert Rebeiro, who has applied for this zoning change request. The applicant has not indicated a proposed development for the site but believes CF (Commercial Fringe District) is more appropriate than RM-16 (Multi-family Residential District). The CF district is intended to permit the development and continued maintenance of general commercial uses along highways and major arterial streets which tend not to be a nuisance to immediately surrounding residential development. The CF district has additional standards that are applicable, they are as follows:

1. Drive-up windows shall be permitted only when developments with such are located a minimum distance of 200-feet from any property line of land zoned in the RS, RD, RS-A, or PRD classification or the residential portion of land zoned in the PUD classification.
2. Where developments have a common side or rear lot line with properties in the RS, RD, RS-A, or PRD classification or the residential portion of land zoned in the PUD classification, dumpster and garbage collection areas shall be located on-site the maximum distance feasible from the residential properties.
3. The sale or distribution of gasoline, diesel, and other fuels for motor vehicles will be permitted in this district only when developments for such are setback a minimum of 200-feet from any property zoned in the RS, RD, RS-A, or PRD classifications or the residential portion of land zoned in the PUD classification.
4. On-site lighting for parking areas and loading areas shall be arranged in such a manner as to minimize intrusion of the lighting into areas zoned for residential purposes.

Future Land Use Map

The Murfreesboro 2035 Future Land Use Map indicates that Multi Family Residential uses are the most appropriate land use for the subject property. The proposed zoning does not appear to be consistent with the *Future Land Use Map*.



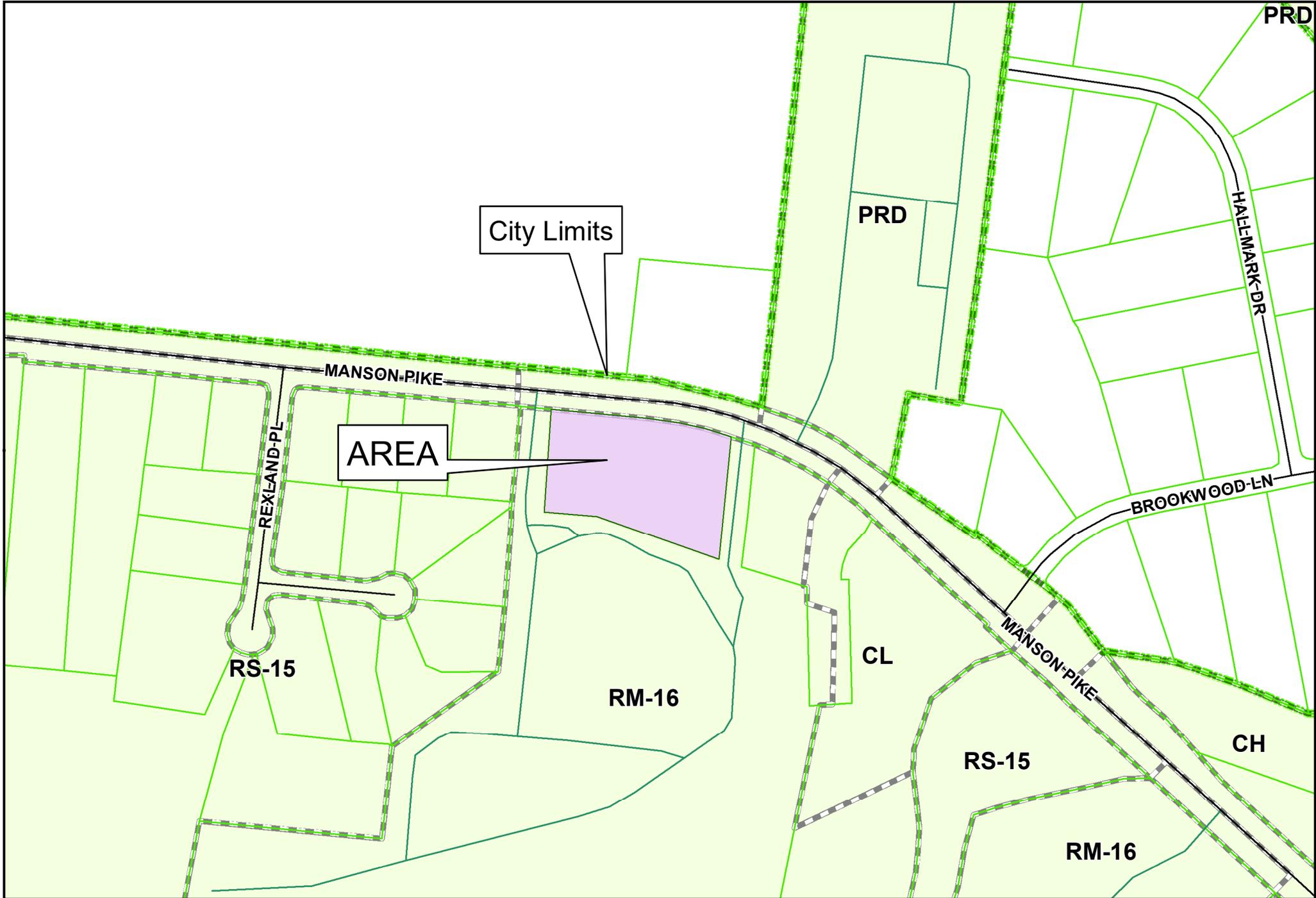
MAP 4.2

Future Land Use Map

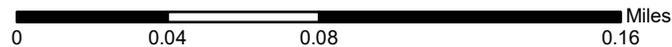
- LAND USES
- Proposed Land Uses
- Undeveloped
 - Parks
 - Suburban Estate
 - Suburban Residential
 - Auto Urban Residential
 - Multi Family Residential
 - General Commercial
 - Neighborhood Commercial
 - Urban Commercial / Mixed Use
 - Central Business District
 - Business Park
 - Light Industrial
 - Heavy Industrial
 - Public / Institutional

Higher density residential uses such as attached and multiple-family housing (up to three stories in height), and manufactured home communities also have this character due to their density, limited open space, relative amount of impervious surface devoted to buildings and parking lots, and increased building enclosure. Multi-family residential developments are typically setback from road frontages, with buildings surrounded by surface parking lots and oriented inward toward recreational / social amenities, such as swimming pools, cabanas, etc. The proposed density is 19.93 dwelling units per acre.

The Planning Commission will need to conduct a public hearing prior to formulating a recommendation to City Council.



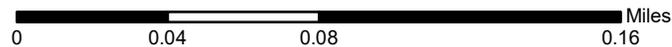
Rezoning Request Along Manson Pike (RM-16 to CF)



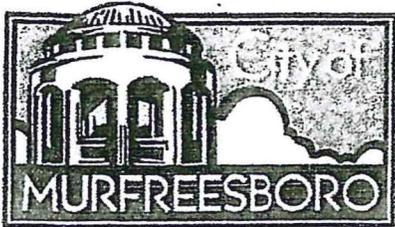
Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, TN 37130
 murfreesborotn.gov/planning



Rezoning Request Along Manson Pike (RM-16 to CF)



Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, TN 37130
murfreesborotn.gov/planning



T E N N E S S E E

Creating a better quality of life

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

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

Procedure for applicant:

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

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

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

Received
Planning Department
MAY 16 2019
111 West Vine Street
Murfreesboro, TN 37130

To be completed by applicant:

APPLICANT: HUDDLESTON-STEEL ENGINEERS

Address: 2115 NW BROAD ST. City/State/Zip: MURFREESBORO, TN 37129

Phone: 615. 893. 4084 E-mail address: routree.associates@yahoo.com

PROPERTY OWNER: CHARLES SMOTHERMAN

Street Address or property description: MASON PIKE

and/or Tax map #: 79 Group: _____ Parcel (s): 101.05

Existing zoning classification: RM-16

Proposed zoning classification: CF Acreage: 2.18 ± AC.

Contact name & phone number for publication and notifications to the public (if different from the applicant): HUDDLESTON-STEEL ENGINEERS

E-mail: routree.associates@yahoo.com

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 5.15.2019

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

Date received: _____ MPC YR.: _____ MPC #: 2019-417

Amount paid: 700.00 Receipt #: 293620

5.15.2019

Mr. Donald Anthony
Planning Director
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

Re: Rezoning Request

Described as Tax Map 79 and parcels 101.05 consisting of 2.18 +/- acres. .

Dear Mr. Anthony:

On behalf of our client, Dr. Reibero, we hereby request to rezone a 2.18 +/-acre tract of land located Mason Pike the current RM-16 zoning to the requested CF zoning. The property located at Tax Map 79 and parcels 101.05, consisting of 2.18 +/- acres. We currently have no use for the site but are aware that the development of the site will be subject to the GDO-1 overlay design criteria.

Please let me know if you need any additional information and thank you for your assistance with this request.

Sincerely,

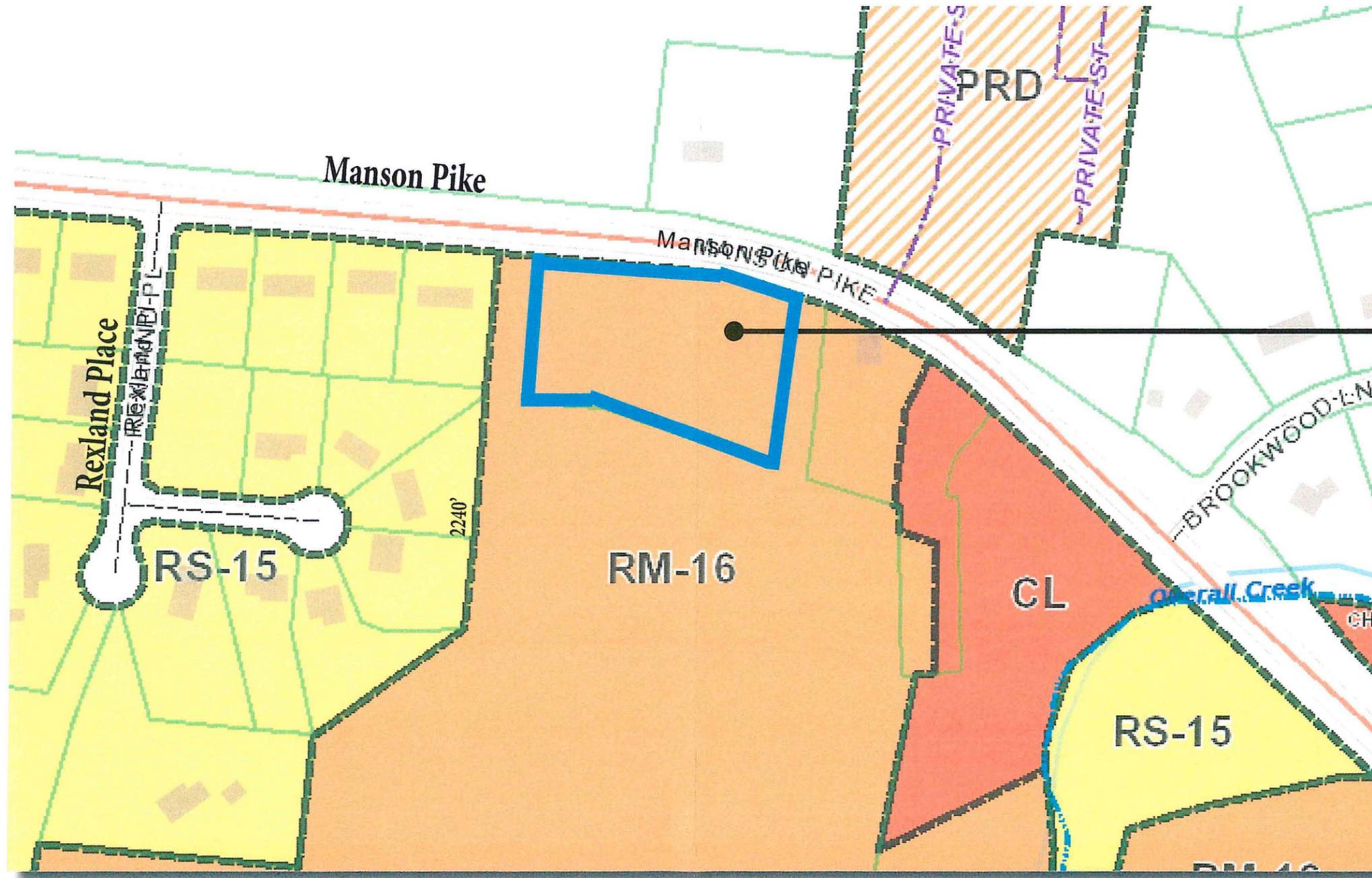


Clyde Rountree, RLA

HUDDLESTON-STEELE ENG., INC.



Reibero Rezoning Exhibit



2.18 Acres to be
Rezoned to CF

Received
Planning Department
MAY 16 2019
111 West Vine Street
Murfreesboro, TN 37130

DRAFT

**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice Chair
Eddie Smotherman
Warren Russell
Chase Salas
Jennifer Garland
Ronnie Martin

STAFF PRESENT

Donald Anthony, Planning Director
Matthew Blomeley, Assistant Director
Margaret Ann Green, Principal Planner
Dianna Tomlin, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Sam Huddleston, Executive Dir. Of Dev. Services
Carolyn Jaco, Recording Assistant
Adam Tucker, City Attorney

Chair Kathy Jones called the meeting to order after determining there was a quorum. The minutes of the June 5, 2019, and June 19, 2019, Planning Commission meetings were approved as submitted.

Public Hearings

Zoning application [2019-415] for 2,348 lots (approximately 920 acres), as shown on accompanying map, to be rezoned City Core Overlay (CCO), Murfreesboro Planning Department applicant. Mr. Donald Anthony began by explaining the City of Murfreesboro has been working on the expansion of the City Core Overlay district over a year. The text for the City Core Overlay district has been reviewed by the Planning Commission a few months back and it is now being reviewed by City Council. The City Core Overlay amendment text follows closely with the Historic District, the approved North Highland Avenue Study, and the Historic Bottoms Study. Between the approved studies and the Zoning Map Amendment there have been seven City Core Overlay meetings with various groups, meetings with downtown business owners, and outreach efforts to discuss the vision for the downtown area.

Continuing, Mr. Anthony explained to the public whom were attending the meeting the process for public notices being mailed out for tonight's public hearing. Information had been provided to the public on the local TV Channel 3, our City website, and an advertisement had been placed

DRAFT

DRAFT

**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

the residents whom he is representing are seeing water being received on their property which had not ever received before. In addition, the increase of water is also due from the widening of the road for this development. Going forward, Mr. McDonald requested, he and the residents continue working with the City and allow them to be in the process to address stormwater.

Ms. Sherry Brown 3818 Asbury Road – has concerns with the increase of traffic in this area. She requested that a traffic signal be placed along Asbury Lane and Medical Center Parkway.

Chair Kathy Jones closed the public hearing.

Ms. Margaret Ann Green addressed the concerns that had been mentioned. She made known Staff has been involved with the property owners over the past year and would like to continue working with the property owners. After researching the property, drainage pipes had been cleaned out and maintained, and are properly functioning. To address the traffic concerns, the Major Thoroughfare Plan identifies this area for changes to the traffic network with a signalized intersection. However, at this time, there is no date for road improvements.

Mr. Ronnie Martin recommended for Staff to meet with Mr. Quinton McDonald, who came to represent the residents, Ms. Nancy Wright, and Ms. Karen Bauer 3507 Asbury Lane. This would be a courtesy meeting to have a conversation with Mr. McDonald about the resident's property.

Mr. Ken Halliburton made a motion to approve subject to all staff comments, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.

Zoning application [2019-417] for approximately 2.2 acres located along Manson Pike to be rezoned from RM-16 and GDO-1 to CF and GDO-1, Egbert Rebeiro applicant. Ms. Margaret

Ann Green summarized the staff report, which had been made available to the Planning Commission in their agenda packet.

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

DRAFT

DRAFT

**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

Mr. Warren Russell asked what type buffer would be placed between the CF zone and the residential property. Ms. Green answered that it would be a Type D buffer, 12 feet wide.

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

Zoning application [2017-439] for approximately 2.5 acres located along West Northfield Boulevard and Sulphur Springs Road to be rezoned from RS-10 to PCD (Sanders Corner PCD), Henry & Linda Brendle applicants. Ms. Margaret Ann Green summarized the staff report, which had been made available to the Planning Commission in their agenda packet. Ms. Green made known a neighborhood meeting had been conducted on June 25, 2019, at Kingwood Heights Church of Christ.

Ms. Margaret Ann Green explained during the workshop meeting she had asked the Planning Commissioners to review the list of uses to make certain if the uses were appropriate with this request. Since then, the applicant has provided a list of prohibited uses.

Mr. Clyde Rountree was in attendance to represent the applicant. Mr. Rountree came forward to begin a power point presentation from the applicant's program book.

Chair Kathy Jones opened the public hearing.

1. Mr. Ted Sutherland 1215 Sulphur Springs Road – does not oppose the PCD zoning application; however, he would like following questions and concerns be addressed:
 - He would like to know details for the buffer, landscaping, fence, and the distance for a PCD being beside a residential property.
 - He requested for the prohibited uses include gas station, beer sales, convenience store, car lots, and car repair.

DRAFT

ORDINANCE 19-OZ-25 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 2.18 acres along Manson Pike from Residential Multi-Family Sixteen (RM-16) District and Gateway Design Overlay One (GDO-1) District to Commercial Fringe (CF) District and Gateway Design Overlay One (GDO-1) District; Egbert Rebeiro, applicant [2019-417].

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 and Gateway Design Overlay One (GDO-1) 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

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL



City Limits

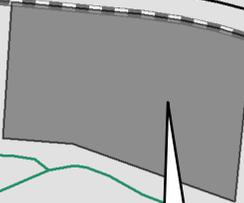
PRD

HALLMARK-DR

MANSON-PIKE

RS-15

REXLAND-PL



MANSON PIKE

BROOKWOOD-LN

CL

CH

RS-15

RM-16

Area Rezoned from
RM-16 and GDO-1
To CF and GDO-1

RM-16

PRD

A-RUN



COUNCIL COMMUNICATION

Meeting Date: 8/22/19

Item Title: Amending the Marymont Springs PUD at 1126 Rucker Lane
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amend the Marymont Springs PUD on approximately 2.88 acres located at 1126 Rucker 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 rezoning by a vote of 6-0 (with one abstention).

Background Information

Jeff and Sherris Brown presented a zoning application [2019-409] to amend the Marymont Springs PUD (Planned Unit District) on approximately 2.88 acres along Rucker Lane. During its regular meeting on July 10, 2019, the Planning Commission conducted a public hearing on this 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.

Attachments:

1. Ordinance 19-OZ-31
2. Maps of the area
3. Planning Commission staff comments from 7/10/19 meeting
4. Planning Commission minutes from 7/10/19 meeting (in draft form)
5. Other miscellaneous exhibits, including PUD pattern book

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 10, 2019**

Project Planner: Marina Rush

6.j. Zoning application [2019-409] for approximately 2.88 acres located at 1126 Rucker Lane to amend the Marymont Springs PUD to add “tavern” use, Jeff and Sherris Brown applicant.

The subject property is located along the west side of Rucker Lane and south of the terminus of Muirwood Boulevard. The property is approximately 2.88 acres and identified as Tax Map 100, Parcel 33.01. It is developed with the historic Marymont Mansion (circa 1860) including a private driveway, septic and well, and has been vacant for several years. The property is a part of the Marymont Springs Planned Unit Development (PUD) zoning, which was originally approved in 2005/2006.

The City Council amended the Marymont Springs PUD in 2013 to include non-residential uses permitted for the mansion, including bed and breakfast, restaurant, office building and event facility. The current zoning request is to add “tavern” as a permitted use to this list of uses. The applicants, Jeff and Sherris Brown, wish to operate a wine bar for patrons to purchase and drink wine, beer, whiskey and bourbon on site. In addition to the wine bar, they wish to have special events such as weddings, showers, parties, etc. Building modifications include renovation of the structure and adding an outdoor courtyard for events and daily use by patrons.

A neighborhood meeting was held by the applicant on April 9, 2019 and approximately 40 persons attended. The general comments made were regarding potential noise impacts, traffic, hours of operation, and if the use in the future could become a traditional “bar.” To help minimize potential impacts on the neighboring residences the pattern book includes the following restrictions:

- Enclose the courtyard with an 8-foot tall solid wall;
- Hours of operation - Sunday through Wednesday from 2 pm to 10 pm and Thursday through Saturday from 2 pm to 11 pm;
- No amplification outdoors;
- Limit to maximum of 125 persons;
- Ensure exterior lighting does not have off-site glare and is compatible with the architecture of the historic structure;
- Maintain the historical features of the mansion; and
- Adhere to the City of Murfreesboro Noise Ordinance.

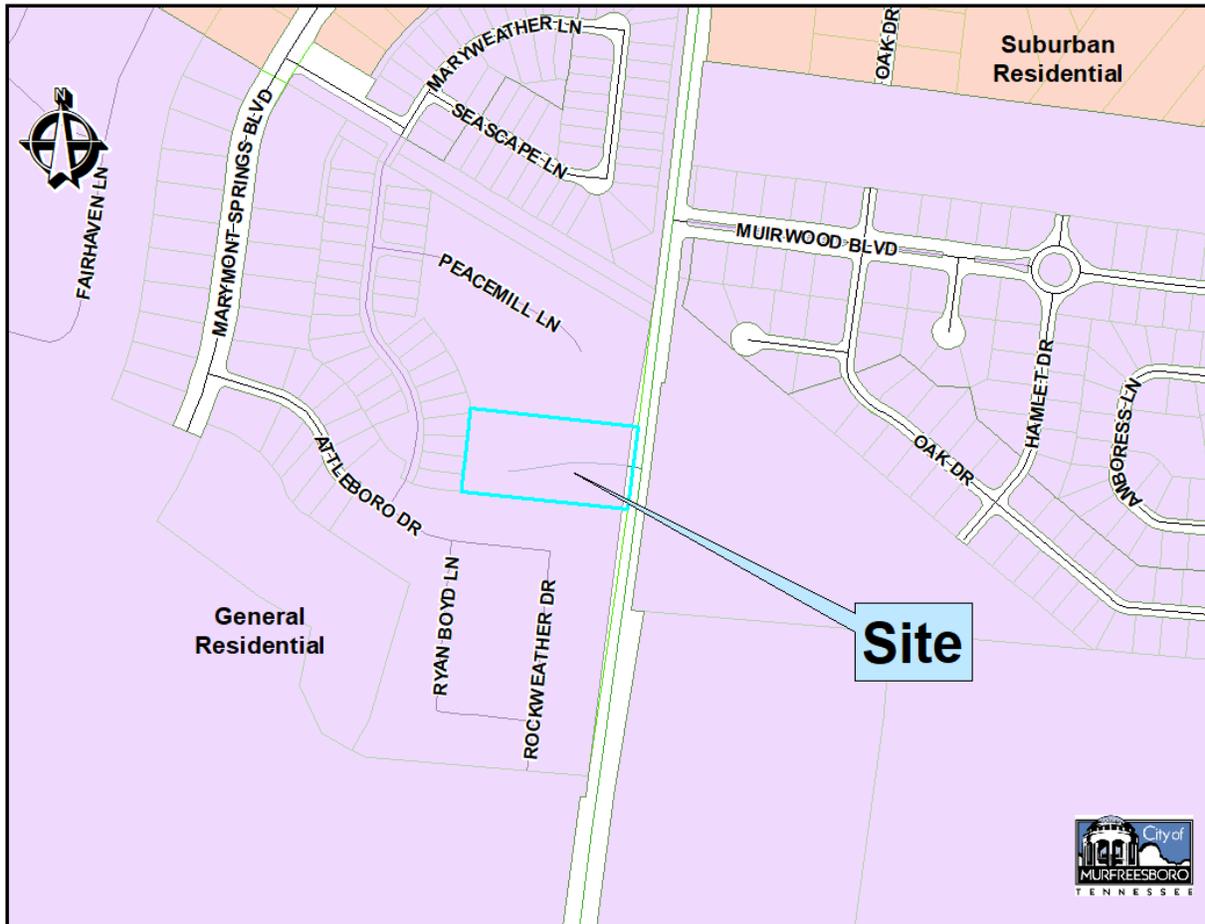
Adjacent Zoning and Land Uses

The adjacent zoning is Marymont PUD to the north, south and west being developed with single family homes. On the east side is the Muirwood Subdivision located in the unincorporated portion of Rutherford County, developed with single family residences.

Future Land Use Map

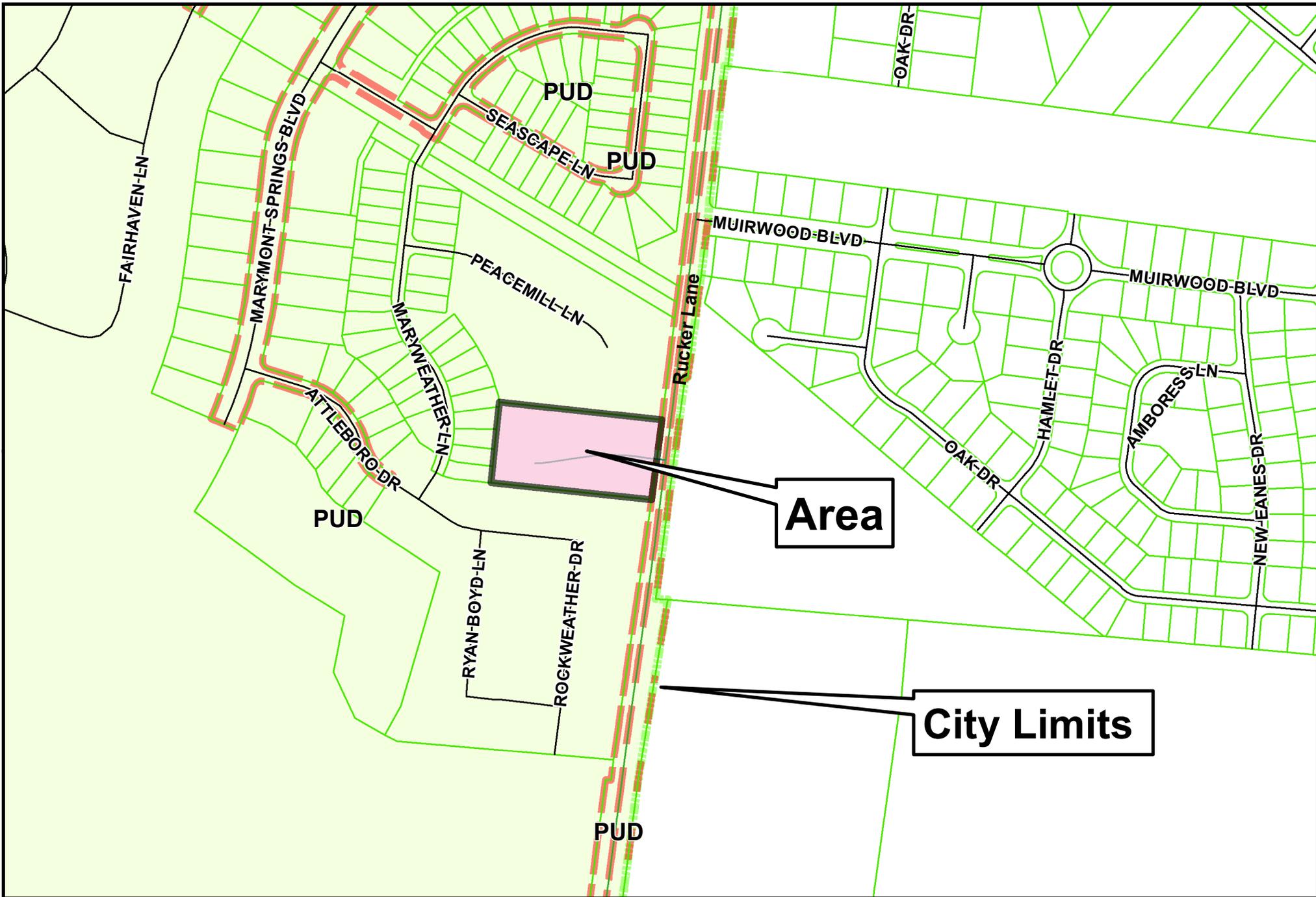
The future land use map of the *Murfreesboro 2035 Comprehensive Plan* indicates that Auto Urban Residential is the most appropriate land use for the project area. The proposed use is commercial and is not consistent with the residential land use designation. However, the 2013 Marymont PUD amendment that allowed commercial uses occurred prior to the adoption of the 2035 Comprehensive Plan. Staff recommends the land use designation for this property be amended to Neighborhood Commercial. The Planning Commission should discuss the proposed zoning with regards to the current land use designation and recommend changes to the future land use map if deemed appropriate, following consideration of the zoning request.

Murfreesboro 2035 Future Land Use



Public Hearing

The Planning Commission will need to conduct a public hearing, after which it will need to discuss this zoning request and then formulate a recommendation for the City Council.



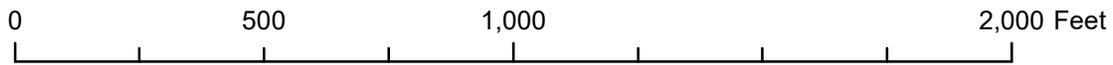
**PUD Amendment Along Rucker Lane
(Marymont Springs PUD – Black Crow Wine Bar)**



Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



**PUD Amendment Along Rucker Lane
(Marymont Springs PUD – Black Crow Wine Bar)**



Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



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

Creating a better quality of life

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: HUDDESTON - STEVE ENGINEERING

Address: 2115 NW BROAD STREET City/State/Zip: MURFREESBORO, TN 37129

Phone: 615-893-4085 E-mail address: rountree.associates@yahoo.com

PROPERTY OWNER: JAMIL MELHEM

Street Address or property description: 1126 RUCKER LANE

and/or Tax map #: 100 Group: _____ Parcel (s): 03301

Existing zoning classification: PUD

Proposed zoning classification: PUB Acreage: 2.88±

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

HUDDESTON - STEVE ENGINEERING c/o CLYDE ROUNTREE

E-mail: rountree.associates@yahoo.com

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 2.13.2019

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

Date received: _____ MPC YR.: _____ MPC #: 2019-409

Amount paid: \$ 950.00 Receipt #: 290612

2.13.2019

Mr. Donald Anthony
Planning Director
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

Re: Rezoning Request

Described as Tax Map 100 and parcels 03301 consisting of 2.88 +/- acres. .

Dear Mr. Anthony:

On behalf of our client, Jeff and Sherris Brown, we hereby request to amend the Marymont Springs PUD zoning. The property located at Tax Map 100 and parcels 03301, consisting of 2.88 +/- acres. We are requesting to rezone the property to PUD for the purpose of starting a wine bar business.

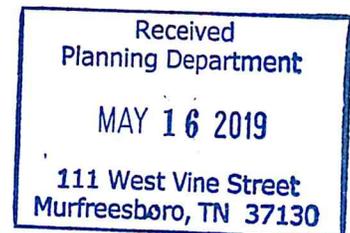
Please let me know if you need any additional information and thank you for your assistance with this request.

Sincerely,



Clyde Rountree, RLA

HUDDLESTON-STEELE ENG., INC.



Black Crow Wine Bar

AMENDMENT TO THE MARYMONT SPRINGS PUD

SHEET INDEX

1. DEVELOPMENT TEAM & PROJECT SUMMARY
2. ZONING MAP
3. UTILITY MAP
4. AERIAL MAP
5. EXISTING CONDITIONS
6. EXISTING CONDITIONS
7. SITE PLAN
8. ARCHITECTURAL ELEVATION AND FLOOR PLANS
9. LANDSCAPE CONCEPT
10. LIGHTING AND NOISE ABATEMENT
11. OPERATION HOURS AND PHASING PLAN
12. NOISE ABATEMENT
13. PLANNED DEVELOPMENT CRITERIA

Plans Prepared By:

HS HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

Development Team & Project Summary

Black Crow Wine Bar AMENDMENT TO THE MARYMONT SPRINGS PUD

Project Summary

The proposed Black Crow Wine Bar is an upscale wine and cigar lounge in Murfreesboro, Tennessee that will be opening next year pending rezoning and the remodeling of the structure.

The PUD was originally approved in 2006, and amended in 2013 to allow uses including: Single Family Residence, Bed and Breakfast facility, Single Family Residence with two lots created in the front and all three lots sharing same driveway, Event Facility, Office building, and Restaurant. The purpose of the current PUD Amendment is to add "tavern" as a permitted use.

The applicants, Jeff and Sherris Brown, intend to operate the Black Crow Wine Bar as an upscale wine and cigar lounge in Murfreesboro, Tennessee in the Marymont Mansion. The owners will offer a fine selection of wine, local whiskies and bourbons, as well as micro-brewery beers and hand rolled cigars. Additional, light food and snacks will be prepared onsite and available.

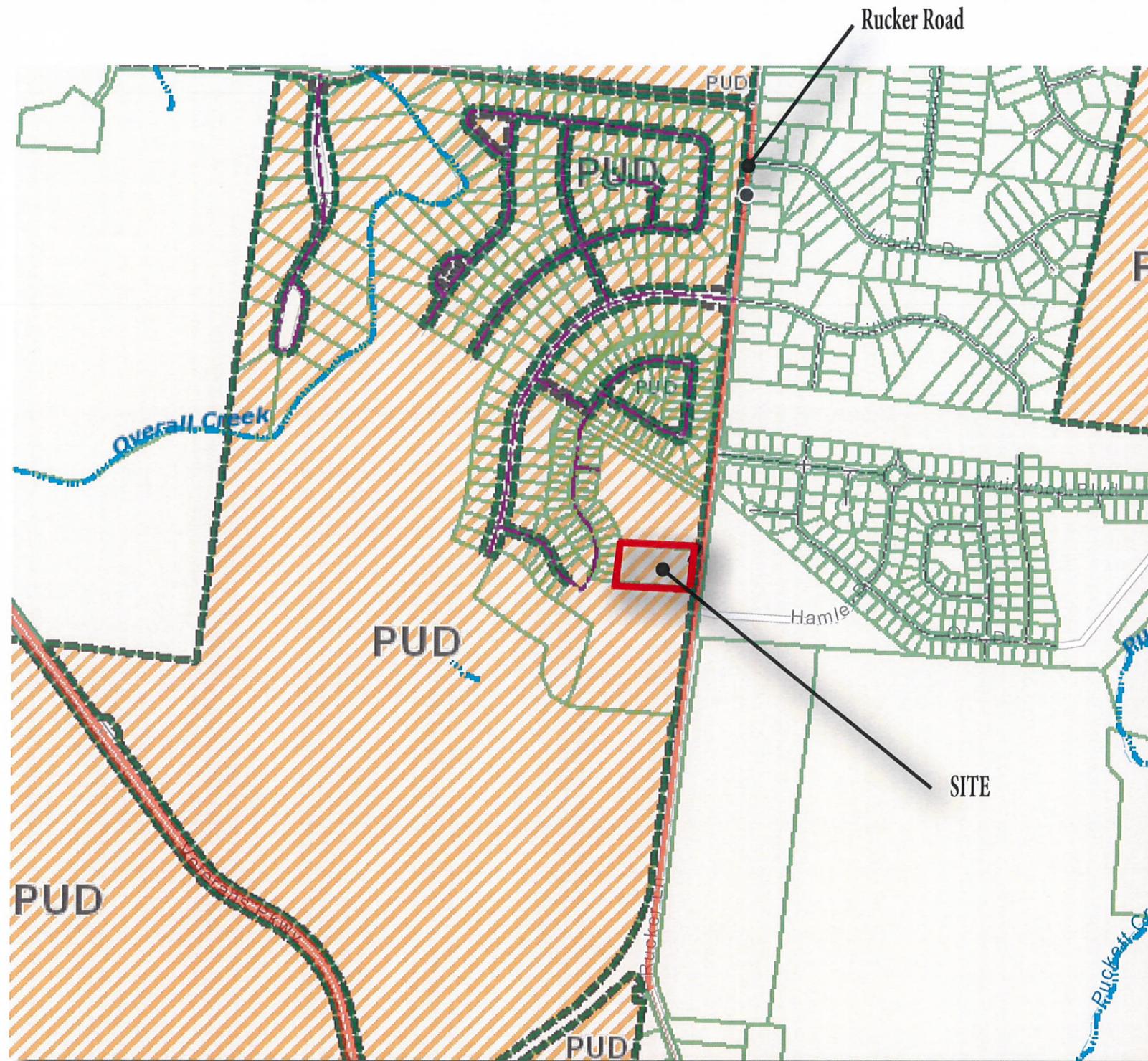
The Marymont Mansion is 4,240 square feet. Phase One will include significant interior remodeling, including bathrooms, while retaining as much of the interior layout as possible, parking lot, lighting and extending water and sewer. Phase Two will be the addition of a courtyard onto the rear of the structure for outdoor seating and events, and additional parking. Initial parking will be 39 spaces plus required handicap accessible spaces, and to accommodate the additional square footage of the courtyard for the second phase there will be an additional 30 spaces provided. No outdoor amplification will be permitted, in addition, the courtyard will be constructed with a minimum 8-foot tall walls to minimize sound emissions.

Project Summary		
Total square footage (Main House)	4240 sq.ft.	less (kitchen and office)
Parking ration of 1 space per 100 sq.ft.	3440/100 = 34.4	34 Required spaces
Parking provided in Phase 1	35 patrons	4 Employee
Courtyard addition in Phase 2	3000 sq.ft.	
Additional parking in Phase 2	3000/ 100=30	30 Required spaces
Parking provided in Phase 2	30 patrons	
Total Spaces required both phases		64
H/C Space required		3
Total Spaces + H/C provided both phases		68

Zoning Map

Black Crow Wine Bar

AMENDMENT TO THE MARYMONT SPRINGS PUD

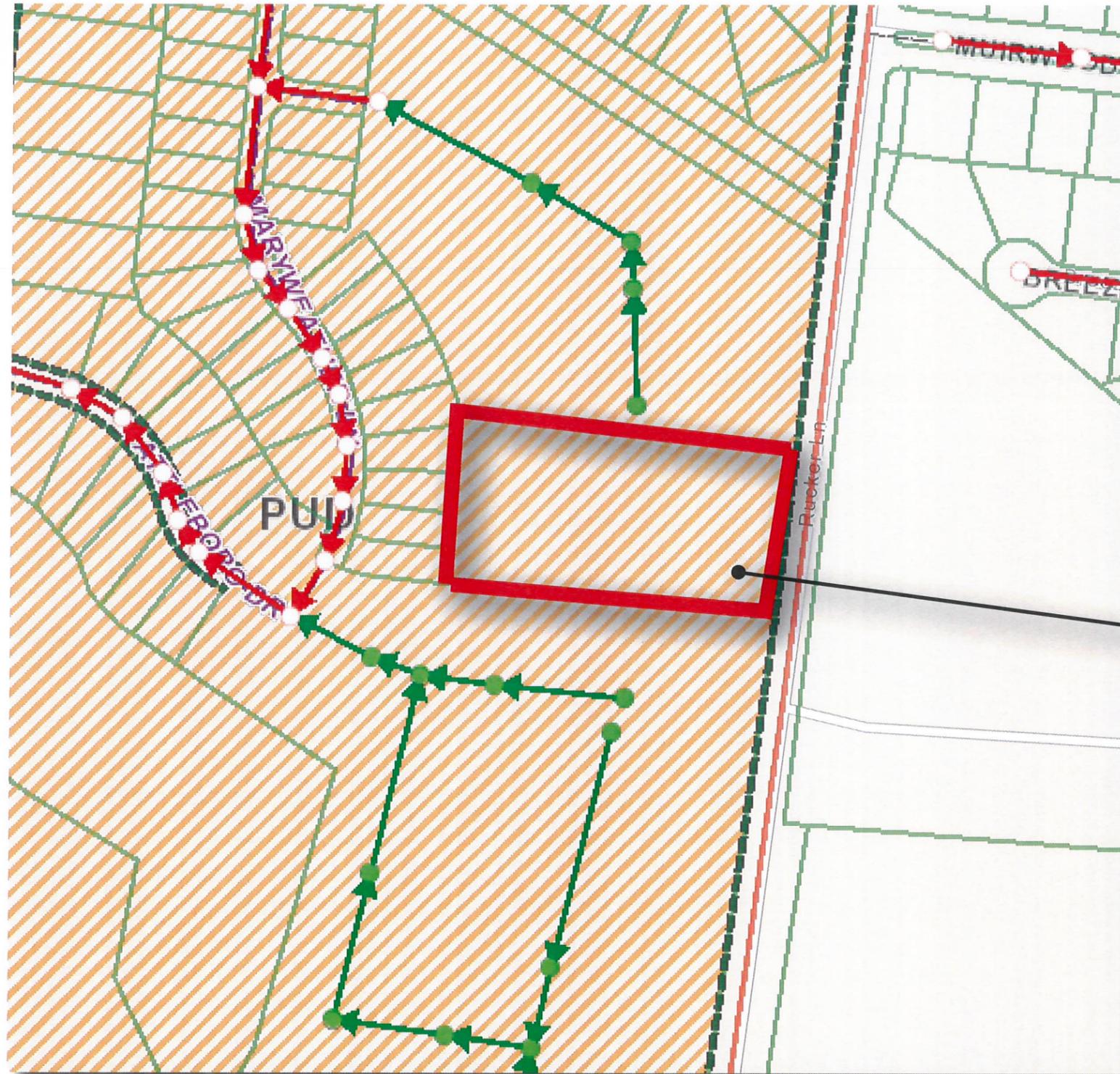


The subject property is zoned PUD. To the north, west and south are zoned PUD. To the east is zoned RM in the county.

The subject property is proposed to be an amendment to existing PUD.

Utility Map

Black Crow Wine Bar AMENDMENT TO THE MARYMONT SPRINGS PUD



Utility Providers:

The Subject property is served by:

Water is provided by Consolidated Utility District

Electric is provided by Murfreesboro Electric Department

Sewer available October 2019, provided by Murfreesboro Water Resource Department.

SITE

Aerial Map



This aerial photograph shows the subject site. The subject property has a well established tree canopy on a 3 acre site. The lot is open and airy with very little understory in the yard. The off-site views are primarily the adjacent neighborhoods. The image shows rough grading for the Marymont subdivision which is designed to surround the subject property. The proposed driveway alignment is going to remain the same for the Black Crow. It is our intention to preserve as much of the estate like character of the mansion with the new use.

Aerial Location Map

Existing Conditions

Black Crow Wine Bar AMENDMENT TO THE MARYMONT SPRINGS PUD



Entrance of subject property looking south down Rucker Lane



View of existing neighborhood to the north



View looking down the driveway to the mansion



Current parking area for the mansion looking south



View looking at the mansion from the back yard



View of adjacent property to the west

Existing Conditions



View of mansion from backyard



View looking south across subject property



View looking east across subject property

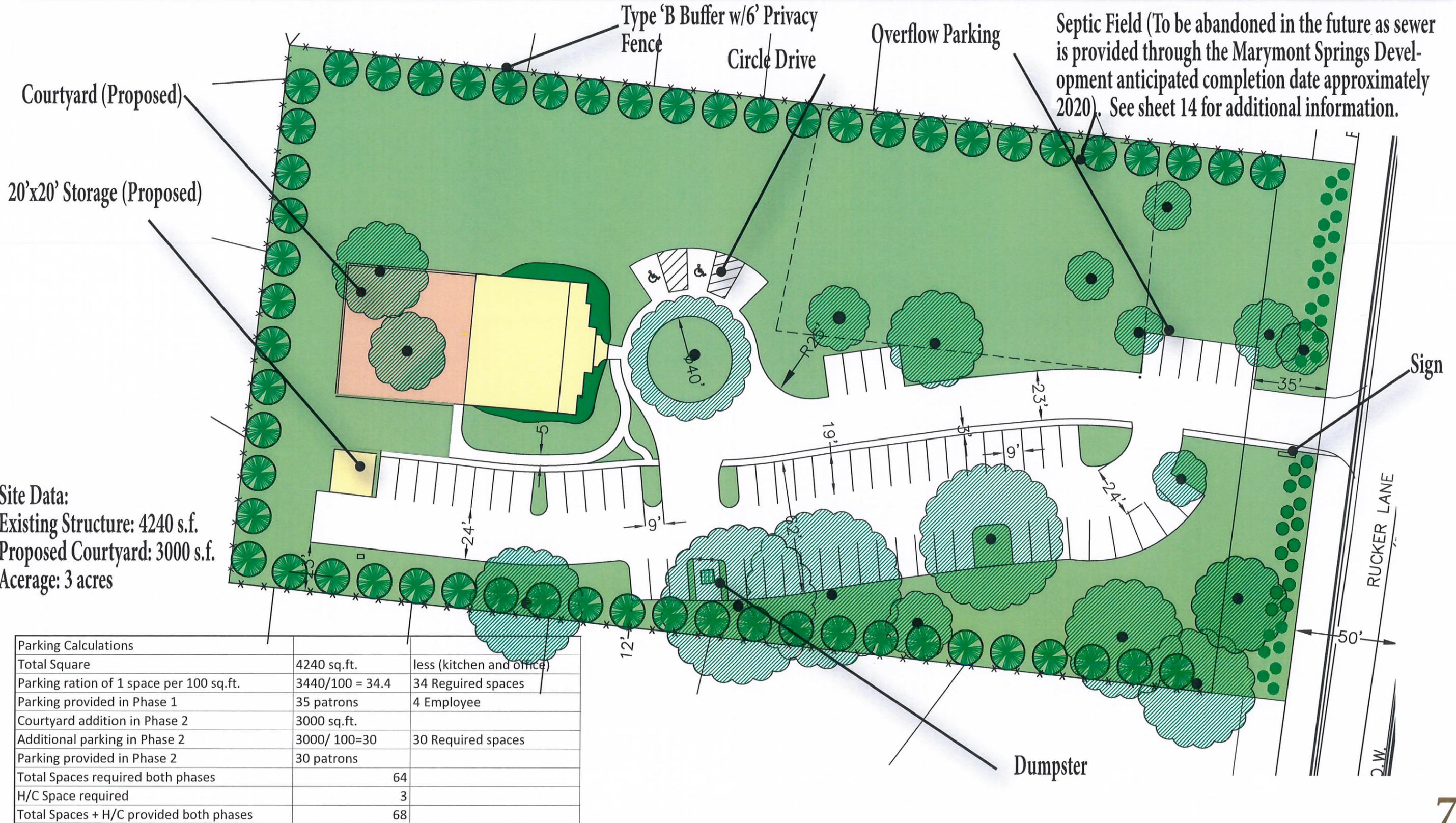


View looking east along the property line

Site Plan

Black Crow Wine Bar

AMENDMENT TO THE MARYMONT SPRINGS PUD



Black Crow Wine

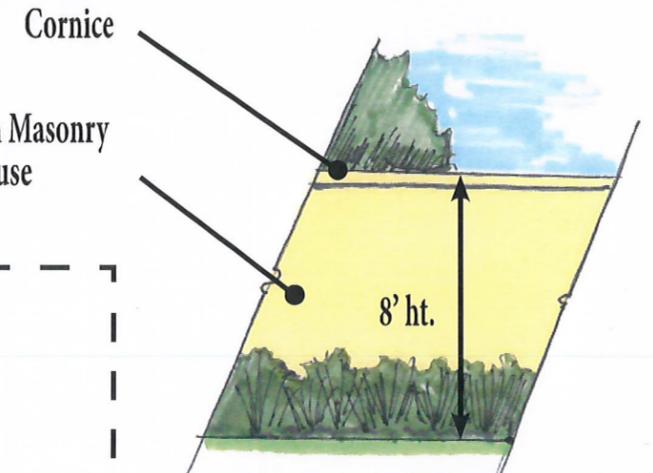
Architectural Elevation and Floor Plans

AMENDMENT TO THE MARYMONT SPRINGS PUD

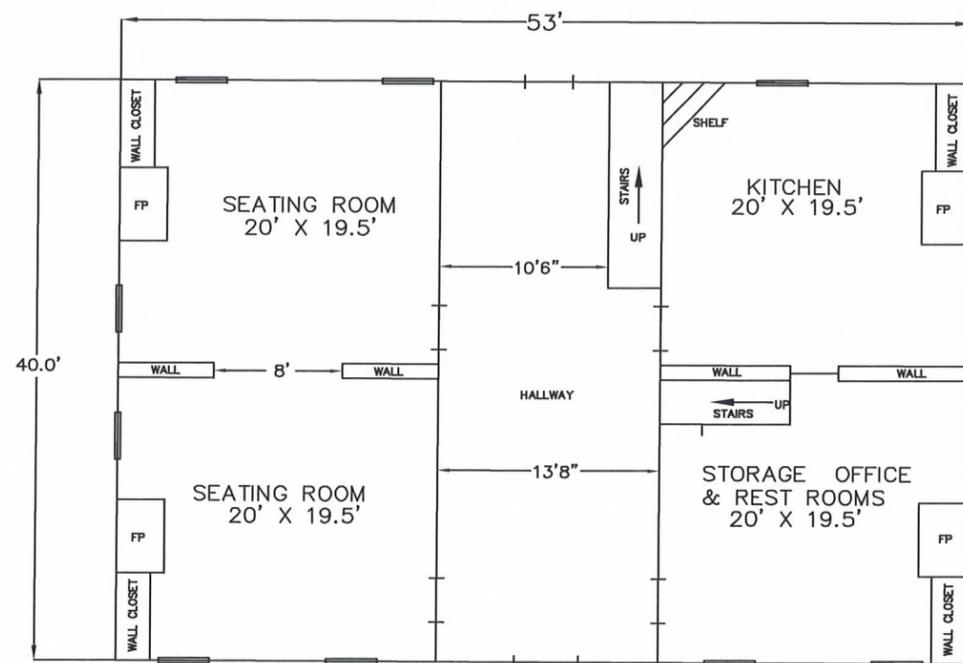
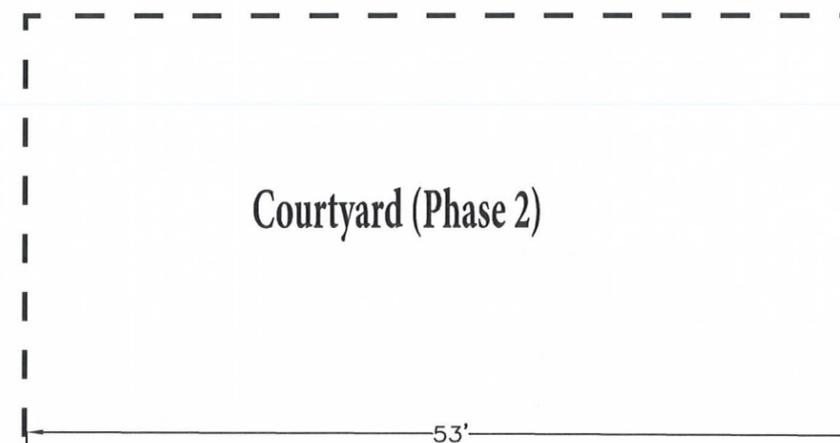


Picture of the front of the Marymont Mansion

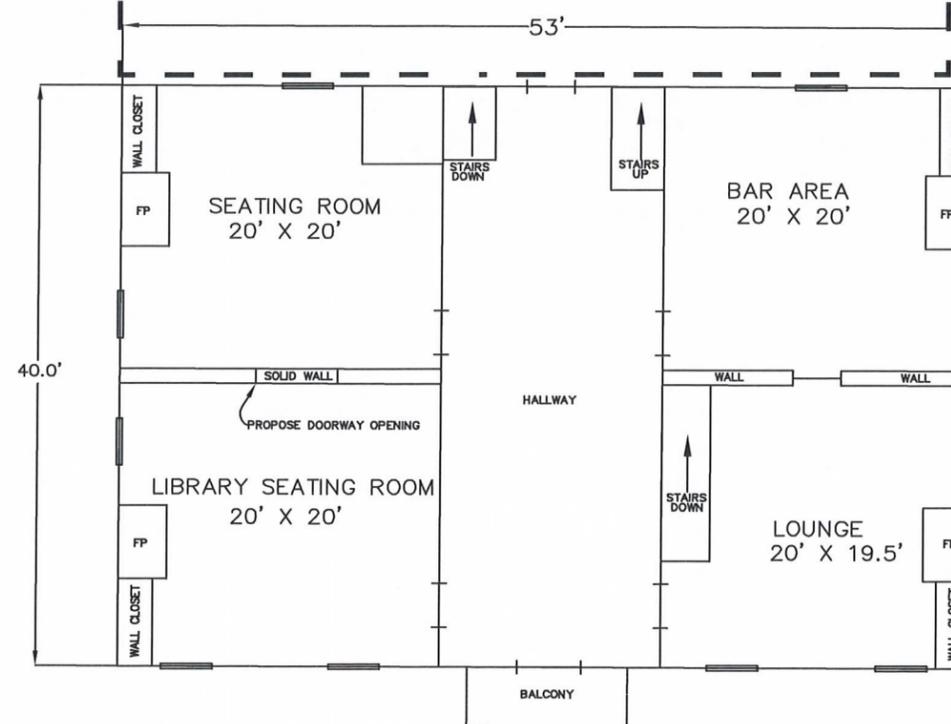
Note: The exterior of the existing structure will remain unchanged to respect the historical nature of the home. Any exterior mechanical equipment will be screened using landscaping.



Courtyard Wall Concept Sketch - Masonry walls, cornice, to match existing house, with false shutters, and a wooden door, with flowing vine growing on the wall, and a coach light.



First Floor Plan



Second Floor Plan



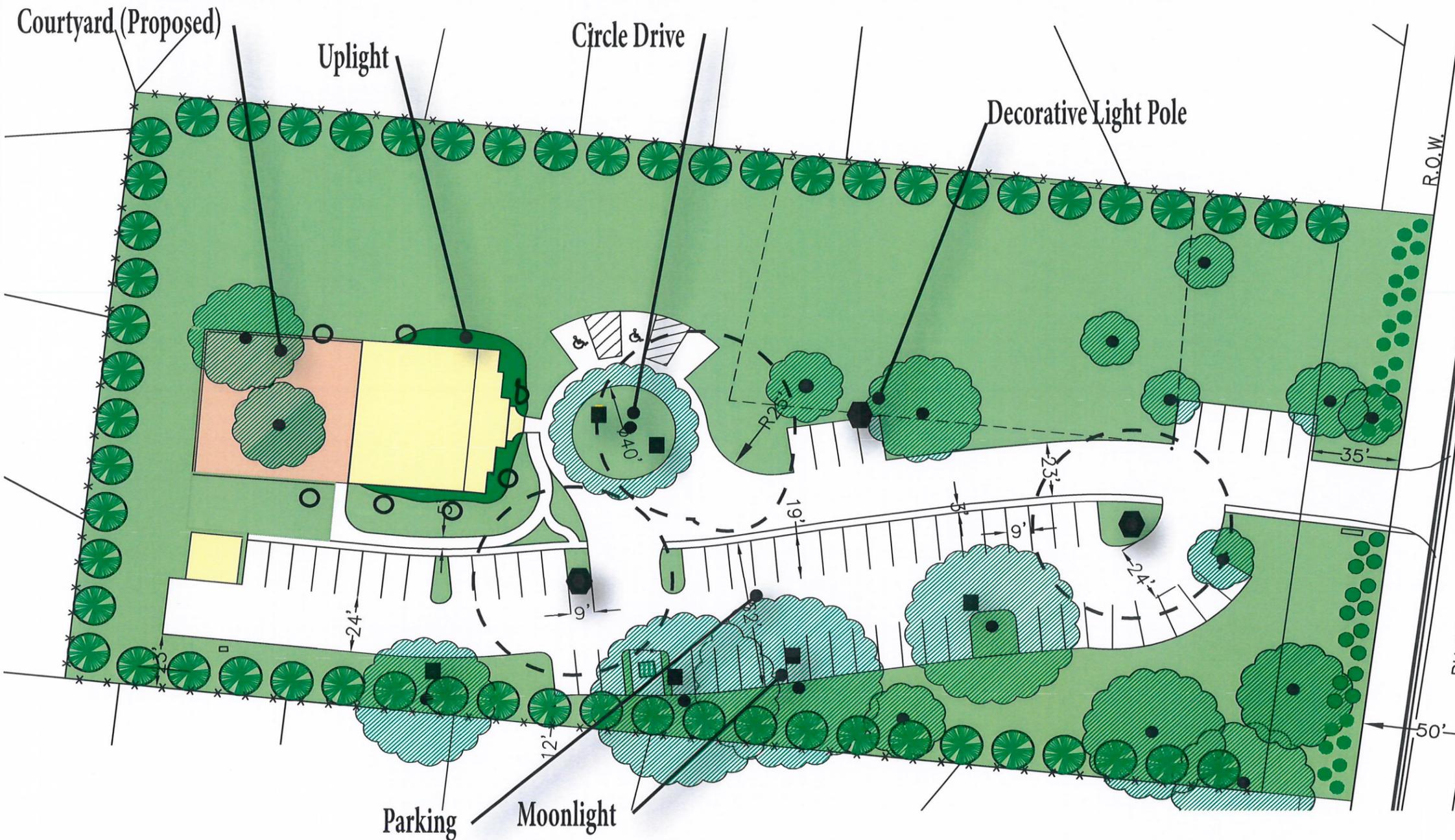
Storage Building Character - the structure is to be a wooden structure with nice details to match the character of house and painted to match.

Marymont Mansion

Black Crow Wine Bar

AMENDMENT TO THE MARYMONT SPRINGS PUD

Lighting



Moonlighting Example



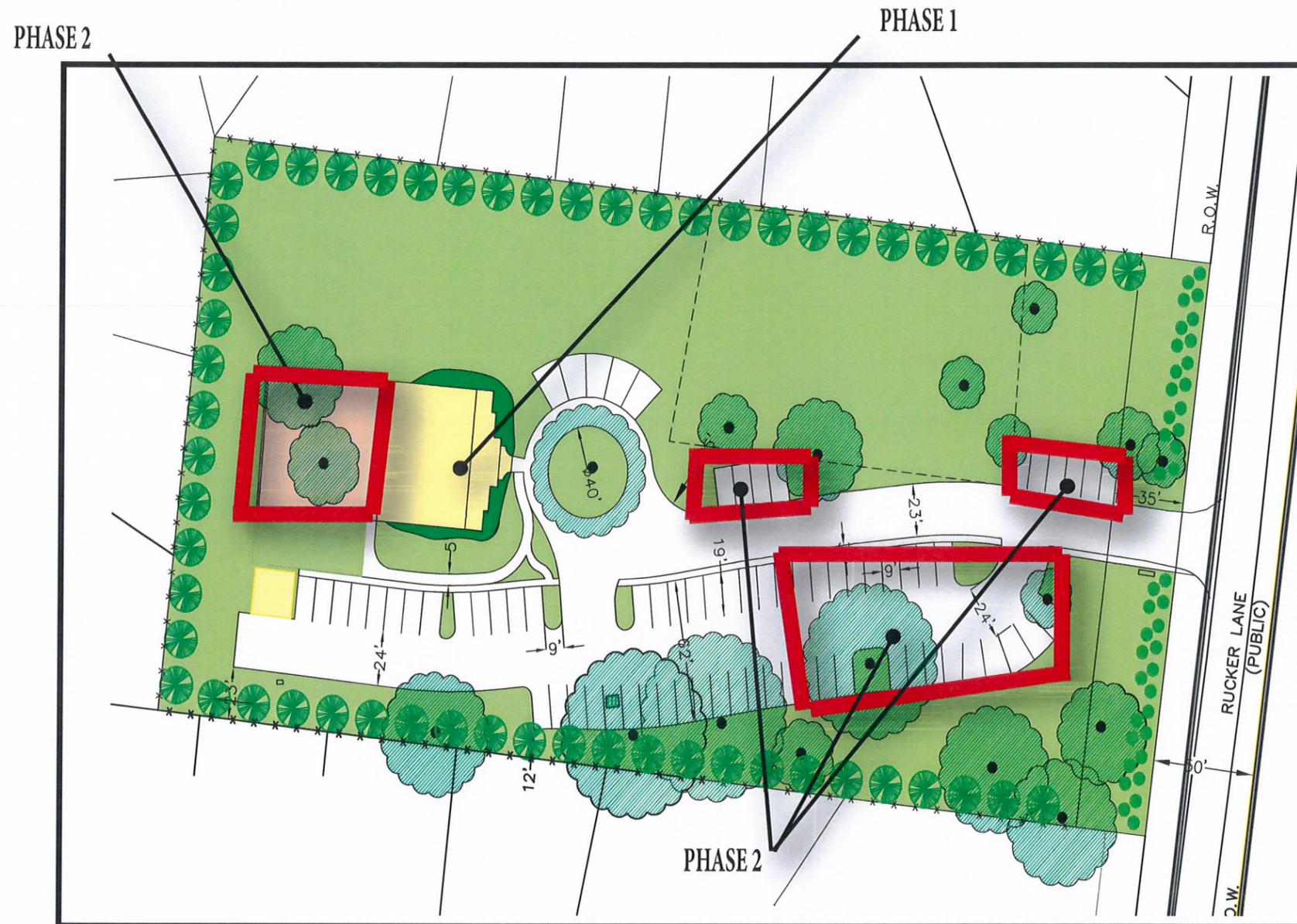
Up lighting Example

Decorative Light Pole



The Black Crow lighting will be similar an elegantly lit private estate. The driveway will have decorative period lighting as shown in the top right image. The large mature trees will be lit with a moonlighting effect to add visual interest and provide a light glow over the parking areas. The mansion will be lit with uplighting to accentuate the architectural character of the estate. No lighting will be oriented away from the house. The courtyard will be lit internally from two mature trees inside the courtyard and string lighting.

Operation Hours and Phasing Plan



Hours of Operation:

The Black Crow Wine Bar Hours:

Sunday thru Wednesday: 10am - 10pm

Thursday thru Saturday: 10am- 11pm

Courtyard Hours:

Daily: 10am - 10pm

Patron Projections: 45 - 125 people per evening

Average Stay: 45 min. to one and half hours. Patrons will come and meet with small groups of friends have some wine and leave typically within a few hours. The traffic pattern created is a dispersed pattern of arrival and departure activity.

The Black Crow will also be used as a small venue hosting the following activities: Engagement Parties, Reveal Parties, Birthday Parties, Corporate Parties, Family Reunions, Holiday Celebrations, etc. Events can draw groups of 15 people to 100 people. On such occasions the arrival and departure activity is more concentrated. To diffuse the traffic patterns and reduce traffic concerns on Rucker Lane, these events will have valet parking and thus control traffic release. Times may vary from normal operation hours but will not go past 11pm on any occasion. The carrying capacity of the building is 125 and this number will not be exceeded at any time. No amplified music will be permitted in courtyard.

Permitted Uses: (As previously approved)

Single Family Residence Event Facility - e.g. a wedding facility
 Bed and Breakfast facility Office building Restaurant
 Single-family residence with two lots created in the front and all three sharing a common driveway off Rucker Lane
 Tavern (Wine Bar)

Phase 1 will be the restoration of the mansion, construction of 39 parking spaces and the type 'B'buffer.
 Phase 2 will be the addition of a 3000 square foot courtyard with an 8' masonry wall, 30 parking spaces, and a 20'x20' storage building.

Noise Abatement & Use Restriction

Table 2

Receiving Land Use Category	Time	Sound Level Limit (dBA)	
		Pure Tones, Cyclically Varying Sounds, and Quasi-Steady Sounds	All Other Sounds
Residential or Noise Sensitive Zone	7:00 a.m. to 10:00 p.m.	50	55
	10:00 p.m. to 7:00 a.m.	43	48
Commercial Zone	7:00 a.m. to 10:00 p.m.	60	65
	10:00 p.m. to 7:00 a.m.	53	58
Industrial Zone	7:00 a.m. to 10:00 p.m.	65	70
	10:00 p.m. to 7:00 a.m.	65	70

Source: City of Murfreesboro, Chapter 21, Article V – Noise Control, Section 21-106 – Sound Level Limitations

Noise abatement is a major concern from the adjacent residents and will be addressed by keeping all activities within the courtyard and mansion. The courtyard walls will be designed to limit sound projection outside of the structure. The building interior will be getting remodeled and additional insulation will added in the process. The City of Murfreesboro’s Noise Ordinance will be strictly followed in the way the Black Crow operates. The Black Crow Wine Bar is designed to be an elegant, low key, and social gathering experience for those who wish to enjoy fine wine and great conversation. Music is considered a back drop to the elegant atmosphere. Therefore the music volumes should be conducive to conversation verses something the patrons would have to compete against.

Use Restrictions and Standards:

1. Tavern use will be for onsite consumption of wine, beer, whiskey, bourbon, and food items for a maximum of 125 persons.
2. Event use will be for parties, weddings, reunions, etc. for up 125 persons.
3. Valet parking may be provided, as needed.
4. Hours of operation are limited to Sunday through Wednesday from 10:00 am - 10:00 pm and Thursday through Saturday from 10:00am to 11:00 pm. Hours for use of the courtyard or other outdoor areas shall not occur after 10:00 pm.
5. Vehicles shall be parked in designated parking spaces only. Vehicle parking on grass area or any unpaved surface is prohibited.
6. Exterior lighting will be pedestrian scale (up-lighting), decorative, and shall not shine into residences or cause glare onto adjoining property.
7. Outdoor amplification is prohibited at all times.
8. Shall comply with the City of Murfreesboro Noise Ordinance, Municipal Code, Section 21.
9. No person is allowed to loiter, gather, congregate on the grounds between the hours of 10:00 pm to 2:00 pm Sunday through Wednesday and between the hours of 11:00 pm and 2:00 pm Thursday through Saturday.
10. Marymont Mansion structure and appearance shall be maintained in good order, preservation of historical features, and new architecture to compliment historic structure, as required by the Murfreesboro Design Guidelines for structures listed on the National Register of Historic Places.
11. Signage shall not be internally illuminated, including window signs installed outside or inside of a window, neon signs, product merchandise, etc.
12. Use and building shall operate in a manner that it will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare.
13. Site and use shall be served adequately by essential public facilities and services, including streets, parking spaces, drainage features, refuse disposal, fire protection, and water and sewer.

Planned Development Criteria

General Applicability Per Section 13 - Planned Development Regulations

1. Ownership and division of land: *The site is under contract pending rezoning, The lot is currently zoned PUD in the City of Murfreesboro.*
2. Waiver of BZA action: *No BZA actions will be required.*
3. Common open space: *The subject property is an amendment to the existing Marymont Springs PUD and is not subject to specific additional open space requirements. The courtyard addition will offer a formal open space for patrons.*
4. Accessibility to site: *The property is accessible from Rucker Lane.*
5. Off street parking . *See Sheet 7 for parking provisions.*
6. Pedestrian circulation: *No sidewalk is planned along Rucker Lane,*
7. Privacy and screening: *See Sheet 9.*
8. Zoning and subdivision modifications proposed: *A PUD amendment is being requested for the subject property to allow for a wine bar use, listed as a tavern use.*
9. Phasing: *The project shall be completed in multiple phases: see Sheet 11.*
10. Annexation: *No annexation is required for this site.*
11. Landscaping: *The Black Crow will be designed to meet all minimum landscaping requirements outlined in Section 27 of the Zoning Ordinance. This to include a Type 'B' buffer with 6' privacy fence.*
12. Major Thoroughfare Plan: *The PUD is consistent with the Major thoroughfare plan utilizing Rucker Lane. Rucker Lane projected to be a three lane divided street in the next two years.*
13. Applicant contact information: *Contact information is located on Sheet 1.*
14. Proposed Signage: *Signage will be located at the entrance along Rucker Road. The sign is not designed; however, the materials used on the sign will be consistent with those materials found on the house.*

Section 13 – Project Development Criteria Requirements

1. Identification of existing utilities: *Shown in pattern book on Sheet 3.*
- 2/3. Graphics, renderings, maps and or aerial photography showing existing conditions and natural features of the site: *Shown in pattern book Sheets 4-6.*
- 4/5. Drawing and/or diagrams identifying areas of development, proposed buildings, screening, proposed landscaping and pedestrian and vehicular circulation: *Shown in pattern book, Sheet 7 - 9.*
6. Development schedule: *Construction is projected to begin once all zoning and site planning is approved by the City. See Sheet 11 for potential phasing.*
7. Relationship of the planned development to current city polices and plans: *The proposed use is auto urban residential which is consistent with the Marymont Springs development. The Black Crow Wine Bar is a unique commercial business proposition within the currently approved PUD that will have a distinctively neighborhood feeling and will fit as a destination business for many Murfreesboro locals.*
8. Proposed deviation from zoning and subdivision ordinance:

RM-12 (Required) PUD Proposed

Front: 30'	Front: 20'
Side: 20'	Side: 15'
Rear: 25'	Rear: 25' (Includes Courtyard)

9. Site tabulation data for land area, FAR, LSR, and OSR: *NA.*
10. The nature and extent of any overlay zones as described in Section 24 and 34: *No overlays affect this development.*

Hours of Operation:

The Black Crow Wine Bar Hours:

Sunday thru Wednesday: 10 am - 10pm

Thursday thru Saturday: 10 am - 11pm

Courtyard Hours:

Daily: 10 am - 10pm

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**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice Chair
Eddie Smotherman
Warren Russell
Chase Salas
Jennifer Garland
Ronnie Martin

STAFF PRESENT

Donald Anthony, Planning Director
Matthew Blomeley, Assistant Director
Margaret Ann Green, Principal Planner
Dianna Tomlin, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Sam Huddleston, Executive Dir. Of Dev. Services
Carolyn Jaco, Recording Assistant
Adam Tucker, City Attorney

Chair Kathy Jones called the meeting to order after determining there was a quorum. The minutes of the June 5, 2019, and June 19, 2019, Planning Commission meetings were approved as submitted.

Public Hearings

Zoning application [2019-415] for 2,348 lots (approximately 920 acres), as shown on accompanying map, to be rezoned City Core Overlay (CCO), Murfreesboro Planning Department applicant. Mr. Donald Anthony began by explaining the City of Murfreesboro has been working on the expansion of the City Core Overlay district over a year. The text for the City Core Overlay district has been reviewed by the Planning Commission a few months back and it is now being reviewed by City Council. The City Core Overlay amendment text follows closely with the Historic District, the approved North Highland Avenue Study, and the Historic Bottoms Study. Between the approved studies and the Zoning Map Amendment there have been seven City Core Overlay meetings with various groups, meetings with downtown business owners, and outreach efforts to discuss the vision for the downtown area.

Continuing, Mr. Anthony explained to the public whom were attending the meeting the process for public notices being mailed out for tonight's public hearing. Information had been provided to the public on the local TV Channel 3, our City website, and an advertisement had been placed

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

Boulevard is the CF zone. Continuing, Mr. Taylor explained, due to wetlands being discovered on this property, it will be platted to preserve the wetlands.

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

Mr. Ken Halliburton made a motion to approve subject to all staff comments, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Zoning application [2019-409] for approximately 2.88 acres located at 1126 Rucker Lane to amend the Marymont Springs PUD to add “tavern” use, Jeff and Sherris Brown applicant.

Mr. Ronnie Martin announced he would be abstaining from all discussion and vote regarding this zoning application.

Ms. Marina Rush summarized the staff report, which had been made available to the Planning Commission in their agenda packet. Ms. Rush made known a neighborhood meeting had been conducted on April 9, 2019. Approximately 40 people had attended the meeting and comments had been made such as the potential for traffic increase and noise.

Mr. Clyde Rountree, Mr. Jeff Brown and Ms. Sherris Brown, were in attendance to represent the applicant. Mr. Clyde Rountree came forward to begin a power point presentation from the applicant’s pattern book. Mr. Rountree explained, this request would not be a bar, the applicants are proposing an upscale, quiet, afterhours, wine bar for relaxation.

Chair Kathy Jones opened the public hearing.

1. **Mr. Robert Frase 1931 Rolling Creek Drive** – opposes the zoning request due to traffic, light pollution, and noise beside a residential neighborhood.
2. **Ms. Sherris Brown the applicant** – came forward to make known this request is not a tavern. All private parties would be held upstairs, inside, the mansion. If approved, it would bring additional revenue to Murfreesboro and the property would remain as an historical value for the community.

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

Mr. Ken Halliburton wanted to know if there would be outdoor events with tents. Ms. Sherris Brown explained that if any events were outside, they would be very small. The courtyard area is small and is to be used for outdoor sitting. Mr. Chase Salas asked if there were an opportunity for someone to rent out the entire property for a special event. Ms. Sherris Brown answered no.

Chair Kathy Jones closed the public hearing.

Ms. Marina Rush made known in the applicant's pattern book there is not any language to address events and tents. The Planning Commission can recommend whether or not to address control of outdoor tents to the pattern book. Mr. Ken Halliburton said it would be a good idea in case there were new owners in the future. Ms. Jennifer Garland asked whether this facility could be used as an event venue. Mr. Matthew Blomeley answered that with the current zoning, it could be used as an event venue. In addition, restrictions could be placed for future events with reasonable conditions. Ms. Marina Rush made known the applicant's primary intent is to have an upscale wine bar and would be offering occasional events. Mr. Eddie Smotherman commented that the applicant has an opportunity to restore a deteriorated historical home for a use that hopefully would be successful. Or the structure could be destroyed and replaced with multifamily housing or a basketball court. Mr. Adam Tucker commented, to address the noise ordinance, this property would be subject to the same sound level restrictions that would apply from a sound emanating from one house in the residential subdivision to the adjacent residence.

Mr. Warren Russell made a motion to approve subject to all staff comments, seconded by Ms. Jennifer Garland. There was one abstention made by Mr. Ronnie Martin. The motion passed.

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ORDINANCE 19-OZ-31 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 2.88 acres in the Marymont Springs Planned Unit Development (PUD) District located at 1126 Rucker Lane; Jeff and Sherris Brown, applicant [2019-409].

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 Unit Development (PUD) District as indicated on the attached map, for the purpose of adding "tavern" as a permitted use.

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

Ordinance 19-OZ-31

PEAGEMILL-LN

PUD

City Limits

MARYWEATHER-LN

PUD

Rucker Lane

PUD

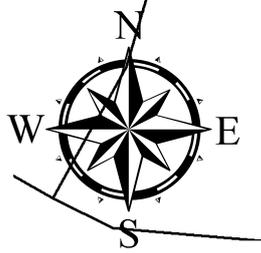
PUD Amended

ATTLEBORO DR

RYAN BOYD LN

ROGKWEATHER DR

BRANDISH LN



COUNCIL COMMUNICATION

Meeting Date: 8/22/19

Item Title: Plan of Services, Annexation, and Zoning for property located along Florence Road
[Public Hearings Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Annexation and zoning of approximately 18.2 acres and 11.01 acres, respectively, located along Florence Road.

Staff Recommendation

Conduct a public hearing and approve the Plan of Services and the requested annexation. The Planning Commission unanimously recommended approval of the annexation request and plan of services by a vote of 7-0.

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

Background Information

The Saraswat Family Trust has initiated a petition of annexation [2019-506] for approximately 18.2 acres located along Florence Road. The City developed its plan of services for this area. Additionally, Alcorn Properties, LLC presented to the City a zoning application [2019-420] for approximately 11.01 acres located along Florence Road to be zoned PRD (Planned Residential District) simultaneous with annexation. During its regular meeting on July 10, 2019, the Planning Commission conducted public hearings on these 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 19-R-PS-27
2. Resolution-19-R-A-27
3. Ordinance 19-OZ-27
4. Maps of the area
5. Planning Commission staff comments from 7/10/19 meeting
6. Planning Commission minutes from 7/10/19 meeting (in draft form)
7. Plan of services
8. PRD pattern book (Shelton Crossing PRD)
9. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 10, 2019**

4.e. Annexation Petition and Plan of Services [2019-506] for approximately 11 acres located along Florence Road, Saraswat Family Trust applicants. (project planner- Margaret Ann Green).

The subject property is located along the west side of Florence Road, just south and east of the Shelton Square residential subdivision. The property consists of approximately 11 acres and includes Florence Road right-of-way. The study area is identified as follows:

- Map 078, Parcel 015.10 - 11.01 acres
- 2,300 linear feet of Florence Road right-of-way
(1,600 section *plus* 700 section of Florence Road right-of-way)

The parcel is undeveloped, agricultural land. Written petitions requesting annexation have been filed with the City by the property owners and/or their legal representatives.

Alcorn Properties LLC has filed a request to have the properties zoned PRD (Planned Residential District) simultaneous with annexation (file 2019-420). The zoning request will be the subject of the next item on the agenda item.

The subject property is located within the City's Urban Growth Boundary and is contiguous with the current City limits. Staff has provided an annexation Plan of Services and Feasibility study which outlines the services the City will provide, a timeframe for which those services are to be provided and identify impacts to City departments.

The Planning Commission will need to conduct a public hearing on the matter of the annexation petition and Plan of Services, after which it will need to discuss this matter and then formulate a recommendation for City Council.



City Limits

Property to be Annexed

Right-of-Way to be Annexed

Annexation Request for Property Along Florence Road



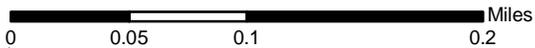
Planning Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
murfreesborotn.gov/planning



Rezoning Request Along Florence Road PRD
 Simultaneous with Annexation (Shelton Crossing PRD)



Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, TN 37130
 murfreesborotn.gov/planning



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. SARASWAT, Family Trust Satyraj S. Saraswat Trustee
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
 Signature: Satyraj S. Saraswat Status: Trustee Date: _____
1426 Georgetown Lane, Murfreesboro, TN 37129
Mailing Address (if not address of property to be annexed)

2. SONAL S. Gupta Trustee for Saraswat Family Trust
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: Sonal S. Gupta Status: Trustee Date: 5-3-19
1426 Georgetown Lane, Murfreesboro, TN 37129
Mailing Address (if not address of property to be annexed)

3. SURABHI S. MORRISSEY Trustee for Saraswat Family Trust
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: for Surabhi S. Sarand Status: Trustee Date: 5-3-19
Mailing Address (if not address of property to be annexed)

4. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: _____ Status: _____ Date: _____
Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: Yes

Power of Attorney applies and is attached: Yes No

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

The City of Murfreesboro, Tennessee has initiated an annexation study of public right-of-way as shown on the attached Exhibit, which specifically includes that section of Florence Road from the southern property line of 2001 Florence Road north approximately 1,600 linear feet ("County Right-of-Way") as well as the section of Florence Road from its intersection with Heatherwood Drive north approximately 700 linear feet ("County Right-of-Way"), such sections being portions of the prescriptive/platted right-of-way for Florence Road shown in the current Rutherford County Highway Department Road Book. The undersigned, a duly authorized official of Rutherford County, Tennessee, hereby certifies that, at a public meeting held on June 24, 2019 and in furtherance of the requirements set forth in Tenn.Code Ann. § 6-51-1014, the Rutherford County Highway Commission consented to the annexation of the County Right-of-Way by the City of Murfreesboro, Tennessee.

WITNESS MY HAND this 24th day of June 2019.

Greg Brooks
Greg Brooks
Rutherford County Road Superintendent

Sworn to and subscribed before me, a notary public in and for said county and state in Murfreesboro, Tennessee on the 24th day of June.

My Commission Expires: 5/19/2020

Merry R. Hickerson
NOTARY PUBLIC



**ANNEXATION REPORT FOR PROPERTY LOCATED
WEST OF FLORENCE ROAD
INCLUDING PLAN OF SERVICES**

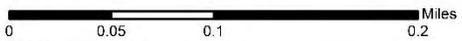
[FILE 2019-506]



PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
July 10, 2019



Annexation Request for Property Along Florence Road



Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, TN 37130
murfreesborotn.gov/planning

Document Path: X:\FILE_ROOM_FOLDERS\Annexations\2019\2019-506_Acorn_Properties\Maps\Aerial.mxd

INTRODUCTION

OVERVIEW

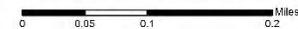
The area studied in this Plan of Services is an 11.01-acre parcel (Tax Map 78, Parcel 15.10) situated along the west side of Florence Road and I-24 and north of State Route 840. The study area adjoins the City on the north and west, while the area to the south lies within the unincorporated County. Also included in this study are two sections of Florence Road right-of-way: 1,600 linear feet plus a 700 linear feet.

The parcel is undeveloped land. A written petition requesting annexation has been filed with the City by the property owners and/or their legal representatives.

The parcel as well as the right-of-way is located within the City of Murfreesboro's Urban Growth Boundary.



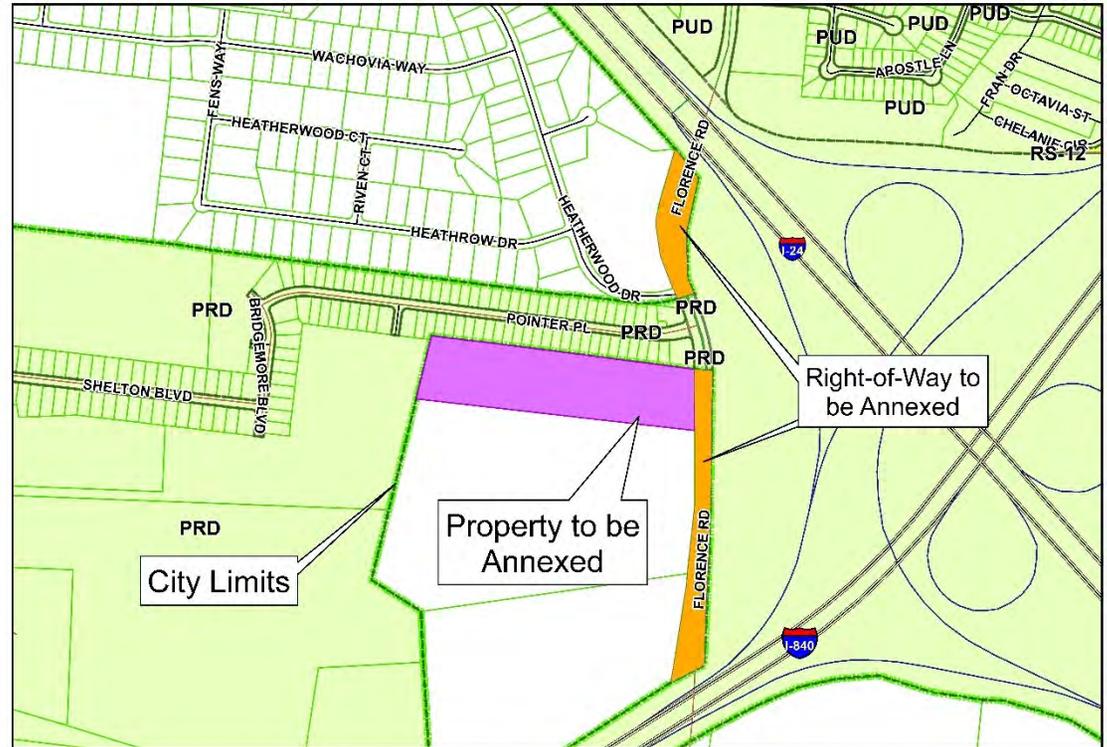
Annexation Request for Property Along Florence Road



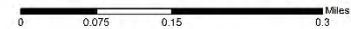
CITY ZONING

The applicant has requested PRD (Planned Residential District) zoning for 11.01 acres simultaneous with annexation. Alcorn Properties LLC has contractual interest in the property and has requested rezoning simultaneous with annexation. The proposed Shelton Crossing PRD will allow 88 single-family, attached dwelling units (townhomes).

The subject property is currently zoned RM (Residential – Medium Density) in the County.



Annexation Request for Property Along Florence Road



Planning Department
City of Murfreesboro
1 West 4th Street
Murfreesboro, TN 37132
murfreesborotn.gov/planning

PRESENT AND SURROUNDING LAND USE

The area being considered for annexation is an 11-acre parcel. The property is currently undeveloped.

The area surrounding the 11-acre parcel is characterized by residential and agricultural uses. The property to the north and west is the currently under development Shelton Square residential community. The property to the east are rights-of-way of Florence Road, I-24 and I-840 rights of way. The parcel to the south is residential.

Access to the study area will be from Florence Road and Pointer Place.



Annexation Request for Property Along Florence Road

0 0.05 0.1 0.2 Miles



Planning Department
City of Murfreesboro
1100 West End Street
Murfreesboro, TN 37132
mur@murfreedomn.gov/planning

TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2019 will be due on December 31, 2020. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor’s Office. The current tax rate for the City of Murfreesboro is \$1.2894/\$100 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected, if the property were to be annexed in its present state.

***Table I
Estimated Taxes from Site***

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
SARASWAT FAMILY TRUST ETALS TRUSTEE'S	11.01	\$182,300	\$0	\$45,575	\$587.64

These figures are for the property in its current state.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2019-2020 per capita state revenue initial estimates for the City of Murfreesboro once the development is built out. The study area is proposed to be developed with 88 single-family homes.

Table II
Per Capita State Revenue Estimates

General Fund	Per Capita Amount
State Sales Tax	\$89.00
State Beer Tax	\$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	\$2.00
Gross Receipts (TVA in-lieu taxes)	\$11.80
<i>Total General Revenue Per Capita</i>	\$103.30
State Street Aid Funds	Per Capita Amount
Gasoline and Motor Fuel Taxes	\$38.50
<i>Total Per Capita (General and State Street Aid Funds)</i>	\$141.80
Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit for proposed 213 units)	\$12,478.40

The per capita state revenue estimates apply only to new residents.

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 subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #4.

ELECTRIC SERVICE

The study area will be served by Middle Tennessee Electric Membership Corporation (MTEMC). MTEMC currently has a line crossing the parcel in question which will likely need to be relocated for development. All costs and easement requisitions will be absorbed by the developer.

STREET LIGHTING

According to MTEMC, street lighting is available along Florence road and can be installed at the request of the City of Murfreesboro. Street lighting within the proposed development must be installed by the developer.

SOLID WASTE COLLECTION

The proposed PRD plan commits the development to utilizing a private hauler via a Dumpster or compactor. The proposed street design does not accommodate City solid waste services.

RECREATION

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

CITY SCHOOLS

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area will be within the Overall Creek school zone.

STREETS AND ACCESS

The annexation study area includes two segments of Florence Road right-of-way. The first is approximately 700 linear feet and is located north of the subject property between the overpass for Interstate 24 and Heatherwood Drive. The second is approximately 1,600 linear feet and is located adjacent to the subject property and south to the overpass for Interstate 840. Both segments of Florence Road within the study area are 2-lane ditch section roadways. 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 \$3,375 with State Street Aid and General Fund as funding sources. The addition of the right-of-way will also result in \$566 of capital cost with State Street Aid and General Fund as funding sources. Any new connections to this section of Florence must be approved by the City Engineer.

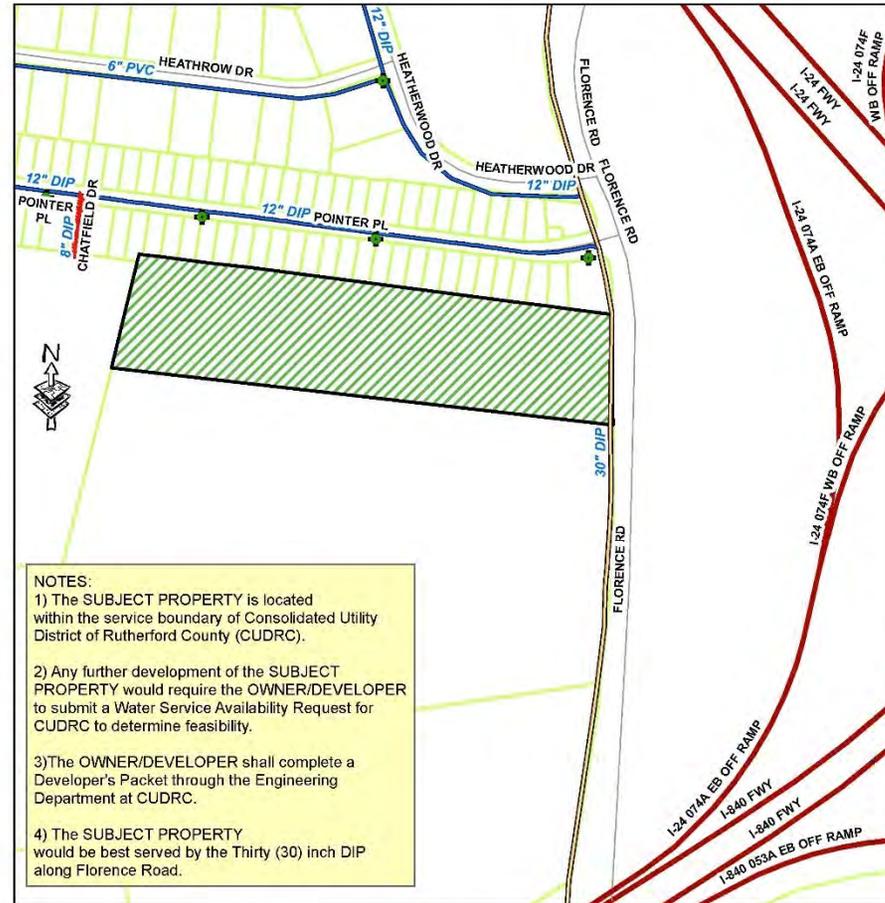
The Study Area is currently served by Florence Road as the major roadway facility. Florence Road intersects with Old Nashville Road to the north and Manson Pike to the south. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates that Florence Road to be operating at a Level of Service B in the Study Area based on average daily traffic (ADT). The 2040 Level of Service Model shows that Florence Road, Manson Pike, and Old Nashville Highway fall to undesirable levels of service of D and F without the proposed improvements recommended in the 2040 MTP.

Old Nashville Highway is the first major intersection to the north and it is operating at a Level of Service C at the intersection while Florence Road is at a Level of Service D at the intersection. Manson Pike is the first major intersection to the south. Florence Road is operating at a Level of Service B at the intersection while Manson Pike is at a Level of Service C.

Florence Road Annexation Request 078 01510

WATER SERVICE

The study area is served by a 30-inch Consolidated Utility District (CUD) water line along Florence Road. This line is adequate for providing domestic water service and for maintaining the proper fire flows for the proposed development. A Water Availability Request must be submitted to CUD for review and approval before any additional development on the property may occur. Any new water line development must be done in accordance with CUD's development policies and procedures.

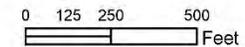


-  CUD FIRE HYDRANT
-  CUD WATER MAIN (under const.)
-  CUD WATER MAIN
-  CUD WATER MAIN
-  SUBJECT PROPERTY

JUNE 18, 2019

TAX MAP: 78
PARCEL: 15.10

1 INCH = 330 FEET

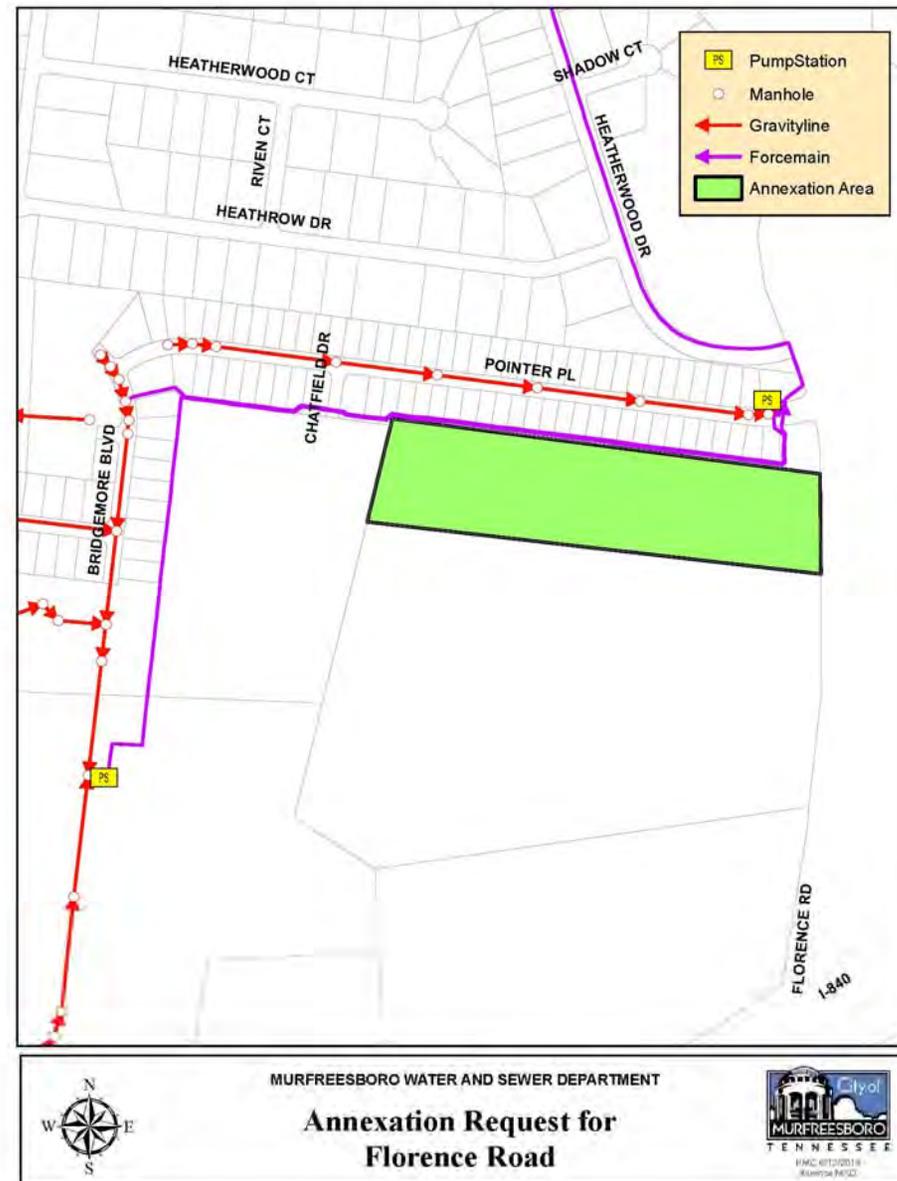


SANITARY SEWER SERVICE

Sanitary sewer is not currently available to serve the subject property, per the Murfreesboro Water Resources Department's definition of "available." Sanitary sewer is available along Pointer Place to the north however, the developer will be required to purchase sewer easement, dedicated to the City, for the extension of gravity sewer. There will also be upgrades to the existing pump station at the entrance of Shelton Square that the developer will be financially responsible for

The study area lies within the Overall Creek Sanitary Sewer Assessment District and will pay \$1,000 per single-family unit in addition to current standard sewer connection fees of \$2,550.

All sewer main improvements and easements needed to serve the subject properties are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures.

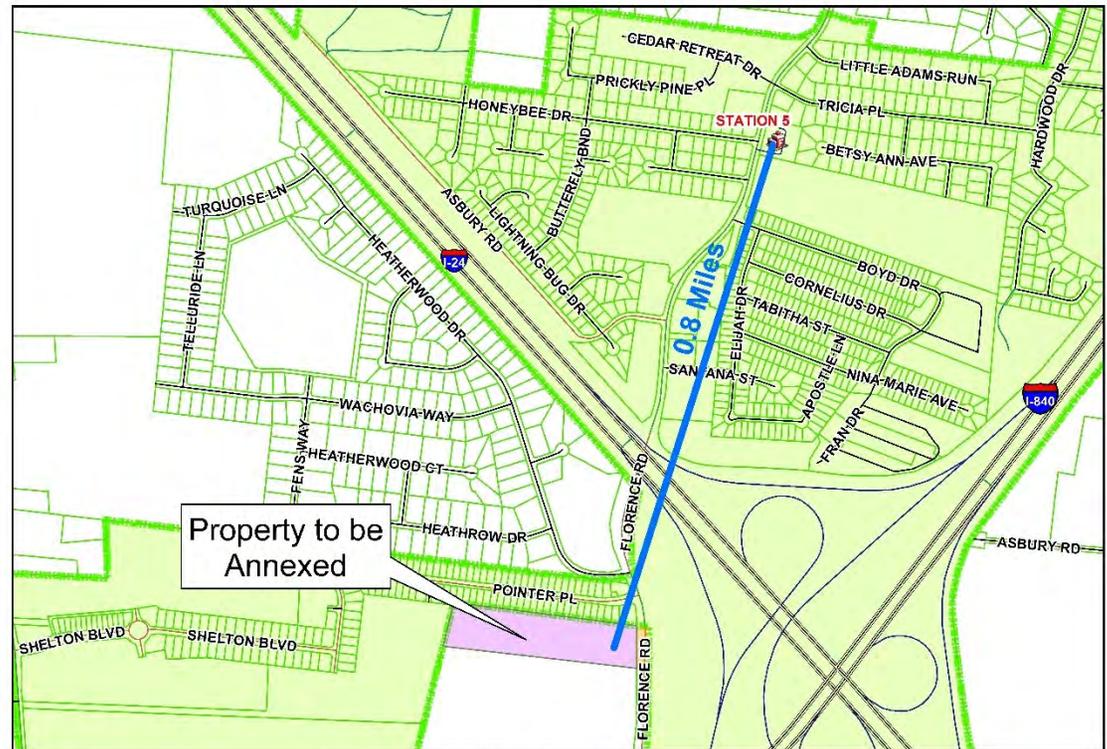


FIRE AND EMERGENCY SERVICE

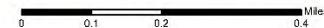
The Murfreesboro Fire and Rescue Department will begin providing fire protection and medical first responder service to the study area immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD).

Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Consolidated Utility District policies and procedures. Current guidelines recommend fire hydrants be 500 feet apart.

There is a 30-inch Consolidated Utility District water line along Florence Road that serves the subject property. The closest operating fire station to the subject property is Fire Station #5, located at 3006 Florence Road, approximately 5 miles from the study area.



Annexation Request for Property Along Florence Road



Planning Department
City of Murfreesboro
111 New Vine Street
Murfreesboro, TN 37130
murfreesboro.gov/planning

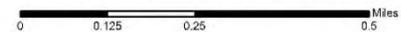
FLOODWAY

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 pink and the 100-year floodplain boundary in blue.



Annexation Request for Property Along Florence Road

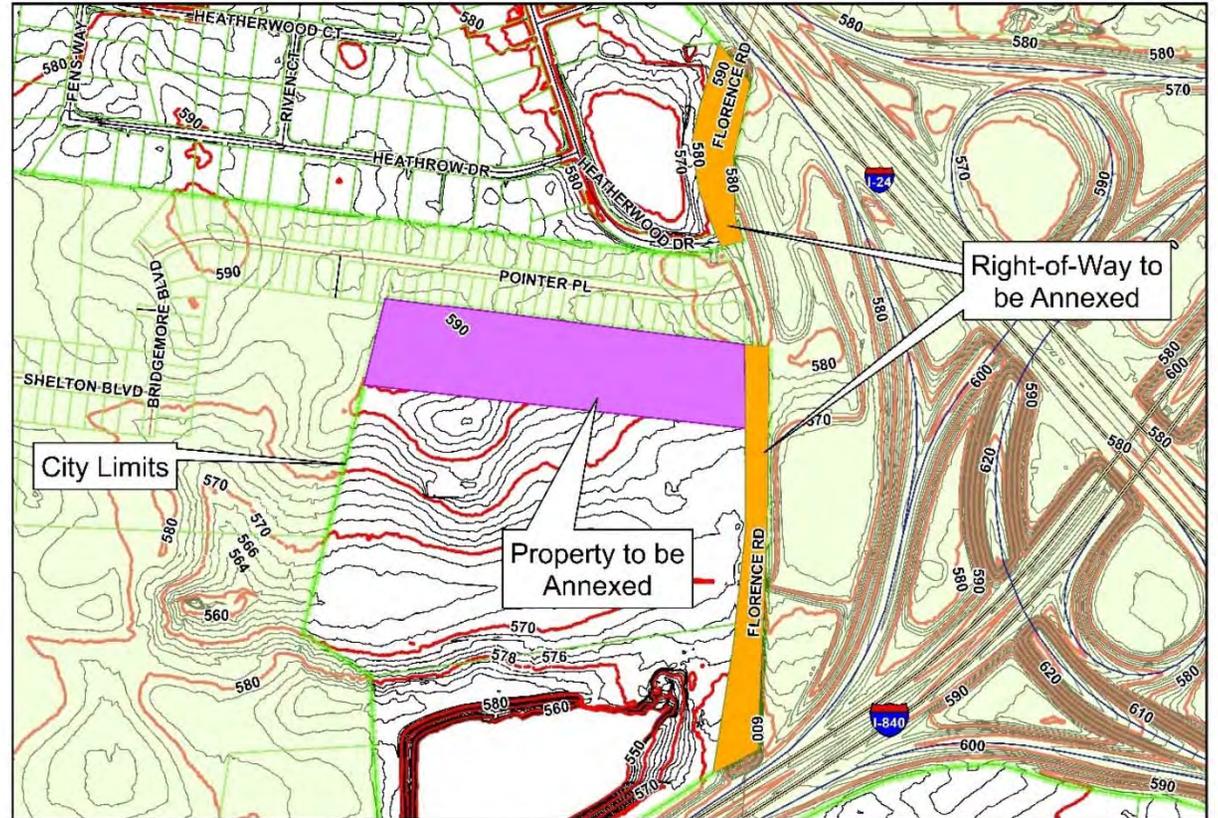


Property and Development

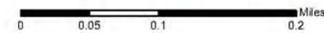
New development should comply with the City's Stormwater Quality Regulations by providing stormwater quality and detention.

Improvements to Florence Road should be included for right and left turn lanes into the development.

The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



Annexation Request for Property Along Florence Road



Planning Department
City of Murfreesboro
111 Main Street, West
Murfreesboro, TN 37136
731.246.0000

Public Drainage System

No new public drainage facilities are included in the study area. Access to public drainage facilities are within the ROW of Florence Road and Shelton Square Subdivision. Public drainage facilities within Florence Road will become the responsibility of the City upon annexation. Routine maintenance for these facilities are included within the expected annual maintenance costs for the public roadways. State Street Aid and Stormwater Utility Fees are anticipated sources of funding for these public drainage facilities. No additional public drainage systems are in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

Regional Drainage System

A review of a topographic map shows that the approximately a third of the property drains to the northwest corner of the property to a wet weather conveyance on the neighboring property to the north. The other two thirds of the property drains at the southeast corner of the property to the right-of-way of Florence Road. No portion of this property is located in the 100 year flood plain.

STORMWATER MANAGEMENT

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area currently has no existing structures therefore will not generate any additional stormwater fees.

The Study Area has a proposed zoning of PRD and a master-planned development consisting of 88 single-family attached dwelling units. Based on this development scenario, it is anticipated that the site will generate approximately \$3,432 in additional revenue per year into the Stormwater Utility Fund upon full build out.

PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary, 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 this property will receive City services described in this plan. According to Public Chapter 1101 passed by the Tennessee Legislature, 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.

BUILDING AND CODES

The property will immediately 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. A preliminary inspection by the Codes Department indicated high grass and weeds, which must be cut to City standards if the property is annexed.

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.

DRAFT

**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice Chair
Eddie Smotherman
Warren Russell
Chase Salas
Jennifer Garland
Ronnie Martin

STAFF PRESENT

Donald Anthony, Planning Director
Matthew Blomeley, Assistant Director
Margaret Ann Green, Principal Planner
Dianna Tomlin, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Sam Huddleston, Executive Dir. Of Dev. Services
Carolyn Jaco, Recording Assistant
Adam Tucker, City Attorney

Chair Kathy Jones called the meeting to order after determining there was a quorum. The minutes of the June 5, 2019, and June 19, 2019, Planning Commission meetings were approved as submitted.

Public Hearings

Zoning application [2019-415] for 2,348 lots (approximately 920 acres), as shown on accompanying map, to be rezoned City Core Overlay (CCO), Murfreesboro Planning Department applicant. Mr. Donald Anthony began by explaining the City of Murfreesboro has been working on the expansion of the City Core Overlay district over a year. The text for the City Core Overlay district has been reviewed by the Planning Commission a few months back and it is now being reviewed by City Council. The City Core Overlay amendment text follows closely with the Historic District, the approved North Highland Avenue Study, and the Historic Bottoms Study. Between the approved studies and the Zoning Map Amendment there have been seven City Core Overlay meetings with various groups, meetings with downtown business owners, and outreach efforts to discuss the vision for the downtown area.

Continuing, Mr. Anthony explained to the public whom were attending the meeting the process for public notices being mailed out for tonight's public hearing. Information had been provided to the public on the local TV Channel 3, our City website, and an advertisement had been placed

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DRAFT

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

permitted in the comparable CF zone, it would not be permitted with their zoning application. However, the applicant would like to keep the convenience market as a permitted use. Ms. Green stated, during a due diligence process the applicant would be made aware what uses were allowed, the applicant would know and the uses would be addressed before site plan review.

Mr. Chase Salas made a motion to approve subject to all staff comments including the following:

- **The developer of the property would be required to add the buffer, fencing, egress and ingress, during the first phase of development.**
- **The developer of the property would be required to add right of way improvements for a right in/right out only along Northfield Boulevard.**
- **No left turn onto Northfield Boulevard would be permitted from this property.**
- **The developer of the property would be required to include a right turn lane along Sulphur Springs Road towards Northfield Boulevard.**
- **No gas stations permitted, no vehicle sales permitted, no vehicle lots permitted, no vehicle repairs permitted.**

The motion was seconded by Mr. Eddie Smotherman. The motion carried by unanimous vote in favor.

Annexation Petition and Plan of Services [2019-506] for approximately 11 acres located along Florence Road, Saraswat Family Trust applicants. Ms. Margaret Ann Green summarized the staff report, which had been made available to the Planning Commission in their agenda packet.

Chair Kathy Jones opened the public hearing.

Ms. Gloria Shelton 2001 Florence Road – opposes the annexation request because the information provided for this property had been misleading. She suggested this proposal includes two annexation requests for the property and for additional annexation of the right of way along Florence Road.

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DRAFT

**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

Chair Kathy Jones closed the public hearing.

Ms. Margaret Ann Green made known she had spoken with Ms. Shelton before the meeting. She explained during their conversation there was no deception with this annexation request. All the information had been provided in the staff report and the legal notices. Mr. Smotherman stated, the reason for annexing the right of way for the roadway is to meet all City standards. In addition, it makes known who has jurisdiction of the area and who would maintain the road.

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

Zoning application [2019-420] for approximately 11 acres located along Florence Road and Pointer Place to be zoned PRD (Shelton Crossing PRD) simultaneous with annexation, Alcorn Properties LLC applicant. Chair Kathy Jones announced she would be abstaining from all discussion and vote regarding this application.

Ms. Margaret Ann Green summarized the staff report, which had been made available to the Planning Commission in their agenda packet. Ms. Green made known the applicant has asked for a specific exception not to include landscaping at the retention/detention pond area that would be fronting Florence Road.

Mr. Matt Taylor and Mr. David Alcorn were in attendance for the meeting. Mr. Matt Taylor came forward to begin a power point presentation from the applicant's program book. Ms. Jennifer Garland requested for more information regarding the setback requests. Mr. Matt Taylor explained the setbacks would pull the units close to the streets which is enforcing and adding setbacks on themselves.

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

DRAFT

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 10, 2019**

4.f. Zoning application [2019-420] for approximately 11 acres located along Florence Road and Pointer Place to be zoned PRD (Shelton Crossing PRD) simultaneous with annexation, Alcorn Properties LLC applicant. (project planner- Margaret Ann Green)

The subject property is located along the west side of Florence Road, just south and east of the Shelton Square residential subdivision. The property consists of approximately 11.01 acres and includes one property identified on Tax Map 078 as parcel 015.10.

The subject property is located within unincorporated area of Rutherford County and is zoned RM (Medium Density Residential). The properties to the north and west are a developing city, single-family residential subdivision. The interchange for I-24 and SR-840 is located across the subject property on the opposite side of Florence Road.

The owners of the property have petitioned the City to annex the unincorporated property. The applicant for the zoning change is Alcorn Properties LLC and has requested the properties be zoned PRD (Planned Residential District) simultaneous with annexation.

Shelton Crossing PRD:

The proposed PRD is to create an 88-lot single-family, attached development on 11.01 acres (7.99 d.u./a). The proposed townhomes will have a horizontal property regime form of ownership and the proposed structures are a minimum of 1,400 ft² heated area. Each unit is required a minimum one-car garage, two-bedrooms and room for two off-street parking spaces. The streets located within the development are private that incorporate a connection to Pointer Place (public right-of-way) to the north, a stub connection to the south, and primary access to Florence Road. The PRD proposes to utilize private solid waste collection via a compactor. The plan proposes to utilize a pet park, playground and open lawn play area to serve as formalized open space.

Exceptions

The PRD program book requests exceptions to the minimum building setback lines as noted below:

	Shelton Crossing PRD	RS-A-Type 2
Front setback	35	25
Side setback	5	10
Rear Setback	20	20

Planning Staff expressed concern to the Planning Commission regarding the requested exception to allow less screening of the detention area than is permitted elsewhere. The applicant’s representative requests this exception to reduce the development costs of this element that is considered an “attractive nuisances”.

Future Land Use Map



Future Land Use Map

LAND USES

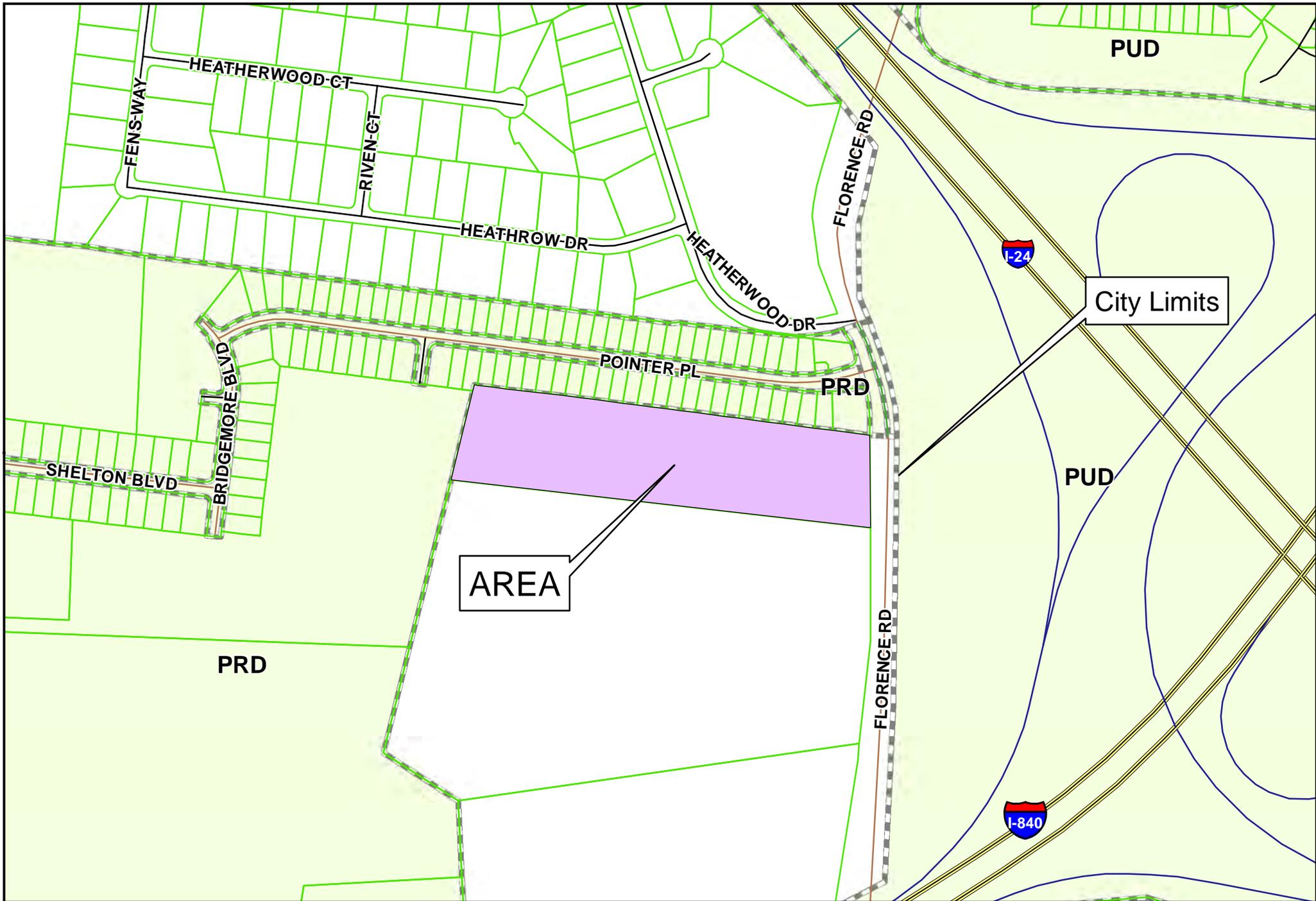
Proposed Land Uses

- Undeveloped
- Parks
- Suburban Estate
- Suburban Residential
- Auto Urban Residential
- Multi Family Residential
- General Commercial
- Neighborhood Commercial
- Urban Commercial / Mixed Use
- Central Business District
- Business Park
- Light Industrial
- Heavy Industrial
- Public / Institutional

The Murfreesboro 2035 Future Land Use Map indicates that Auto Urban Residential (AUR) uses are the most appropriate land use for the subject property. The proposed zoning appears to be consistent with the *Future Land Use Map* and with the density proposed in the AUR.

This designation pertains to current and future residential development and includes detached residential dwellings; attached housing types (subject to compatibility and open space standards, e.g., duplexes, triplexes, townhomes, patio homes); planned developments (with a potential mix of housing types and varying densities, subject to compatibility and open space standards), etc. The density proposed within this area is 3.54 to 8.64 dwelling units per acre.

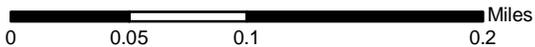
The Planning Commission will need to conduct a public hearing on the matter of the Planned Residential District zone request, after which it will need to discuss this matter and then formulate a recommendation for City Council.



Rezoning Request Along Florence Road PRD
 Simultaneous with Annexation (Shelton Crossing PRD)



Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, TN 37130
murfreesborotn.gov/planning

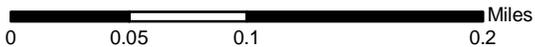


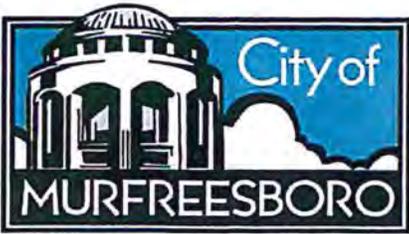


Rezoning Request Along Florence Road PRD
 Simultaneous with Annexation (Shelton Crossing PRD)



Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, TN 37130
 murfreesborotn.gov/planning





T E N N E S S E E

Creating a better quality of life

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

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: Alcorn Properties, LLC c/o Kevin Atwood

Address: 4613 Veterans Pkwy City/State/Zip: Murfreesboro, TN 37128

Phone: 615-803-6234 E-mail address: Kevin.Atwood@slhntn.com

PROPERTY OWNER: Saraswat Family Trust

Street Address or property description: West of Florence Rd

and/or Tax map #: 78 Group: Parcel (s): 15.10

Existing zoning classification: RM (COUNTY)

Proposed zoning classification: PRD Acreage: 11.01

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

E-mail: MTAYLOR@SEC-CIVIL.COM

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

DATE: 5-15-19

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

Date received: MPC YR.: 2019-506 MPC #: 2019-420

Amount paid: \$1450.00 Receipt #: 293623



SHELTON CROSSING

REQUEST FOR ANNEXATION AND REZONING TO PLANNED RESIDENTIAL DISTRICT
Murfreesboro, Tennessee

Initial Submittal
May 16, 2019

Re-submittal #1
June 12, 2019 for the June 19, 2019
Planning Commission Workshop

Re-submittal #2
July 03, 2019 for July 10, 2019
Planning Commission Public Hearing

Re-submittal #3
August 08, 2019 for August 22, 2019
City Council Public Hearing

SEC, Inc.

SEC Project #19112

SEC, Inc.

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

850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129

Company Name: Alcorn Properties, LLC
Profession: Developer
Attn: Kevin Atwood
Phone: (615) 803-6234
Email: kevin.atwood@slhtn.com
Web: <http://slhtn.com/>

4613 Veterans Parkway
Murfreesboro, Tennessee 37128

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2040 MAJOR THOROUGHFARE PLAN..... 05

ADJACENT SUBDIVISION MAP..... 06

ZONING MAP AND 2035 FUTURE LAND USE PLAN..... 07

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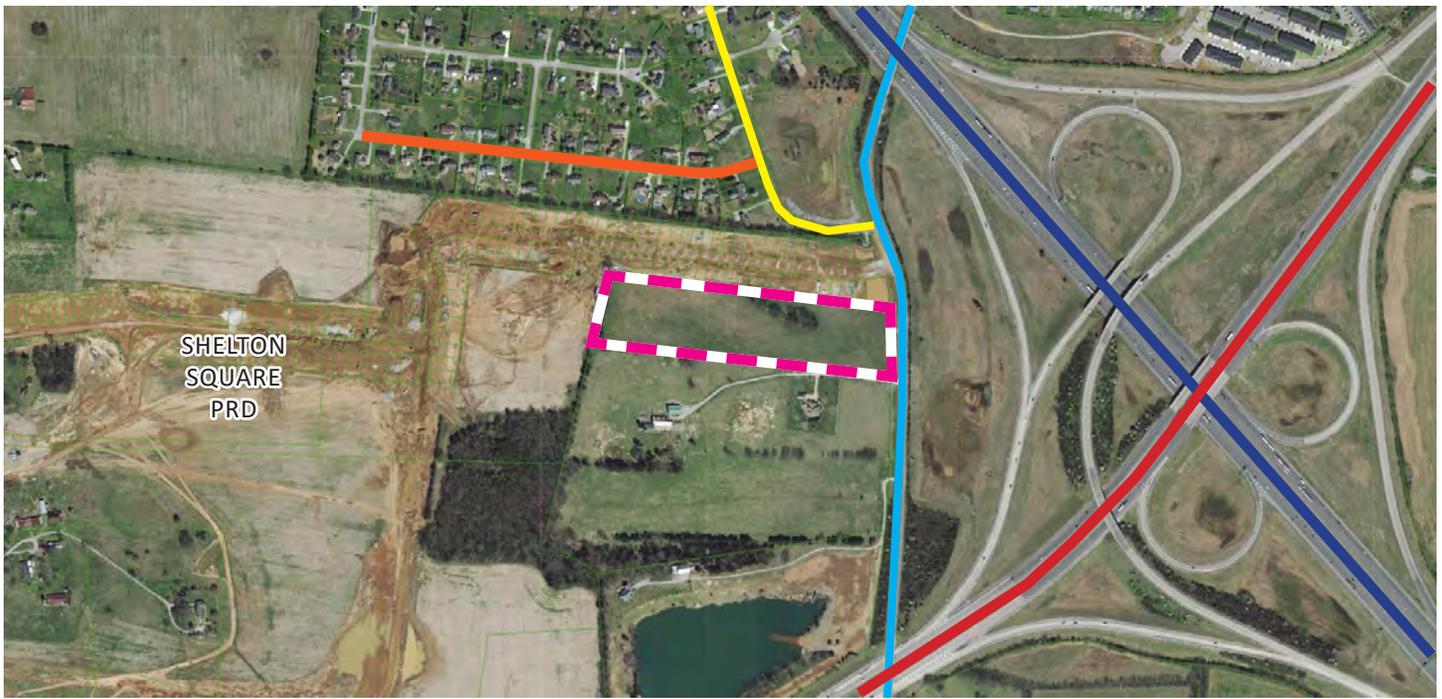
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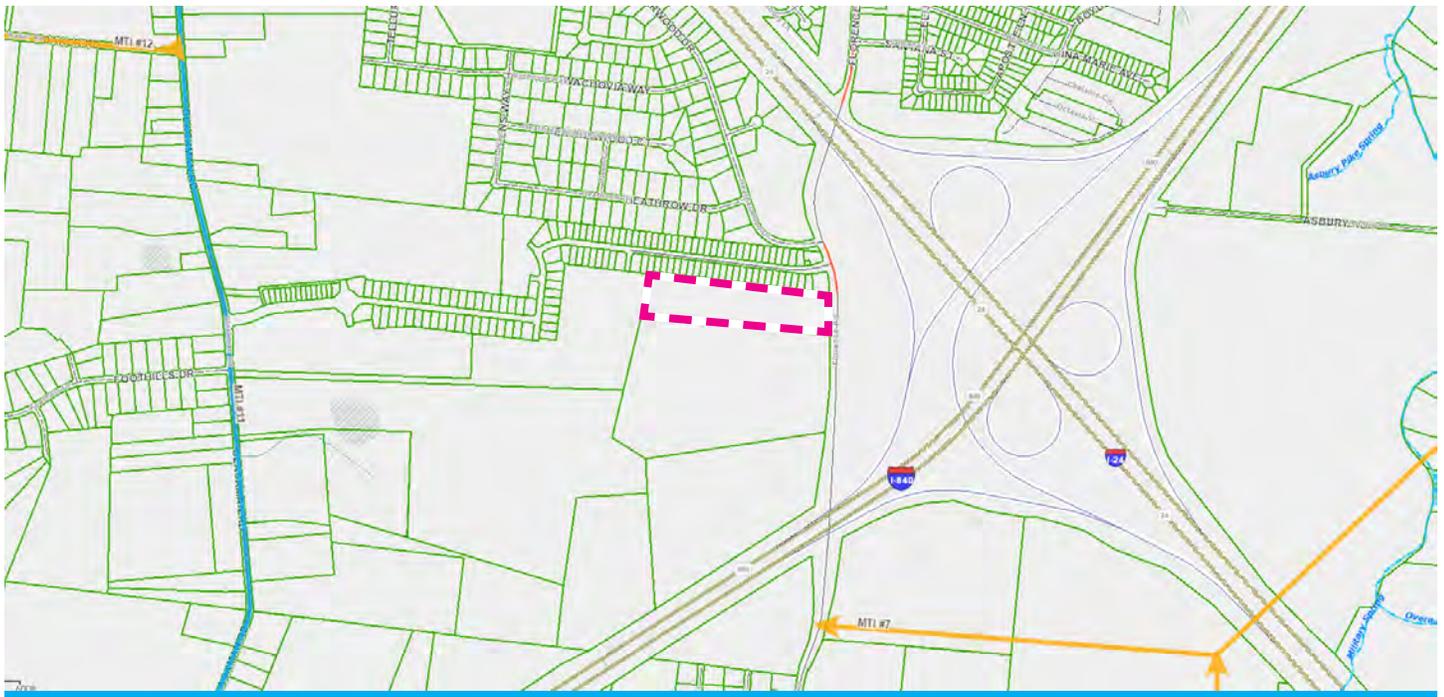
AERIAL PHOTOGRAPH

Not To Scale 

	Florence Road		Interstate-24	
	Heatherwood Drive		Heathrow Drive	
	Interstate-840			

Alcorn Properties, LLC respectfully requests annexation and rezoning of the Saraswat Property located on Florence Road from Medium Density Residential (RM) zoning in Rutherford County, to Planned Residential Development (PRD) in the City of Murfreesboro to create Shelton Crossing. The property is located along the western side of Florence Road, in between Interstate 24 and Interstate 840. The development is located directly to the south of the Shelton Square development. The site is identified as Parcel 15.10 of Tax Map 78, and is approximately 11.01 acres.

The request for rezoning to PRD is to create a new planned residential development to be named Shelton Crossing. The development will consist of 88 single-family attached townhomes on 11.01 acres, for a density of 7.99 dwelling units per acre. The units will be sold under a horizontal property regime. The proposed townhomes will range in size from 1,400 sf. to 1,700+ sf. The townhome buildings will be a mixture of 4, 5, and 6 units per building. Each townhome unit will have a minimum of 2 bedrooms, and a minimum one car front entry garage with decorative garage doors. The garages will be restricted for vehicular parking only through the developments restrictive covenants. Two additional surface parking spaces will be provided in front of each unit. The townhome elevations will be constructed of a mixture of masonry materials to add quality and character to the community. Foundation plantings will be placed along the front of each townhome building, with sodded front yards. All vehicular drives will be private, and will have sidewalks along them to provide pedestrian connectivity through the development. This site and common areas which include; building exteriors, driveways, sidewalks, private roadways, guest parking areas, landscaping, open spaces elements, mail kiosk, stormwater facilities, will be owned and maintained by the H.O.A.



2040 MAJOR THOROUGHFARE PLAN

Not To Scale 

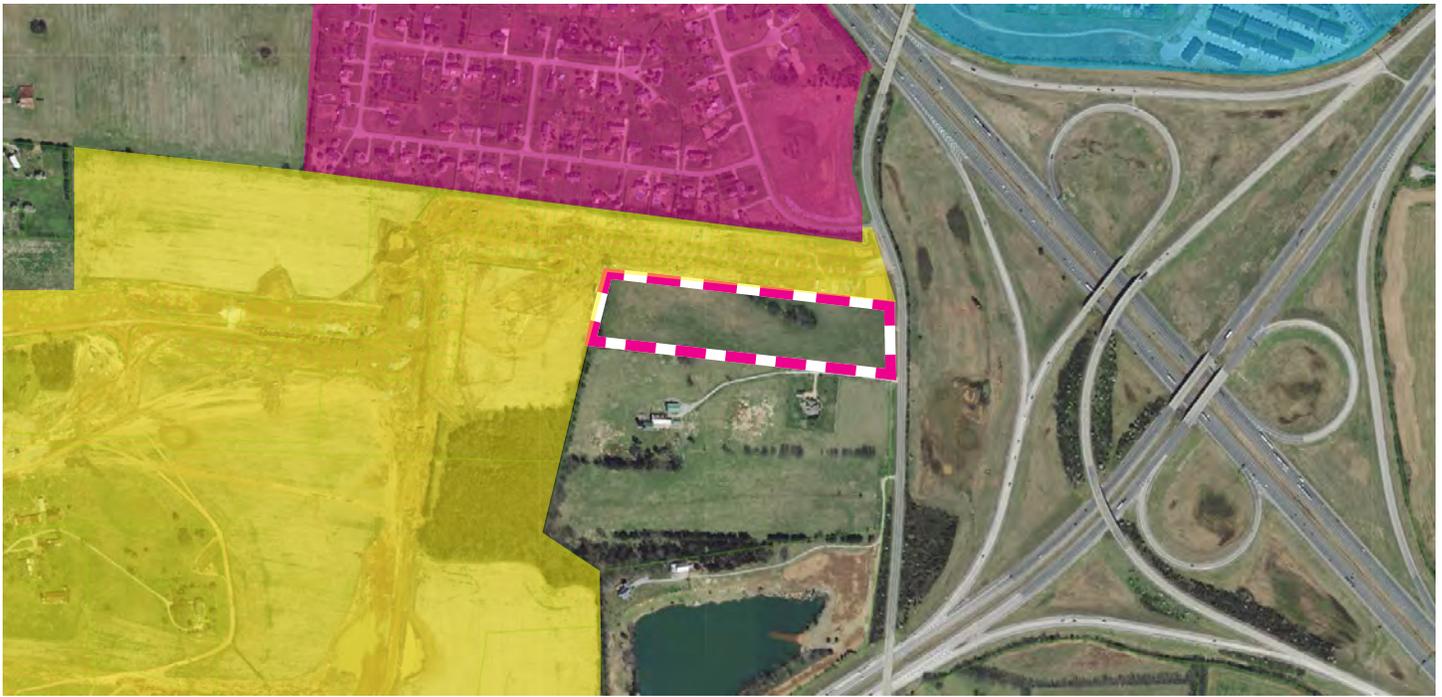
- 2- LANE BRIDGE IMPROVEMENT — 7- LANE ROAD IMPROVEMENT
- 3- LANE ROAD IMPROVEMENT — 8- LANE ROAD IMPROVEMENT
- 4- LANE ROAD IMPROVEMENT — 3- LANE ROAD COMMITTED
- 5- LANE ROAD IMPROVEMENT — 4- LANE ROAD COMMITTED
- 6- LANE ROAD IMPROVEMENT — 5- LANE ROAD COMMITTED



The property has/will have access to the existing public rights-of-way off of Florence Road and Pointer Place. Florence Road is currently a two lane roadway, with paved shoulders and ditch drainage. According to the City of Murfreesboro’s 2040 Major Thoroughfare Plan, Florence Road is not slated for any roadway improvements.

Shelton Crossing will also have a proposed connection to Pointer Place in the Shelton Square development. Pointer Place is a Residential Sub Collector street that provides access to Florence Road and Blackman Road. A proposed private access drive to Pointer Place, will provide vehicular and pedestrian connectivity between these two developments, while allowing residents of this proposed development, access to Blackman Road through Shelton Square.

Shelton Crossing is also providing a future stubout to the residential property located to the south of this development. This will allow for interconnectivity should the adjacent property to the south ever be developed.



ADJACENT SUBDIVISION MAP

Not To Scale 

-  Florance Village
-  Heatherwood
-  Shelton Square

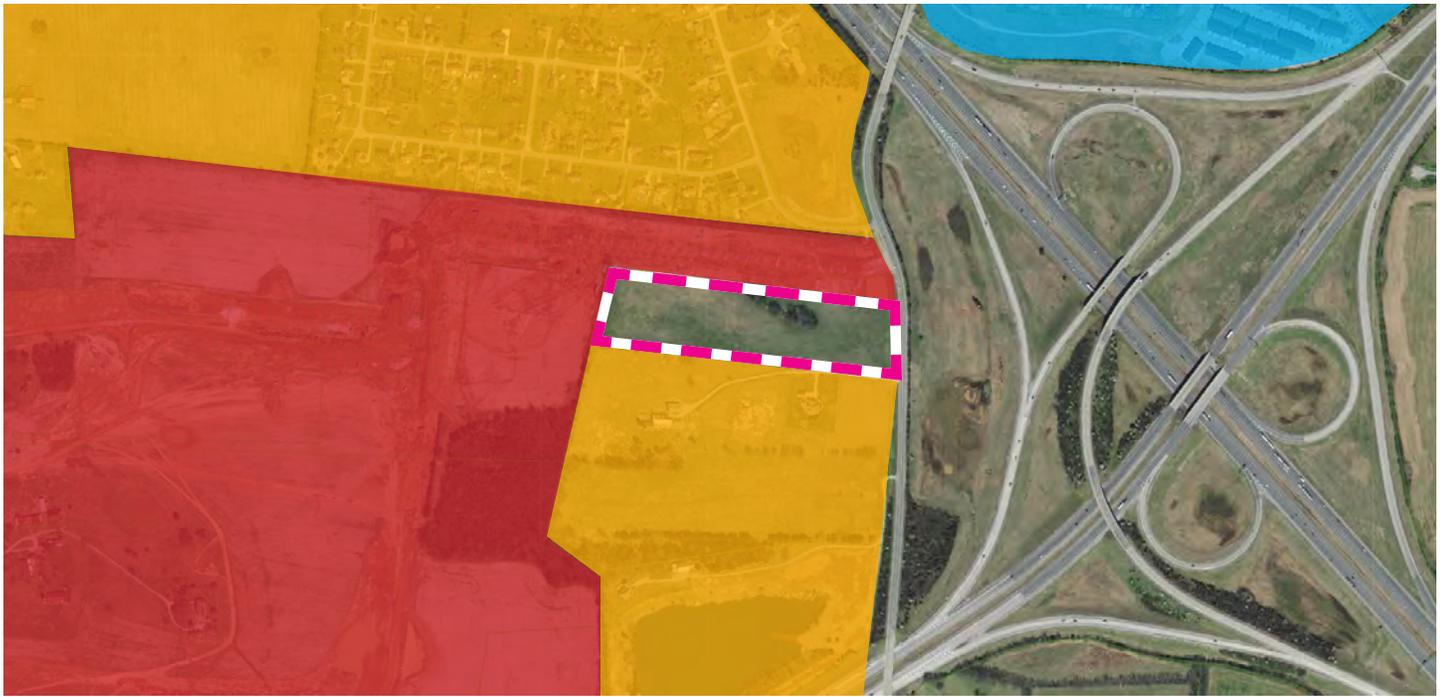


Site Boundary

Shelton Crossing is surrounded by a mixture of residential subdivisions, and large tract residential properties. Shelton Square PRD is located along the northern and western sides of the development. Shelton Square subdivision is mixture of single-family detached homes, ranging from cottages to large lot homes. The homes will be a mixture of front and side entry garages, with just a handful of alley loaded cottages. This proposed development will be connected to Shelton Square via a private drive to provide routes for pedestrian and vehicular access, as well as utilities.

Directly to the south are two large tract single-family properties over 25 acres in size, that are zoned Medium Density Residential (RM) in Rutherford County. The first tract that is adjacent to the proposed development has a large house, a extra car garage, and grouping of barns on the property. Shelton Crossing has provided a street stub to the southern property, to provide access to this property if it should ever develop in the future.

The remainder of the surrounding properties to the east of the development is primarily associated with the Rights-of-Way for the interchange of Interstates 24 and 840.



ZONING MAP

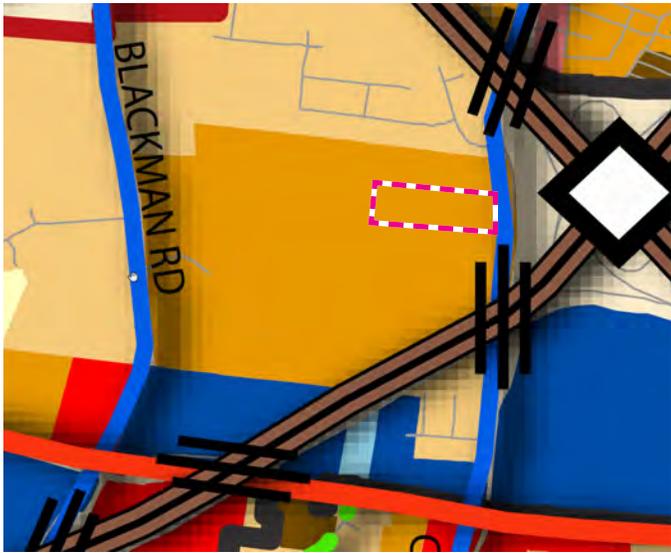
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- RM Medium Density Residential (Rutherford County)
- PRD Planned Residential Development (Murfreesboro)
- PUD Planned Unit Development (Murfreesboro)



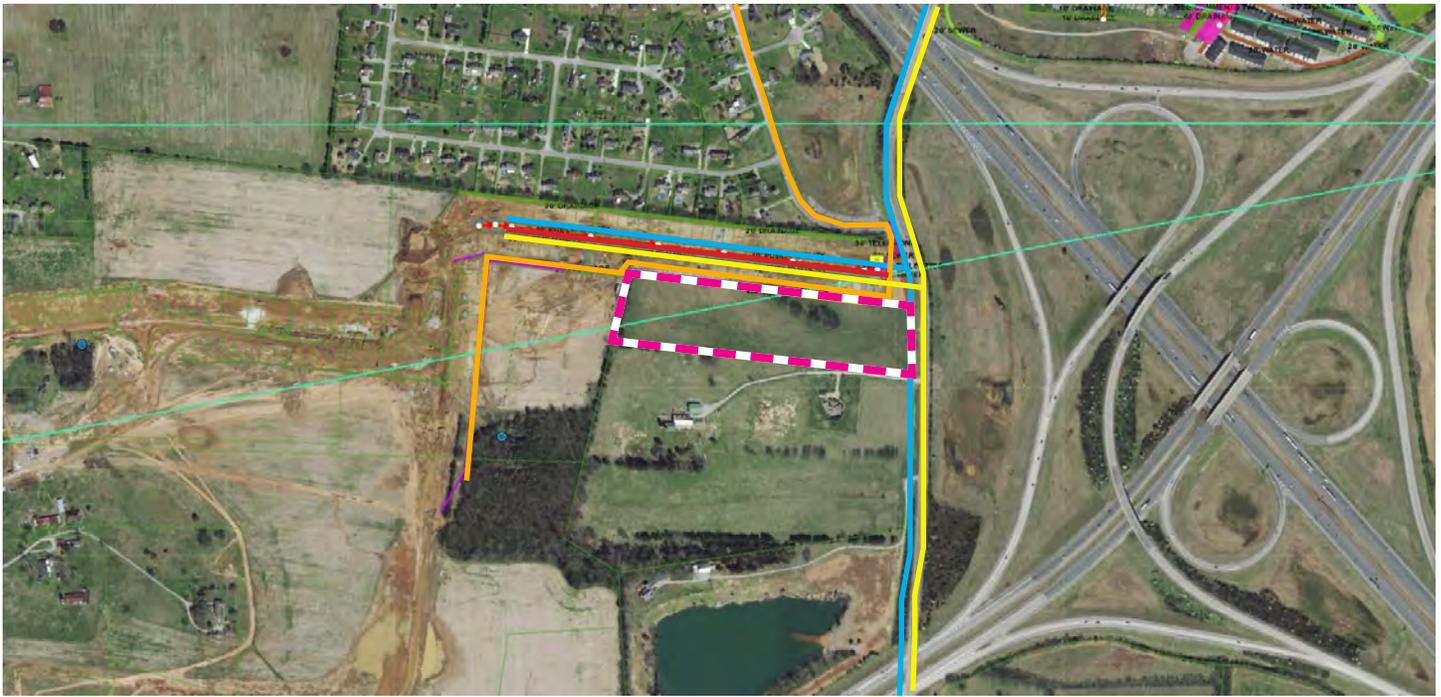
Site Boundary

The adjacent properties consists of a mixture of zoning types that are located within the City of Murfreesboro and Rutherford County. Shelton Square is zoned Planned Residential District (PRD) within the City of Murfreesboro. Shelton Square PRD allows for variety of residential housing types, which creates a diverse neighborhood. The two large tracts to the south of the site are zoned Medium Density Residential (RM) in Rutherford County. Both lots could be developed to allow for a residential subdivision with single-family detached lots not less than 15,000 sf. in size. The Heatherwood Subdivision to the north of Shelton Square is also zoned RM in Rutherford County. It is a neighborhood with single-family detached homes.



MURFREESBORO 2035 FUTURE LAND USE MAP

The current Murfreesboro 2035 Future Land Use Map indicates that this site is designated as Auto Urban Residential (AUR) Character Area. The characteristics of this area include; narrow setbacks between dwelling units, front yard is consumed by driveways, and limited landscape enhancements. Allowable uses within this character area include detached and attached residential with a density range of 3.54 to 8.64 DU/AC. The proposed plan for Shelton Crossing is consistent with the 2035 Future Land Use Plan. The project incorporates single-family attached residential dwellings, parking in front of the dwellings, landscape enhancements around the dwellings and site, and a density of 7.99 DU/AC.



UTILITY MAP

Not To Scale 

-  WATER
-  SANITARY SEWER FORCEMAIN
-  SANITARY SEWER
-  ELECTRIC



Site Boundary



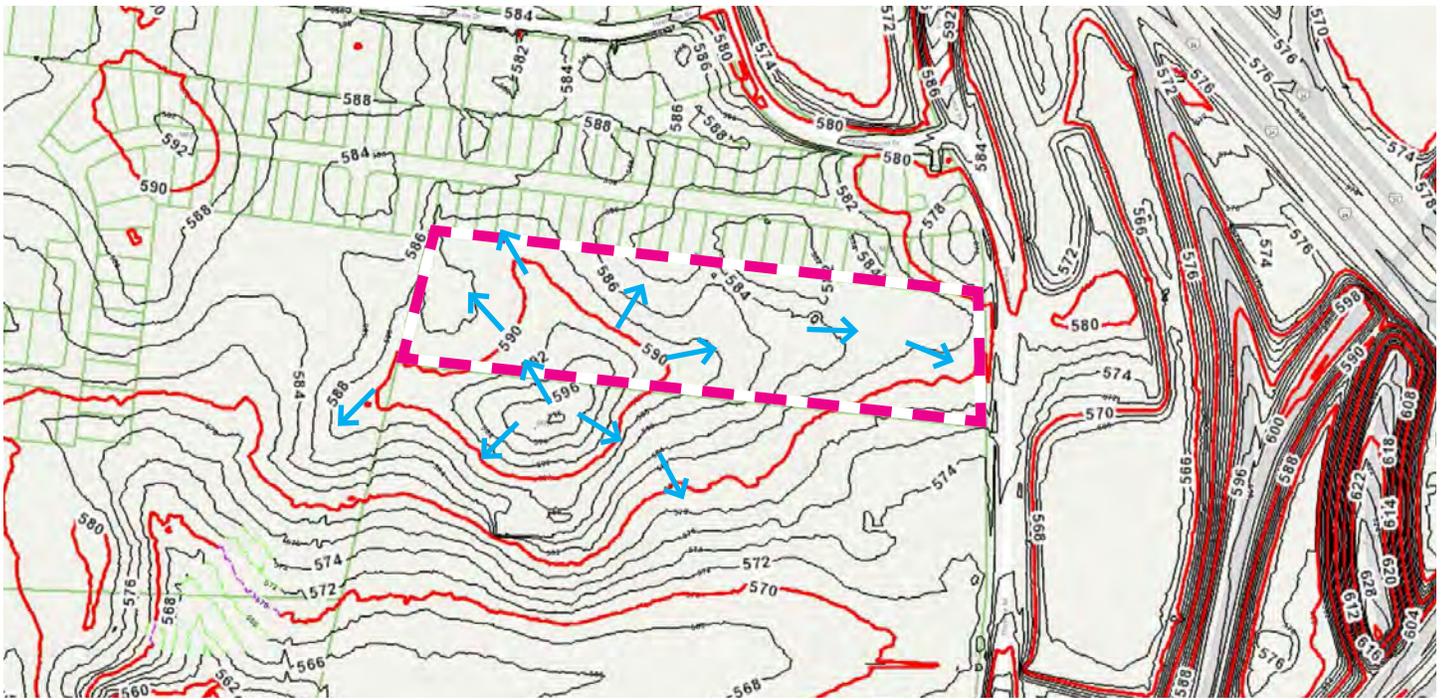
Water service will be provided by the Consolidated Utility District. There is an existing 30-inch ductile iron water line along Florence Road, and a 12-inch water line within Pointer Place for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 8-inch gravity sewer line within the R.O.W. of Pointer Place in Shelton Square. The sewer line connection will utilize the private driveway access between the two developments. The developer will be responsible for extending the sewer into this property.



Electric service will be provided by the Middle Tennessee Electric Membership Corporation. Underground electric service will be extended from overhead lines along Florence Road, and possibly from underground lines in Shelton Square. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



HYDROLOGY AND TOPOGRAPHY

Not To Scale 

 WATER FLOW DIRECTION

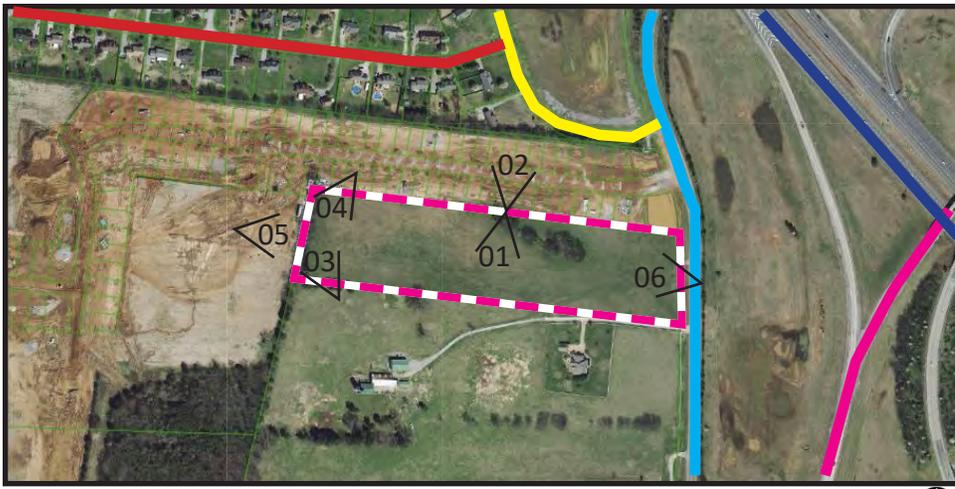
 INTERMEDIATE CONTOURS

 INDEX CONTOURS



Site Boundary

The topographic map above shows the site's topographic high point generally at the southern edge of property near the western corner of the property. From this high point, the property drains towards the north, east and west. Stormwater that drains to the north, flows towards the Shelton Square subdivision, where it is currently captured in a diversion swale behind the lots along the southern property line of Shelton Square. That stormwater is diverted to stormwater detention ponds at the Florence Road entrance of Shelton Square. Stormwater that drains to the west flows towards the undeveloped portions of the Shelton Square subdivision, where it continues to flow across the Shelton property. The surface stormwater that flows to the east is eventually captured in the drainage ditch along Florence Road.



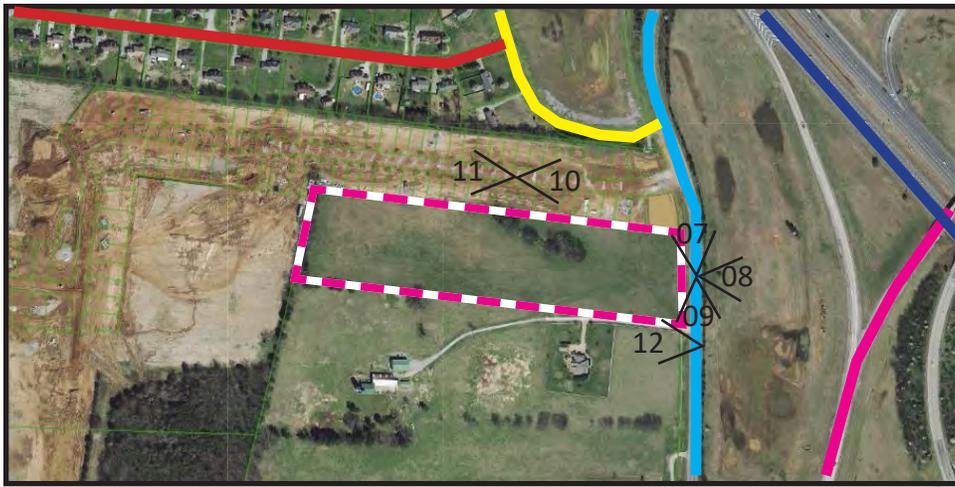
- Florance Road
- Interstate-840
- Heatherwood Drive
- Heathrow Drive
- Interstate-24

Site

PHOTO DIRECTION MAP

Not To Scale





- Florance Road
- Interstate-840
- Heatherwood Drive
- Heathrow Drive
- Interstate-24

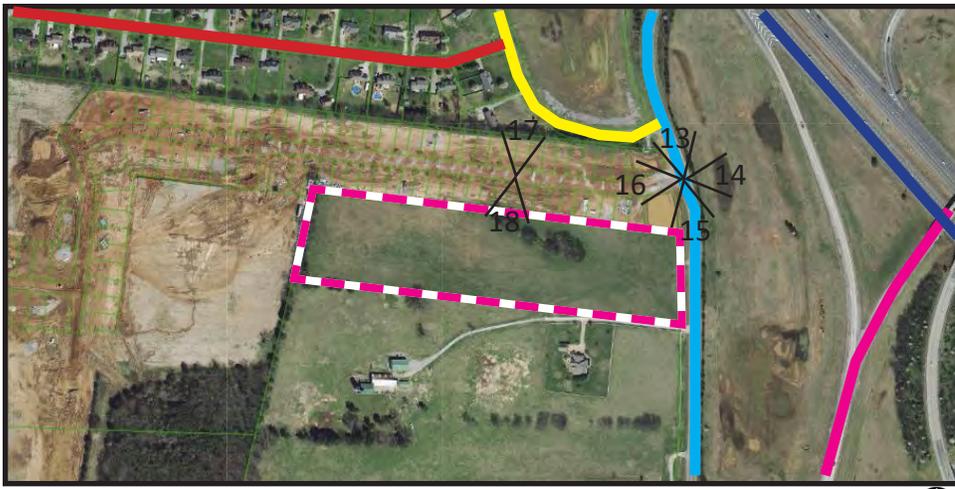
Site



PHOTO DIRECTION MAP

Not To Scale





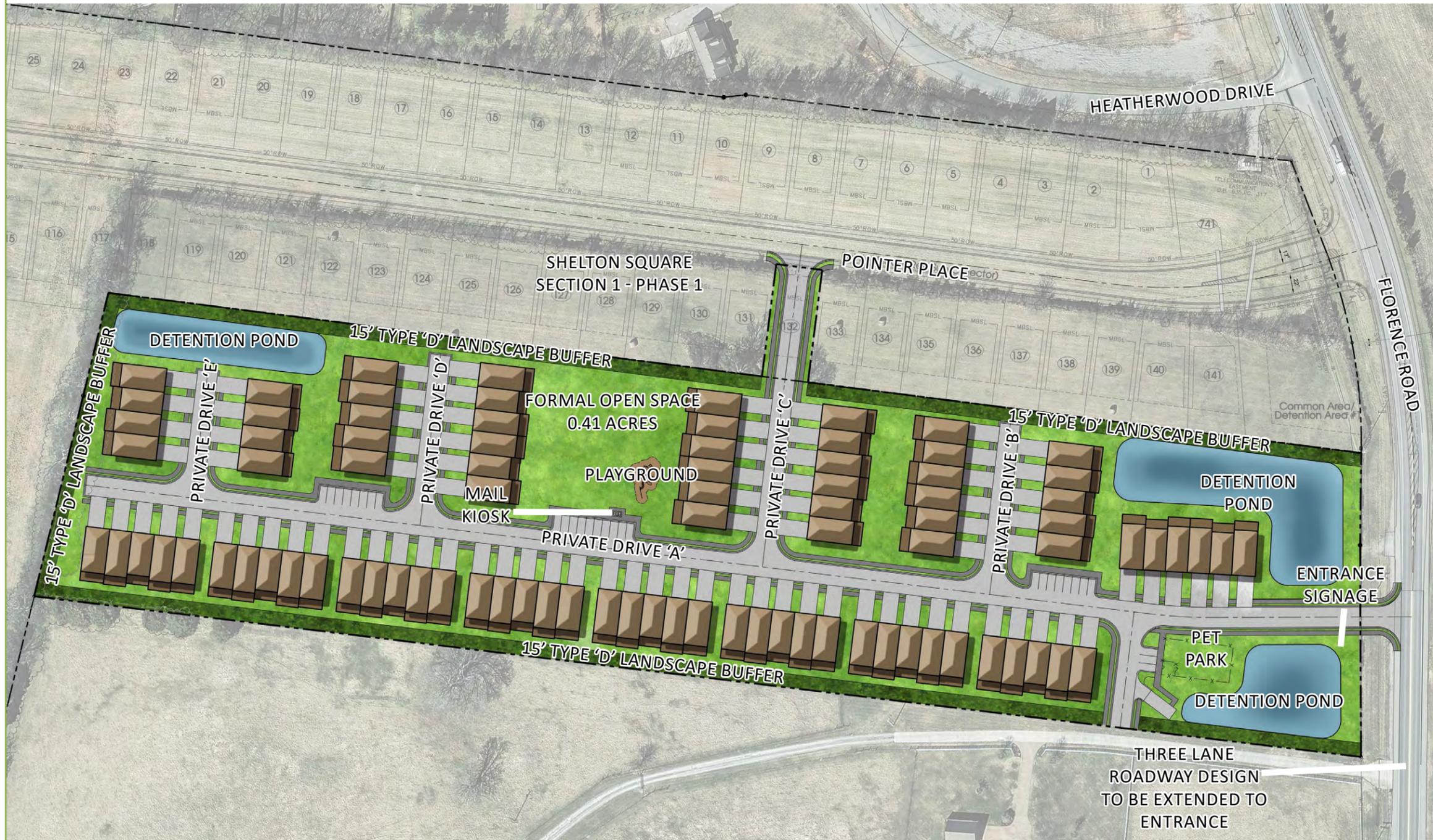
-  Florance Road
-  Interstate-840
-  Heatherwood Drive
-  Heathrow Drive
-  Interstate-24

Site 

PHOTO DIRECTION MAP

Not To Scale 





Total Land Area:	±11.01 Acres
Total Number of Units:	88 Units
Yield: 88 Units/11.01 Acres =	±7.89 Units/Acre
Total Open Space Required:	±2.2 (20%)
Total Open Space Provided:	±4.4 (45%)
Formal Open Space Required:	±0.56 Acres (5.00%)
Formal Open Space Provided:	±0.56 Acres (5.00%)

Length of New Roadway: ±2,450 Linear Feet

Parking	
Required: 26 (2 BR Units) x 2.2 =	58 Spaces
Required: 62 (3 BR Units) x 3.3 =	<u>205 Spaces</u>
Total=	263 Spaces

Provided: 2- Car Parking Pad =	176 Spaces
1- Car Garage =	88 Spaces
Guest Parking Areas=	<u>26 Spaces</u>
	290 Spaces (+27)

A Type 'D' Buffer is located along the northern, southern and western perimeters of the site to buffer the existing zoning associated with Shelton Square PRD and county zoned RM lot from the proposed PRD.

- Buildings
- Open Space
- Landscape Buffer
- Detention
- Private Drive / Driveway
- Sidewalk

Parking Note:
 "This plan is committing to restricting the use of all garages so that their primary use will not be for the parking of boats, RVs, household storage, etc...; rather it will be for vehicular parking. The garages shall be available for the parking of one (1) vehicle at all times. In addition to being a zoning requirement, this commitment will also be included in the restrictive covenants and enforced by the homeowners association."

SEC, Inc.

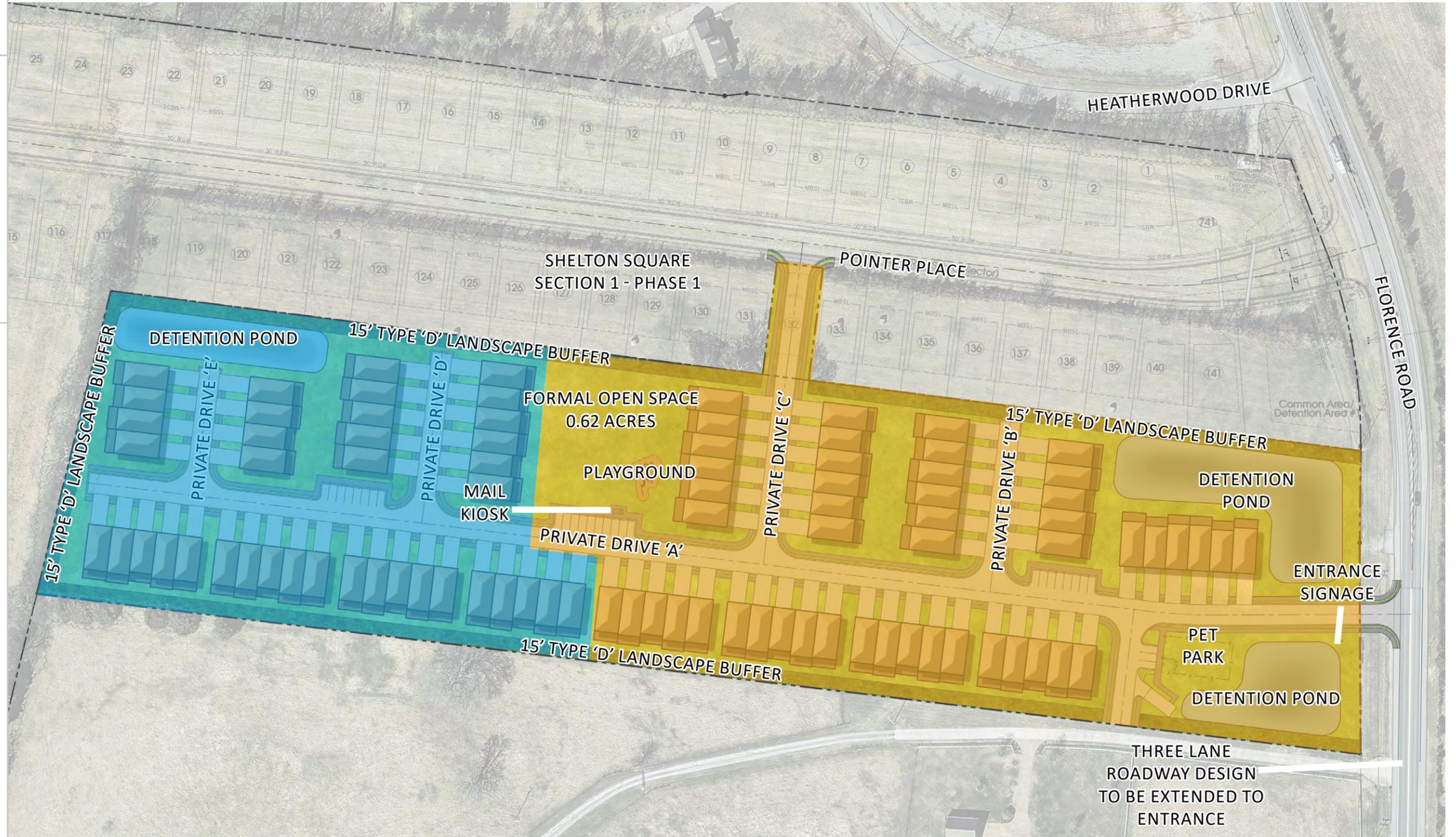
SEC Project #19112 Murfreesboro, Tennessee



PHASES	UNITS	ACRES
PHASE 1	49	6.91
PHASE 2	39	4.10
TOTAL	88	11.01

- Phase 1
- Phase 2

- The project is anticipated to be built in 2 phases
- Construction of Phase 1 is planned to begin within 90-120 days after the completion of the rezoning process
- The timing of the remaining phase of construction will be market driven and dependent upon the absorption of the units in the previous phase
- In general, following section of construction will begin after the previous phase is 80%-85% sold
- Phase 1 is anticipated to create 49 units
- Phase 2 is anticipated to create an additional 39 units.
- Phase 1 will include the formal open space and development signage at the main entrance with Florence Road.



SEC, Inc.

SEC Project #19112 Murfreesboro, Tennessee



Development Standards:

- 88 townhome units with 2 or more bedrooms
- The units will be a minimum of 1,400 feet of living area
- All units will be sold under a horizontal property regime
- The exteriors of the buildings and common spaces will be maintained by an H.O.A.
- All roadways and sidewalks will be private and maintained by the H.O.A.
- 5 Ft. wide sidewalks will be provided throughout the development to create a pedestrian friendly community.
- Building elevations will consist of masonry products, with vinyl only permitted in the trim and soffits. A representation of elevation material mixtures are outlined on Pages 16-17: Architectural Characteristics and Building Materials.
- Each townhome unit will have a 1-car garage.
- Each townhome will provide at least 3 off-street parking spaces per unit, 1 in the garage and 2 in the driveway.
- Each townhome will have a concrete driveway wide enough for 2 vehicles, with a minimum width of 16 feet and 25 feet in depth to the back of sidewalk.
- Garages will be solely used for vehicles as outlined in the Restrictive Covenants, and enforced by the H.O.A.
- A Type 'D' Landscape Buffer will be constructed along length of the northern, southern, western boundaries that are adjacent to Shelton Square PRD and county zoned RM property to the south.
- All mechanical equipment (i.e. hvac and transformers) to be screened by either landscaping or a fence, and will be located along the side and rear elevations of the townhome buildings.
- There shall be a minimum 3-foot wide landscape bed located along the front and side elevations of each townhome building that faces a vehicular area. No landscaping shall be required along side elevations between buildings or when adjacent to a landscape buffer.
- All on-site utilities will be underground.
- Detention pond screening will be provided between any detention ponds and Florence Road. Screening shall not be required internally or on any side adjacent to a landscape buffer.
- On-site lighting will comply with the minimum and maximum city standards to prevent light pollution, and will be provided by M.T.E.M.C.
- Parking for the residential units will comply with the City of Murfreesboro requirements.
- All guest parking areas will have curbing.
- All private streets and parking spaces will be designed to comply with the City of Murfreesboro design standards.
- Entrance off of Florence Road will have new entrance signage constructed on masonry materials and anchored by landscaping.
- Mail service will be provided via a kiosk for all postal deliveries.
- Solid waste will be handled via a trash compactor.
- The solid waste enclosure will be constructed of masonry materials consistent with building architecture and be at least 8 feet tall with opaque gates and enhanced with landscaping.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company.
- HOA will be managed by independent 3rd party management company.

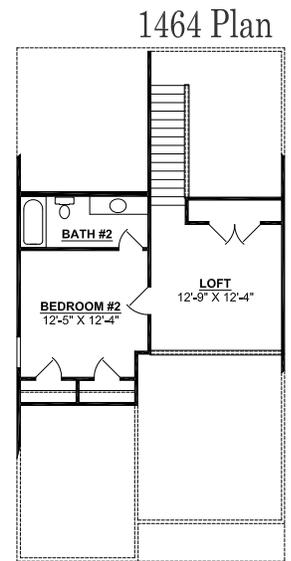


Architectural Characteristics:

- Building heights shall not exceed 35 feet in height.
- All buildings will be 2-story.
- All units will have at least 2 bedrooms.
- All the units will have eaves.
- All units will have a covered front porch or stoop.
- All units will have a patio area at the rear of the unit.
- Patios will be screened with a minimum 5-foot tall white or neutral color vinyl privacy fence between units.
- All homes will have a 1-car front entry garages.
- Front entry garages will have decorative doors with windows.
- Garage door color will match trim of the unit and will be either white or a neutral color.

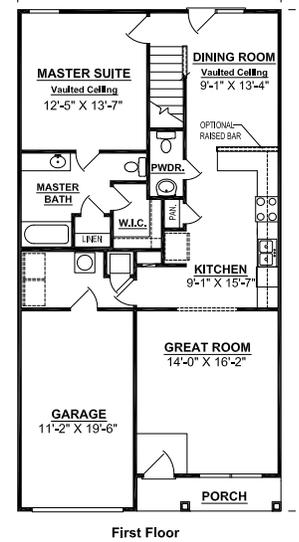
- Townhome buildings will be comprised of alternating unit styles, and offset to create articulation along the front facade to add interest to the elevations.
- Townhome buildings that face towards roadways or common open spaces, shall have a brick or stone water table/ base along those side elevations. When two side elevations face each other, no water table/base shall be required along those adjoining side elevations.
- No water table/base shall be required along the rear elevations, since those rear elevations will not be visible due to rear fencing around each of the rear patios.
- Front and rear elevations of each of the townhome units, shall have an alternating color pattern along the length of the townhome buildings.

Example Floor Plans



Building Materials:

- Front Elevations: Stone, Brick, Fiber Cement Board Siding, Fiber Cement Board & Batten
- Side Elevations: Fiber Cement Board Siding
- Rear Elevations: Fiber Cement Board Siding



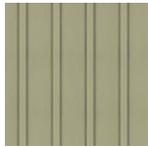
Example of Brick (different colors will be allowed)



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



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



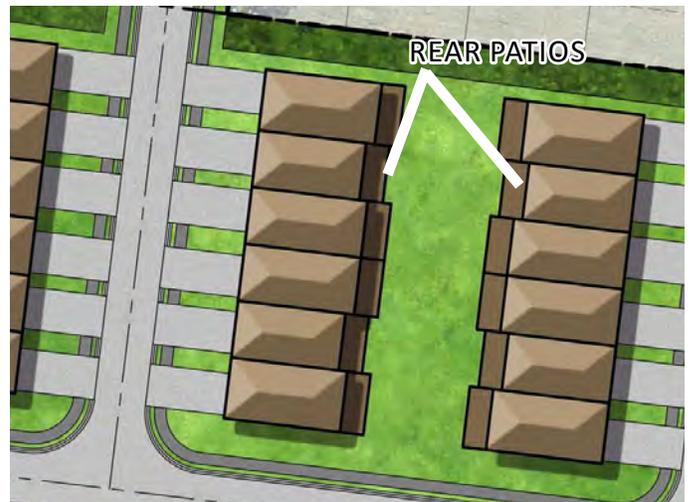
Example of Board & Batten (different colors will be allowed)

Minimum Building Setbacks to Site Boundary:

- Front: 35-feet along Florence Road
- Side: 20-feet along Shelton Square Boundary
20-feet along Southern Boundary
- Rear: 20-feet along West Boundary

Minimum Building Setbacks Internal to the Site:

- Front: 25-feet from back of sidewalk to face of garage
- Side: 10-feet between buildings
10-feet between buildings and private streets
8-feet between buildings and the edge of guest parking spaces
- Rear: 30-feet between buildings





Pursuant to the City of Murfreesboro’s 2040 Major Thoroughfare Plan, none of the roadways in or around this development are slated for improvements. Florence Road is the nearest public thoroughfare, which is where the majority of vehicular trips generated by this development will utilize. It is currently built as a 2-lane cross-section with paved shoulders and open ditch drainage on both sides of the roadway.

As stated above, the primary means of ingress/ egress from this site will be onto Florence Road. The entrance is proposed to incorporate two travel lanes for proper circulation into and out of the development onto Florence Road. A secondary means of ingress/ egress from the development will be a private street connection to Pointer Place in Shelton Square. This second connection will allow for residents to have access to Blackman Road through Shelton Square. The master plan also provides a stub street to the larger county residential tract to the south, if that property were to ever developed in the future.

All streets, sidewalks, driveways and parking area within the development will be private and maintained by the H.O.A. These streets will be built in accordance with the Murfreesboro Street Standards.





- A Pet Park
- B Playground
- C Mail Kiosk
- D Open Lawn



LOCATION MAP - AMENITIES

Not To Scale 

With this request, Shelton Crossing will be dedicating over 5 acres (over 40% of the site) to open space. The open space areas will be comprised of usable open space, detention areas, and the areas around the town-home buildings. Usable open space areas around the development will offer such amenities as; a pet park, a playground area, and open lawn area. Sidewalks will line both sides of all streets to provide pedestrian circulation through the neighborhood for residents as well. The Florence Road entrance area will incorporate masonry signage and will be anchored with landscaping.



Example of Pet Park



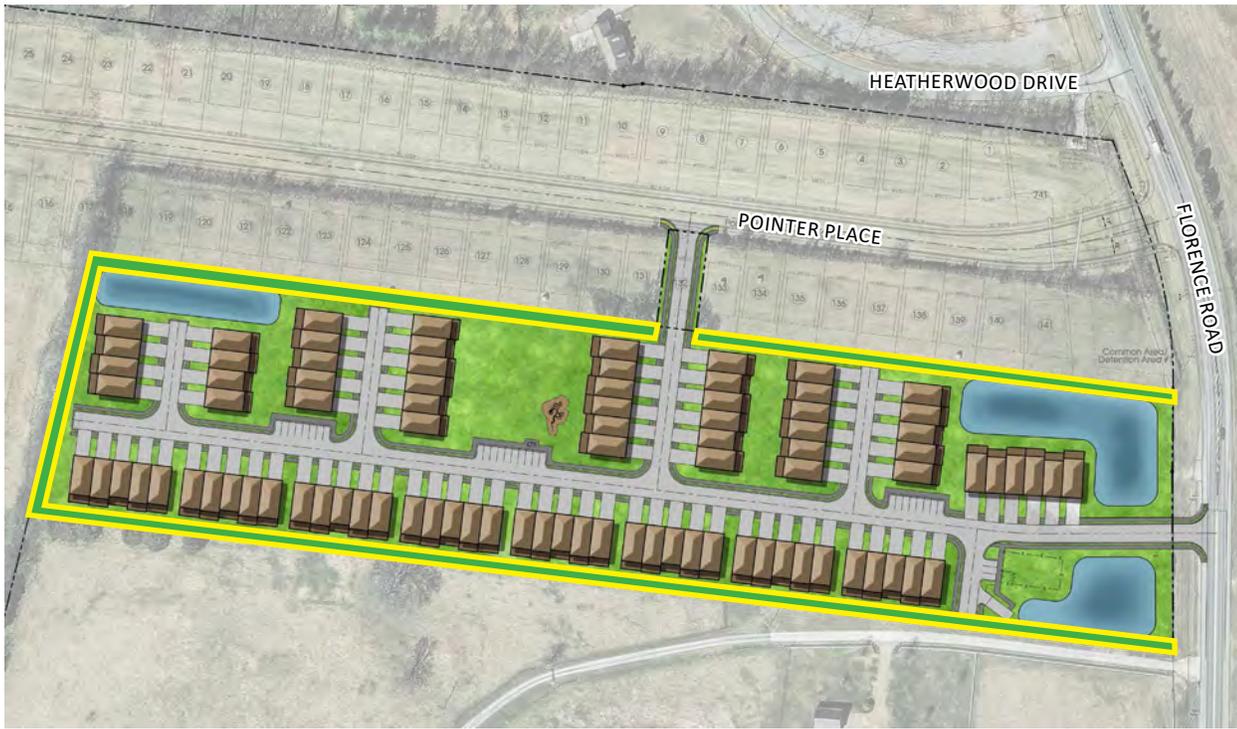
Example of Playground



Example of Mail Kiosk



Example of Open Lawn



 Landscape Buffer

 not to scale

Landscape Materials Samples: Deciduous Trees



(A)



(B)

- (A) *Ulmus parvifolia* 'Emer II' / 'Emer II' Alle Elm
- (B) *Zelkova serrata* 'Green Vase' / Sawleaf Zelkova
- (C) *Buxus x 'Green Mountain'* / Boxwood
- (D) *Prunus laurocerasus* 'Otto Luyken' / Luykens Laurel
- (E) *Lagerstroemia indica* 'GAMAD VI' / Berry Dazzle Crape Myrtle
- (F) *Miscanthus sinensis* 'Adagio' / Adagio Eulalia Grass
- (G) *Liriope spicata* 'Silver Dragon' / Creeping Lily Turf
- (H) *Setcreasea pallida* 'Purple Heart' / Purple Heart Setcreasea
- (I) *Iberis sempervirens* 'Little Gem' / Little Gem Candytuft
- (J) *Liriope muscari* 'Variegata' / Variegated Lily Turf
- (K) *Magnolia grandiflora* 'D.D. Blanchard' TM / Southern Magnolia
- (L) *Thuja standishii x plicata* 'Green Giant' / Green Giant Arborvitae
- (M) *Cryptomeria Japonica* 'Radi-cans' / Japanese Cedar
- (N) *Viburnum x pragense* / Prague Viburnum
- (O) *Prunus laurocerasus* 'Schipkaensis' / Schipka Laurel

Landscape Material Samples: Evergreen/Deciduous Shrubs And Grasses



(C)



(D)



(E)



(F)

Landscape Material Samples: Groundcover



(G)



(H)



(I)



(J)

Landscape Buffer: Evergreen Trees



(K)



(L)



(M)

Landscape Buffer: Evergreen Shrubs



(N)



(O)

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

Landscaping Standards:

- A minimum 10 feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- The north and east perimeter of the property will have a 15 foot wide Type 'D' Landscape Buffer planted consisting of a double staggered row of evergreen trees planted 8 feet on center to provide screening for the adjacent properties and their residents. Evergreen trees will be a minimum of 6 feet tall at the time of planting. In addition to the evergreen trees, single row of evergreen shrubs will fill in the gaps between the evergreen trees during the first few years of the buffer till the trees mature and fill in the buffer. The evergreen shrubs will be a minimum 4 feet tall at the time of planting.
- The frontage along Florence Road will have canopy, ornamental, and/or evergreen trees, as well as shrubs.
- All above ground utilities and mechanical equipment screened with landscaping and/or fences.
- Solid waste enclosure screened with a masonry wall and enhanced with landscaping.
- There shall be a minimum 3-foot wide landscape bed located along the front and side elevations of each townhome building that faces a vehicular area. No landscaping shall be required along side elevations between buildings.
- Stormwater management areas shall only be screened along edges adjacent to external public R.O.W.'s and adjacent properties, and shall not be screened internally to the proposed development.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.

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

Response: An exhibit is given on Pages 4-9 along with descriptions of each.

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

Response: Exhibits are shown on Pages 4-9 that shows the existing contours and drainage patterns along with an aerial photograph of the area. No portion of the property is subject to floodplains or floodways, and the site ultimately drains to Overall Creek.

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

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

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

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

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

Response: Page 15 lists standards and exhibits showing the concept plan which shows each of these items.

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

TOTAL SITE AREA	486,345 s.f.
TOTAL MAXIMUM FLOOR AREA	149,600 s.f.
TOTAL LOT AREA	0 s.f.
TOTAL BUILDING COVERAGE	135,689 s.f.
TOTAL DRIVE/ PARKING AREA	57,716 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	428,629 s.f.
TOTAL OPEN SPACE	219,590 s.f.
FLOOR AREA RATIO (F.A.R.)	0.31
LIVABILITY SPACE RATIO (L.S.R.)	0.60
OPEN SPACE RATIO (O.S.R.)	0.72

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

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

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

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

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

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

Response: This requirement has been addressed on Page 15.

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

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

1) Detention ponds shall not be screened internally, only to external R.O.W.'s and adjacent properties.

SETBACKS	PRD-Exterior	PRD-Interior	RS-A2	PRD	DIFFERENCE
Front Setback	35.0'	25.0'	35.0'	25.0'	-10.0'
Side Setback	20.0'	10.0'	5.0'	10.0'	-10.0'
Rear Setback	20.0'	20.0'	20.0'	20.0'	-0.0'
Maximum Gross Density			12 DU/AC	7.99 DU/AC	-4.01 DU/AC
Maximum Building Height			35.0'	35.0'	0.0'

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

Response: This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0140H Eff. Date 01/05/2007.

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

Response: Pages 5 & 18 discusses the 2040 Major Thoroughfare Plan.

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

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Alcorn Properties, LLC contact info for both is provided on the back of the cover page.

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

Response: Page 16-17 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built & will conform with design guidelines.

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

Response: Examples of entrance signage are located on Pages 15 and 19.

DRAFT

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice Chair
Eddie Smotherman
Warren Russell
Chase Salas
Jennifer Garland
Ronnie Martin

STAFF PRESENT

Donald Anthony, Planning Director
Matthew Blomeley, Assistant Director
Margaret Ann Green, Principal Planner
Dianna Tomlin, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Sam Huddleston, Executive Dir. Of Dev. Services
Carolyn Jaco, Recording Assistant
Adam Tucker, City Attorney

Chair Kathy Jones called the meeting to order after determining there was a quorum. The minutes of the June 5, 2019, and June 19, 2019, Planning Commission meetings were approved as submitted.

Public Hearings

Zoning application [2019-415] for 2,348 lots (approximately 920 acres), as shown on accompanying map, to be rezoned City Core Overlay (CCO), Murfreesboro Planning Department applicant. Mr. Donald Anthony began by explaining the City of Murfreesboro has been working on the expansion of the City Core Overlay district over a year. The text for the City Core Overlay district has been reviewed by the Planning Commission a few months back and it is now being reviewed by City Council. The City Core Overlay amendment text follows closely with the Historic District, the approved North Highland Avenue Study, and the Historic Bottoms Study. Between the approved studies and the Zoning Map Amendment there have been seven City Core Overlay meetings with various groups, meetings with downtown business owners, and outreach efforts to discuss the vision for the downtown area.

Continuing, Mr. Anthony explained to the public whom were attending the meeting the process for public notices being mailed out for tonight's public hearing. Information had been provided to the public on the local TV Channel 3, our City website, and an advertisement had been placed

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

Chair Kathy Jones closed the public hearing.

Ms. Margaret Ann Green made known she had spoken with Ms. Shelton before the meeting. She explained during their conversation there was no deception with this annexation request. All the information had been provided in the staff report and the legal notices. Mr. Smotherman stated, the reason for annexing the right of way was for the roadway is to meet all City standards. In addition, it makes known who has jurisdiction of the area and who would maintain the road.

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

Zoning application [2019-420] for approximately 11 acres located along Florence Road and Pointer Place to be zoned PRD (Shelton Crossing PRD) simultaneous with annexation, Alcorn Properties LLC applicant. Chair Kathy Jones announced she would be abstaining from all discussion and vote regarding this application.

Ms. Margaret Ann Green summarized the staff report, which had been made available to the Planning Commission in their agenda packet. Ms. Green made known the applicant has asked for a specific exception not to include landscaping at the retention/detention pond area that would be fronting Florence Road.

Mr. Matt Taylor and Mr. David Alcorn were in attendance for the meeting. Mr. Matt Taylor came forward to begin a power point presentation from the applicant's program book. Ms. Jennifer Garland requested for more information regarding the setback requests. Mr. Matt Taylor explained the setbacks would pull the units close to the streets which is enforcing and adding setbacks on themselves.

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

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

Mr. Ken Halliburton made a motion to approve subject to all staff comments, seconded by Mr. Ronnie Martin. There was one abstention made by Chair Kathy Jones. The motion passed.

Zoning application [2019-404] for approximately 1.2 acres located along Bridge Avenue and Power Avenue to be rezoned from RM-12 to PRD (Bridge Avenue Villages PRD), Mustafa Shaban applicant. Ms. Dianna Tomlin summarized the staff report, which had been made available to the Planning Commission in their agenda packet.

Mr. Clyde Rountree and Mr. Mustafa Shaban were in attendance to represent the applicant. Mr. Rountree came forward to begin a power point presentation from the applicant's program book. He made known the applicant has owned the property for many years, and, there is an existing rental home on the property.

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

Mr. Eddie Smotherman made known in the applicant's pattern book on several pages the proposed fenced was going across the sidewalk and the proposed fence would go all the way to the road. Mr. Smotherman asked for the sidewalk and fence to be corrected. Mr. Rountree stated he would make the necessary changes. Mr. Ken Halliburton wanted to know what would happen to the existing rental residence when Phase 1 was completed. Mr. Rountree answered that the applicant would like to keep the rental home as long as possible. Mr. Halliburton asked when the rental for the home would end with this proposed development concept. Mr. Halliburton requested clarification on the rental home for the two different Phases. The Planning Commission began discussing the details of the development making known their concerns with the rental property. Mr. Clyde Rountree stated he had just spoken with the applicant, who agrees to change the proposal to be developed into one complete phase. Mr. Blomeley said the demolition plans should be submitted with the construction plans for any development.

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RESOLUTION 19-R-PS-27 to adopt a Plan of Services for approximately 18.2 acres along Florence Road, Saraswat Family Trust, applicants. [2019-506]

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 July 10, 2019 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 August 22, 2019, pursuant to a Resolution passed and adopted by the City Council on July 18, 2019, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on August 6, 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 19-R-A-27**, 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

CULPEPPER-CIR

WACHOVIA-WAY

HEATHERWOOD-CT

RIVEN-CT

HEATHROW-DR

HEATHERWOOD-DR

City Limits

PRD

POINTER-PL

SANTANA-ST

ELIJAH-DR

APOSTLE-LN

PUD

Resolution 19-R-PS-27



Right-of-way
to be Annexed

Area to be
Annexed



PRD

FLORENCE RD



**ANNEXATION REPORT FOR PROPERTY LOCATED
WEST OF FLORENCE ROAD
INCLUDING PLAN OF SERVICES**

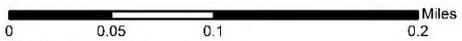
[FILE 2019-506]



PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
July 10, 2019



Annexation Request for Property Along Florence Road



Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, TN 37130
murfreesborotn.gov/planning

Document Path: X:\FILE_ROOM_FOLDERS\Annexations\2019\2019-506_Acorn_Properties\Maps\Aerial.mxd

INTRODUCTION

OVERVIEW

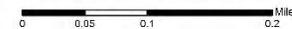
The area studied in this Plan of Services is an 11.01-acre parcel (Tax Map 78, Parcel 15.10) situated along the west side of Florence Road and I-24 and north of State Route 840. The study area adjoins the City on the north and west, while the area to the south lies within the unincorporated County. Also included in this study are two sections of Florence Road right-of-way: 1,600 linear feet plus a 700 linear feet.

The parcel is undeveloped land. A written petition requesting annexation has been filed with the City by the property owners and/or their legal representatives.

The parcel as well as the right-of-way is located within the City of Murfreesboro's Urban Growth Boundary.



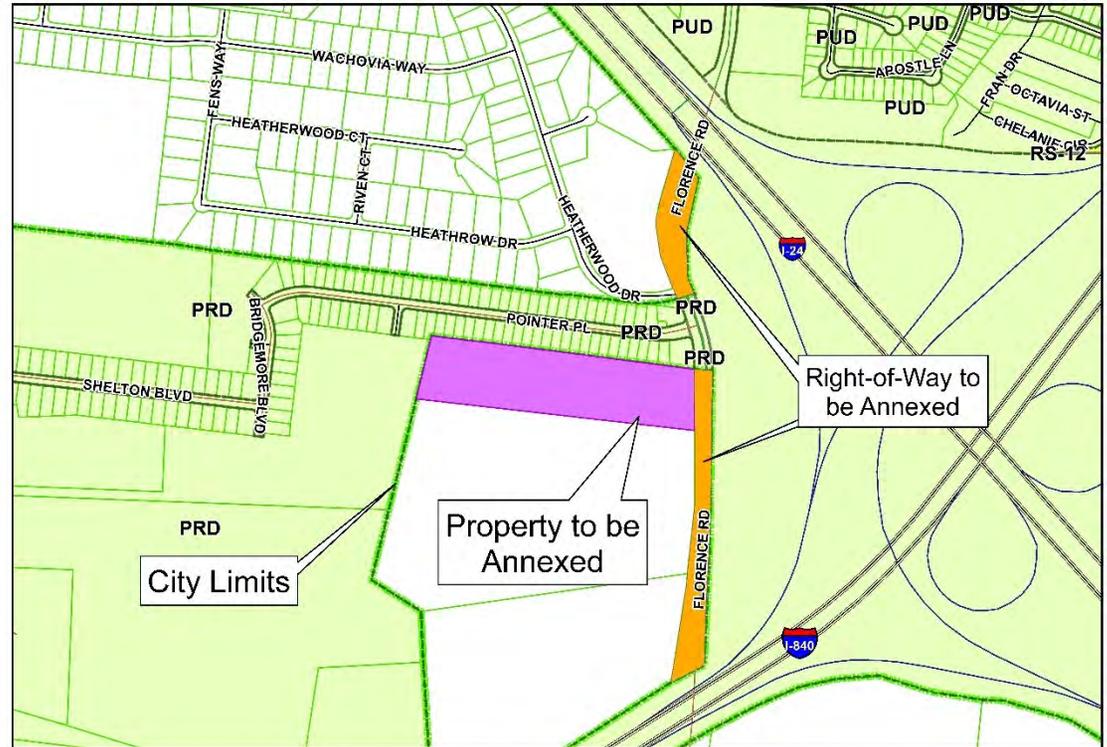
Annexation Request for Property Along Florence Road



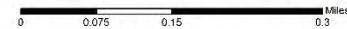
CITY ZONING

The applicant has requested PRD (Planned Residential District) zoning for 11.01 acres simultaneous with annexation. Alcorn Properties LLC has contractual interest in the property and has requested rezoning simultaneous with annexation. The proposed Shelton Crossing PRD will allow 88 single-family, attached dwelling units (townhomes).

The subject property is currently zoned RM (Residential – Medium Density) in the County.



Annexation Request for Property Along Florence Road



Planning Department
City of Murfreesboro
1 West 4th Street
Murfreesboro, TN 37132
murreesboro.gov/planning

PRESENT AND SURROUNDING LAND USE

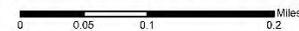
The area being considered for annexation is an 11-acre parcel. The property is currently undeveloped.

The area surrounding the 11-acre parcel is characterized by residential and agricultural uses. The property to the north and west is the currently under development Shelton Square residential community. The property to the east are rights-of-way of Florence Road, I-24 and I-840 rights of way. The parcel to the south is residential.

Access to the study area will be from Florence Road and Pointer Place.



Annexation Request for Property Along Florence Road



Planning Department
City of Murfreesboro
1100 West End Street
Murfreesboro, TN 37132
mur@murfreedomn.gov/planning

TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2019 will be due on December 31, 2020. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2894/\$100 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected, if the property were to be annexed in its present state.

***Table I
Estimated Taxes from Site***

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
SARASWAT FAMILY TRUST ETALS TRUSTEE'S	11.01	\$182,300	\$0	\$45,575	\$587.64

These figures are for the property in its current state.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2019-2020 per capita state revenue initial estimates for the City of Murfreesboro once the development is built out. The study area is proposed to be developed with 88 single-family homes.

Table II
Per Capita State Revenue Estimates

General Fund	Per Capita Amount
State Sales Tax	\$89.00
State Beer Tax	\$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	\$2.00
Gross Receipts (TVA in-lieu taxes)	\$11.80
<i>Total General Revenue Per Capita</i>	\$103.30
State Street Aid Funds	Per Capita Amount
Gasoline and Motor Fuel Taxes	\$38.50
<i>Total Per Capita (General and State Street Aid Funds)</i>	\$141.80
Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit for proposed 213 units)	\$12,478.40

The per capita state revenue estimates apply only to new residents.

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 subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #4.

ELECTRIC SERVICE

The study area will be served by Middle Tennessee Electric Membership Corporation (MTEMC). MTEMC currently has a line crossing the parcel in question which will likely need to be relocated for development. All costs and easement requisitions will be absorbed by the developer.

STREET LIGHTING

According to MTEMC, street lighting is available along Florence road and can be installed at the request of the City of Murfreesboro. Street lighting within the proposed development must be installed by the developer.

SOLID WASTE COLLECTION

The proposed PRD plan commits the development to utilizing a private hauler via a Dumpster or compactor. The proposed street design does not accommodate City solid waste services.

RECREATION

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

CITY SCHOOLS

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area will be within the Overall Creek school zone.

STREETS AND ACCESS

The annexation study area includes two segments of Florence Road right-of-way. The first is approximately 700 linear feet and is located north of the subject property between the overpass for Interstate 24 and Heatherwood Drive. The second is approximately 1,600 linear feet and is located adjacent to the subject property and south to the overpass for Interstate 840. Both segments of Florence Road within the study area are 2-lane ditch section roadways. 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 \$3,375 with State Street Aid and General Fund as funding sources. The addition of the right-of-way will also result in \$566 of capital cost with State Street Aid and General Fund as funding sources. Any new connections to this section of Florence must be approved by the City Engineer.

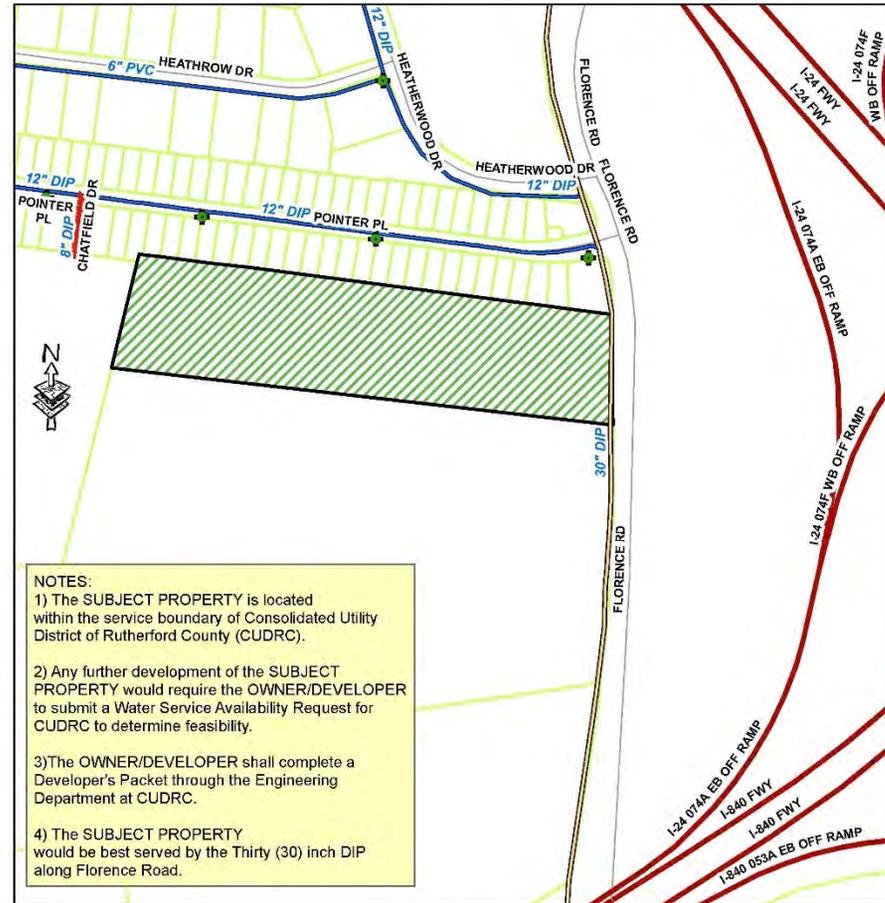
The Study Area is currently served by Florence Road as the major roadway facility. Florence Road intersects with Old Nashville Road to the north and Manson Pike to the south. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates that Florence Road to be operating at a Level of Service B in the Study Area based on average daily traffic (ADT). The 2040 Level of Service Model shows that Florence Road, Manson Pike, and Old Nashville Highway fall to undesirable levels of service of D and F without the proposed improvements recommended in the 2040 MTP.

Old Nashville Highway is the first major intersection to the north and it is operating at a Level of Service C at the intersection while Florence Road is at a Level of Service D at the intersection. Manson Pike is the first major intersection to the south. Florence Road is operating at a Level of Service B at the intersection while Manson Pike is at a Level of Service C.

Florence Road Annexation Request 078 01510

WATER SERVICE

The study area is served by a 30-inch Consolidated Utility District (CUD) water line along Florence Road. This line is adequate for providing domestic water service and for maintaining the proper fire flows for the proposed development. A Water Availability Request must be submitted to CUD for review and approval before any additional development on the property may occur. Any new water line development must be done in accordance with CUD's development policies and procedures.

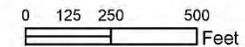


-  CUD FIRE HYDRANT
-  CUD WATER MAIN (under const.)
-  CUD WATER MAIN
-  CUD WATER MAIN
-  SUBJECT PROPERTY

JUNE 18, 2019

TAX MAP: 78
PARCEL: 15.10

1 INCH = 330 FEET

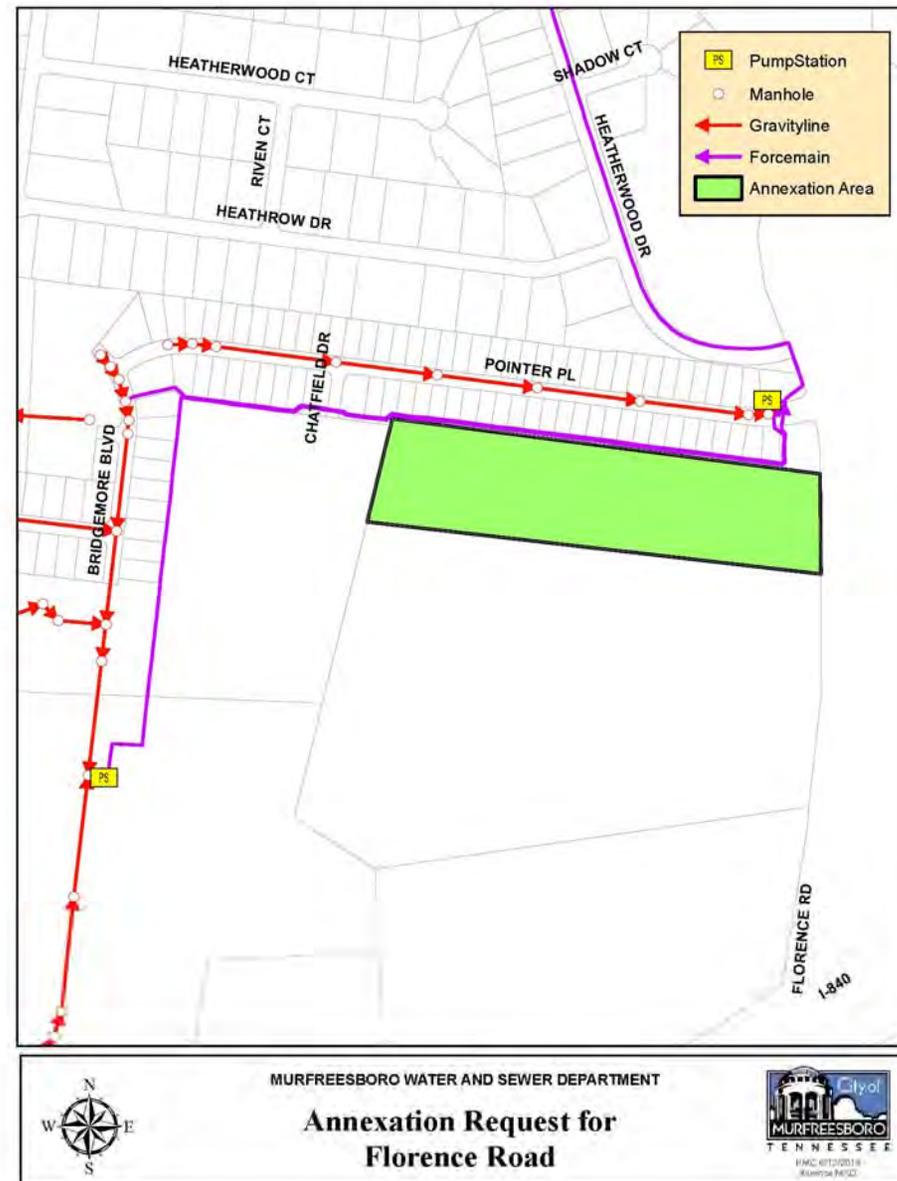


SANITARY SEWER SERVICE

Sanitary sewer is not currently available to serve the subject property, per the Murfreesboro Water Resources Department's definition of "available." Sanitary sewer is available along Pointer Place to the north however, the developer will be required to purchase sewer easement, dedicated to the City, for the extension of gravity sewer. There will also be upgrades to the existing pump station at the entrance of Shelton Square that the developer will be financially responsible for

The study area lies within the Overall Creek Sanitary Sewer Assessment District and will pay \$1,000 per single-family unit in addition to current standard sewer connection fees of \$2,550.

All sewer main improvements and easements needed to serve the subject properties are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures.

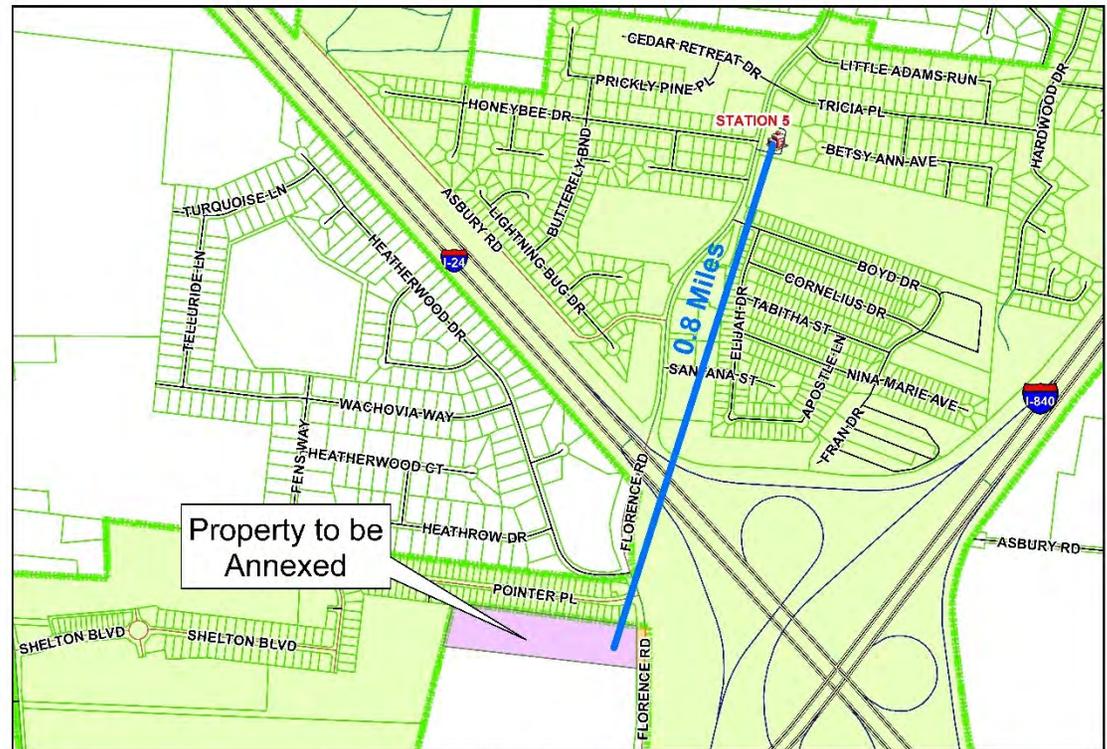


FIRE AND EMERGENCY SERVICE

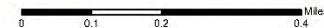
The Murfreesboro Fire and Rescue Department will begin providing fire protection and medical first responder service to the study area immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD).

Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Consolidated Utility District policies and procedures. Current guidelines recommend fire hydrants be 500 feet apart.

There is a 30-inch Consolidated Utility District water line along Florence Road that serves the subject property. The closest operating fire station to the subject property is Fire Station #5, located at 3006 Florence Road, approximately 5 miles from the study area.



Annexation Request for Property Along Florence Road



Planning Department
City of Murfreesboro
111 New Vine Street
Murfreesboro, TN 37130
murfreesboro.gov/planning

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 pink and the 100-year floodplain boundary in blue.



Annexation Request for Property Along Florence Road

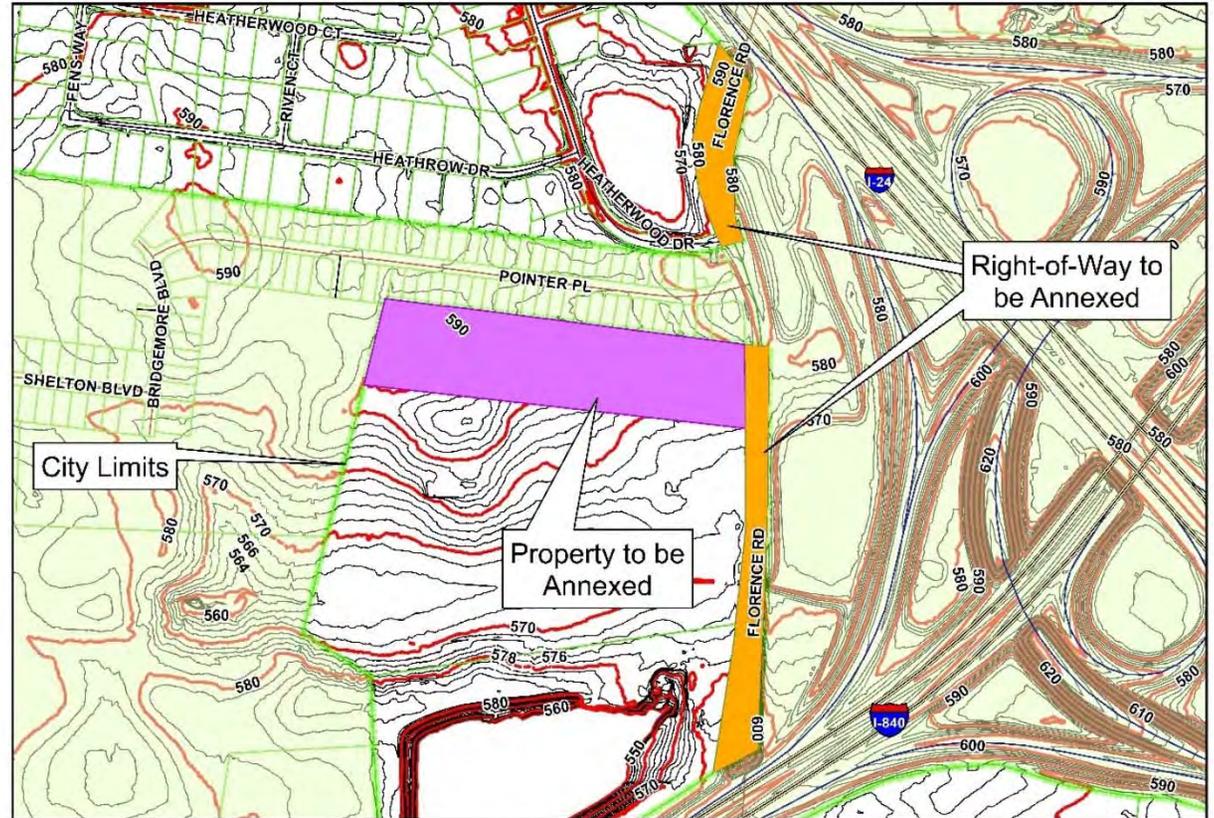


Property and Development

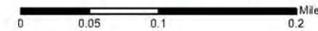
New development should comply with the City's Stormwater Quality Regulations by providing stormwater quality and detention.

Improvements to Florence Road should be included for right and left turn lanes into the development.

The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



Annexation Request for Property Along Florence Road



Planning Department
City of Murfreesboro
111 Main Street, 2nd Floor
Murfreesboro, TN 37130
731.238.0000

Public Drainage System

No new public drainage facilities are included in the study area. Access to public drainage facilities are within the ROW of Florence Road and Shelton Square Subdivision. Public drainage facilities within Florence Road will become the responsibility of the City upon annexation. Routine maintenance for these facilities are included within the expected annual maintenance costs for the public roadways. State Street Aid and Stormwater Utility Fees are anticipated sources of funding for these public drainage facilities. No additional public drainage systems are in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

Regional Drainage System

A review of a topographic map shows that the approximately a third of the property drains to the northwest corner of the property to a wet weather conveyance on the neighboring property to the north. The other two thirds of the property drains at the southeast corner of the property to the right-of-way of Florence Road. No portion of this property is located in the 100 year flood plain.

STORMWATER MANAGEMENT

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area currently has no existing structures therefore will not generate any additional stormwater fees.

The Study Area has a proposed zoning of PRD and a master-planned development consisting of 88 single-family attached dwelling units. Based on this development scenario, it is anticipated that the site will generate approximately \$3,432 in additional revenue per year into the Stormwater Utility Fund upon full build out.

PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary, 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 this property will receive City services described in this plan. According to Public Chapter 1101 passed by the Tennessee Legislature, 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.

BUILDING AND CODES

The property will immediately 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. A preliminary inspection by the Codes Department indicated high grass and weeds, which must be cut to City standards if the property is annexed.

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.

RESOLUTION 19-R-A-27 to annex approximately 18.2 acres along Florence Road, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Saraswat Family Trust, applicant. [2019-506]

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 19-R-PS-27** on August 22, 2019; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on July 10, 2019 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 19-OZ-27**, 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

CULPEPPER-CIR

WACHOVIA-WAY

HEATHERWOOD-CT

RIVEN-CT

HEATHROW-DR

HEATHERWOOD-DR

City Limits

PRD

POINTER-PL

SANTANA-ST

ELIJAH-DR

APOSTLE-LN

PUD

Resolution 19-R-A-27



Right-of-way
Annexed



Area
Annexed



PRD

FLORENCE RD



ORDINANCE 19-OZ-27 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 11.01 acres along Florence Road as Planned Type Development (PRD) District (Shelton Crossing PRD) simultaneous with annexation; Alcorn Properties, LLC, applicant [2019-420].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to 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 Planned Residential Development (PRD) District, as indicated thereon, and 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 the conditions and stipulations referenced 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

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

RS-A1

CULPEPPER CIR

WACHOVIA WAY

HEATHERWOOD CT

RIVEN CT

HEATHROW DR

HEATHERWOOD DR

SANTANA ST

ELIJAH DR

APOSTLE LN

PUD

City Limits

**Ordinance
19-OZ-27**



PRD

POINTER PL

FLORENCE RD

FLORENCE RD

Area Zoned PRD
Simultaneous
With Annexation



PRD



COUNCIL COMMUNICATION

Meeting Date: 8/22/19

Item Title: Rezoning approximately 1.2 acres located along Bridge Avenue
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 1.2 acres located along Bridge Avenue.

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 7-0.

Background Information

Mustafa Shaban presented a zoning application [2019-404] for approximately 1.2 acres to be rezoned from RM-12 (Multi-Family Residential District 12) to PRD (Planned Residential District). During its regular meeting on July 10, 2019, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval subject to the development occurring all in one phase. The pattern book has been revised according to this condition of approval.

Council Priorities Served

Engaging Our Community

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

Attachments:

1. Ordinance 19-OZ-28
2. Maps of the area
3. Planning Commission staff comments from 7/10/19 meeting
4. Planning Commission minutes from 7/10/19 meeting (in draft form)
5. PRD pattern book (Bridge Avenue Village PRD)
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 10, 2019
PROJECT PLANNER: DIANNA TOMLIN**

- 4.g. Zoning application [2019-404] for approximately 1.2 acres located along Bridge Avenue and Power Avenue to be rezoned from RM-12 to PRD (Bridge Avenue Village PRD), Mustafa Shaban applicant.**

Background

The requested property, which consists of 1.2 acres, is located at the northwest corner of Bridge Avenue and Power Avenue. It is further identified as Tax Map 0910, Group D, Parcel 10 (also, 516 Bridge Avenue). The property owner, Mustafa Shaban, has requested rezoning from RM-12 (Multi-Family Residential District 12) to Planned Residential District (PRD) for 16 single-family attached dwelling units (townhomes), eight of which will be two-bedroom units and eight of which will be three-bedroom units.

The PRD zoning allows him to work with the encumbrance of a large electric easement and to develop the property with setbacks that reflect a traditional urban setting rather than the conventional suburban setbacks required in the RM-12 zoning. The RM-12 zoning would allow for 14 dwelling units by right. The PRD zoning is asking for an increase of 2 units over the existing bulk RM-12 zoning. The primary purpose of the request, in addition to increasing the density, is to allow an infill development that works with the encumbrances of the lot.

The PRD plan calls for two areas of formal open space that include a grill station, a playground, and a dog run. The structures proposed will be 100-percent masonry with front elevations of varying styles that include brick and cement fiber board siding. In addition, the developer and his team have worked with the Murfreesboro Police Department to incorporate Crime Prevention Through Environmental Design Principles (CPTED). The property is well-lit, fenced, and landscaped to meet the standards of the CPTED program.

Surrounding Land Uses and Zoning

Properties to the north and west are zoned RM-12. Both are currently occupied by single-family homes. Properties to the east are zoned RS- 8 (Single-Family Residential District 8) and also contain single-family homes. Across Bridge Avenue to the south of the property is zoned H-I (Heavy Industrial District) and is developed with an electric substation.

Relationship to the Murfreesboro 2035 Comprehensive Plan

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 land use character of “Suburban Residential” for the subject property. An excerpt from the future land use map can found below.

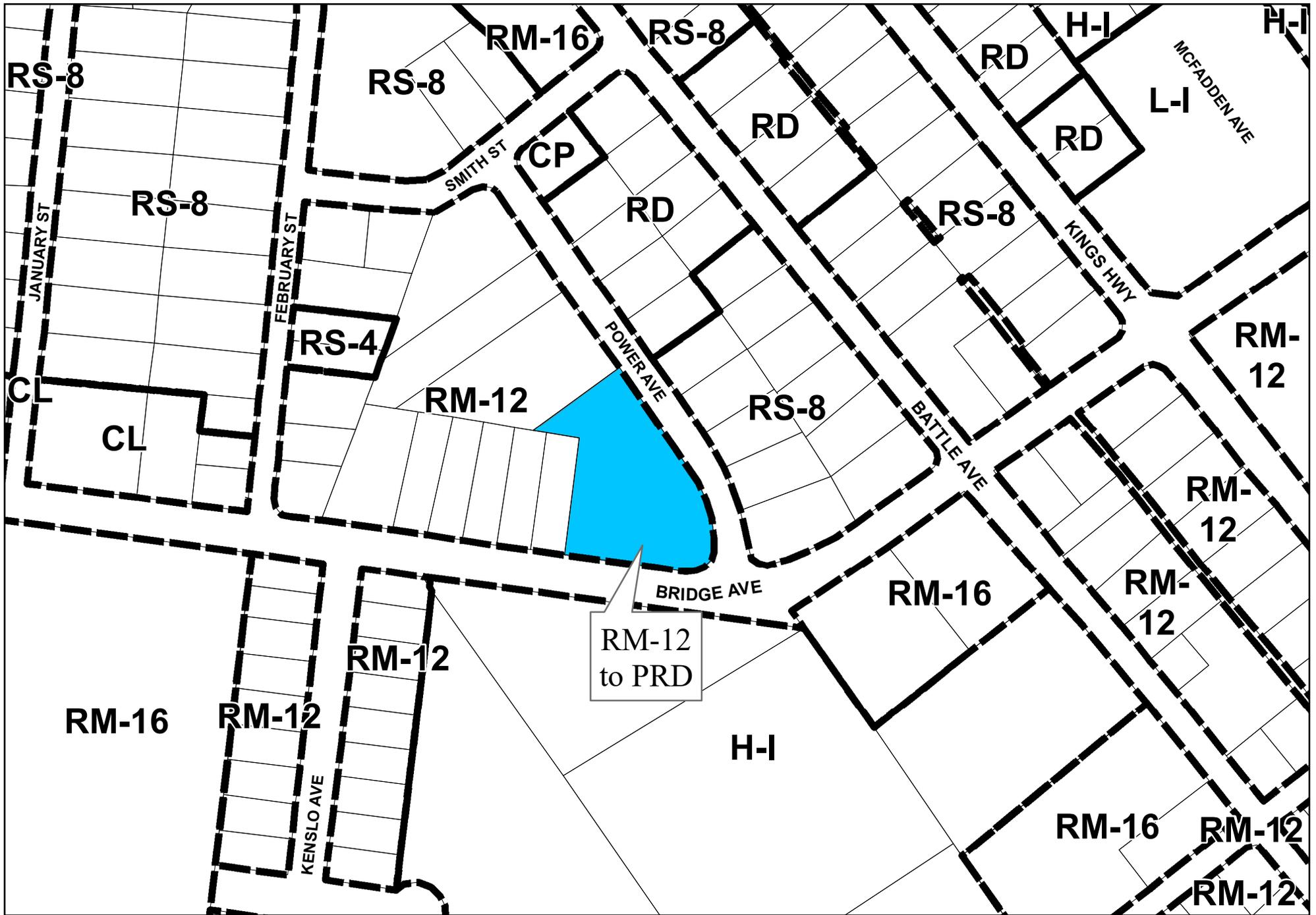


The Suburban Residential character is generally associated with the lower density areas on the periphery of the City, transitioning to the more rural areas outside the City limits. The recommended density in this land use character is 2.0 to 3.54 dwelling units per acre. Recommended development types are “detached residential dwellings” and “planned development to provide other housing (e.g., Auto-Urban attached residential), but with increased open space to preserve a suburban character setting.” The request for PRD zoning is consistent with the “other housing” but is inconsistent with the recommended density, as 13.3 dwelling units per acre is proposed. However, while this property is designated as “Suburban Residential,” it is located within close proximity to downtown and an industrialized area. There is higher density development in the vicinity, and the

existing zoning permits a higher density than what is recommended by the comprehensive plan. The planned residential development creates formal open space and works within the buildable space of the parcel that, due to a large electric easement, will be difficult to develop under bulk zoning. The Planning Commission will need to determine if this is an appropriate instance to deviate from the recommendations of the comprehensive plan.

Planning Commission Action Needed

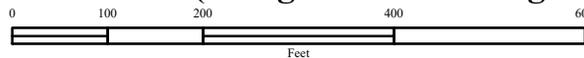
The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and formulate a recommendation for the City Council. The applicant and his representative will be present at the Planning Commission meeting to make a brief presentation and to answer questions.



**Zoning Request for Property Located Along Bridge Avenue and Power Avenue
 RM-12 to PRD (Bridge Avenue Village PRD)**



Path: X:\rezon\BridgeAve_PowerLn.mxd



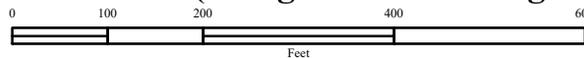
GIS Department
 City Of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



**Zoning Request for Property Located Along Bridge Avenue and Power Avenue
 RM-12 to PRD (Bridge Avenue Village PRD)**



Path: X:\rezon\BridgeAve_PowerLn.mxd



GIS Department
 City Of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



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

Creating a better quality of life

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: MUSTAFA SHABAN

Address: 1703 Pennington Drive City/State/Zip: Murfreesboro, TN 37129

Phone: 615-668-3627 E-mail address: Jewel.rush@gmail.com

PROPERTY OWNER: MUSTAFA GHULAMALI

Street Address or property description: 516 Bridge Avenue, Murfreesboro, TN

and/or Tax map #: 091 Group: D Parcel (s): 10.00

Existing zoning classification: RM-12

Proposed zoning classification: PPD Acreage: 1.2 AC ±

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

HUDDESTON-STEELER FAIR - CLYDE ROUHTREE

E-mail: country.associates@yahoo.com

APPLICANT'S SIGNATURE (required): 

DATE: 1-16-2019

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

Date received: 1-17-19 MPC YR.: 19 MPC #: 404

Amount paid: \$950.00 Receipt #: 364197

1.16.2019

Mr. Donald Anthony
Planning Director
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

Re: Rezoning Request

Described as Tax Map 091 and parcels 10.00 consisting of 1.2 +/- acres. .

Dear Mr. Anthony:

On behalf of our client, Steve Shaban, we hereby request rezoning of the following property located at Tax Map 091 and parcels 10, consisting of 1.2 +/- acres. We are requesting to rezone the property to PRD to be uses as a townhome development.

Please let me know if you need any additional information and thank you for your assistance with this request.

Sincerely,



Clyde Rountree, RLA

HUDDLESTON-STEELE ENG., INC.

Bridge Avenue Village

PLANNED RESIDENTIAL DEVELOPMENT

SHEET INDEX

1. DEVELOPMENT TEAM
2. PROJECT SUMMARY
3. ZONING MAP
4. UTILITY MAP
5. TOPOGRAPHY AND DRAINAGE MAP
6. AERIAL MAP
7. EXISTING CONDITIONS
8. EXISTING CONDITIONS
- 9.. SITE PLAN
10. ARCHITECTURAL ELEVATIONS
11. CONCEPTUAL LANDSCAPE PLAN
12. AMENITY AREAS
13. PHASING PLAN
14. OPEN SPACE PLAN
15. DEVELOPMENT STANDARDS
16. MANDATORY REFERRAL DOCUMENT
17. PLANNED DEVELOPMENT CRITERIA & 2035 PLAN

Plans Prepared By:



2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

Development Team

Bridge Avenue Village

PLANNED RESIDENTIAL DEVELOPMENT

Developer:

Mustafa Shaban
1703 Pennington Dr.
Murfreesboro, TN. 37129
615.668.3627

Mr. Shaban is a local businessman who has owned a jewelry store in the Stones River Mall since 1994. He has been a resident in Murfreesboro since 1994. Mr. Shaban has owned the subject property since 2006. Mr. Shaban owns the rental house on the subject property.

Architect for review and oversight:

Brian Oliver
Oliver Architecture, P.C.
(615) 491-3365

Design Architect:

Jamie Taylor Designs
310 Uptown Square
Murfreesboro, TN. 37129
615.542.4675

Planning and Engineering



2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

Huddleston-Steele Engineering, Inc.

Clyde Rountree, RLA
2115 N.W. Broad Street
Murfreesboro, Tn 37129

Project Summary

The Bridge Avenue Village is a new townhome development which will bring new vitality to an older established neighborhood in the City of Murfreesboro. Located within walking distance to the City square, the village will have 16 townhomes with a combination of two and three bedroom homes with 1000 s.f. of living area being the minimum size. We are requesting to rezone the property to a Planned Residential Development (PRD) from RM-12. The property is a 1.2 acre site located at 516 Bridge Avenue shown as parcel 10 on Rutherford County Tax Map 091. The proposed 16 townhomes will consist of (8) three bedroom units and (8) two bedroom units bearing a unit density of 13.33 units per acre. The homes will address the public street with small front porches and architecturally interesting facades. The parking area will be central in the development and it is the developer's intention to screen parking from the adjacent rights-of-way using both the structures themselves and new landscaping. The development will have sidewalks along the streets and internal sidewalks leading to the amenity area. The amenities for the development will be pedestrian scale public street frontage, playground area, grilling area, and a dog run area. Reduced front setbacks will bring the new homes in to a closer relationship to the street, further emphasizing the intimacy of the new neighborhood with a pedestrian scale common to the older adjacent neighborhoods. The development will have a decorative split rail fence running between the on Bridge Avenue and Powers Avenue. The apartments will have wall pack lighting to provide security lighting for the development.

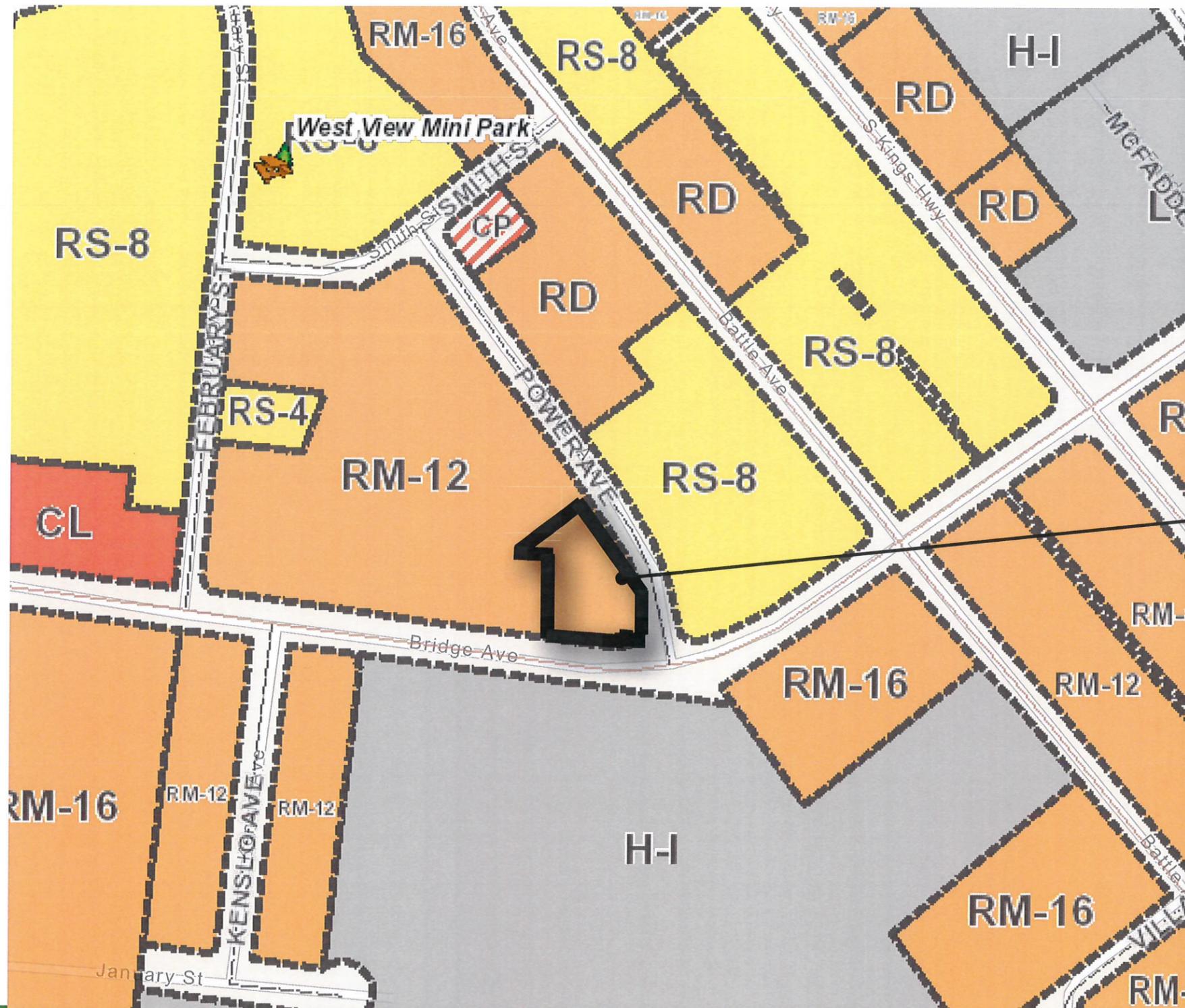
The homes will be painted brick and cement fiber board. The homes will have asphalt shingle roofing with vinyl trim and soffits. Townhomes with sides of the building facing the public right-of-way will have architectural details that will give the impression of a front facade through the use of additional windows, shutters and masonry details. The front facades will have staggered fronts in addition to the front porch entrances.

The subject property is currently zoned RM-12, and consists of 1.2 acres. The site is defined by Bridge Avenue to the south, Power Avenue to the east, and private residences to the west and north. The subject property will be accessed by two driveways onto Power Avenue. The owner of the property currently owns a rental home on the subject property and anticipates removing the structure in the second phase of construction. The property has a 40' MED electrical easement running through it. No buildings are allowed within the easement. Solid waste will be managed by a private hauler and the City solid waste service will not be utilized.

Zoning Map

Bridge Avenue Village

PLANNED RESIDENTIAL DEVELOPMENT



The subject property is zoned RM-12. The property is surrounded by a wide variety of zoning classifications:

North = RM-12 + RD

West = RM - 12

South = H-I

East = RS-8 & RM-16

SITE

Utility Map

Bridge Avenue Village

PLANNED RESIDENTIAL DEVELOPMENT



SITE

The Subject property is served by:

Water is provided by Murfreesboro Water Resources.

Access is along Power Avenue.

Electric is provided by Murfreesboro Electric Department.

Sewer is provided by Murfreesboro Water Resources.

LEGEND

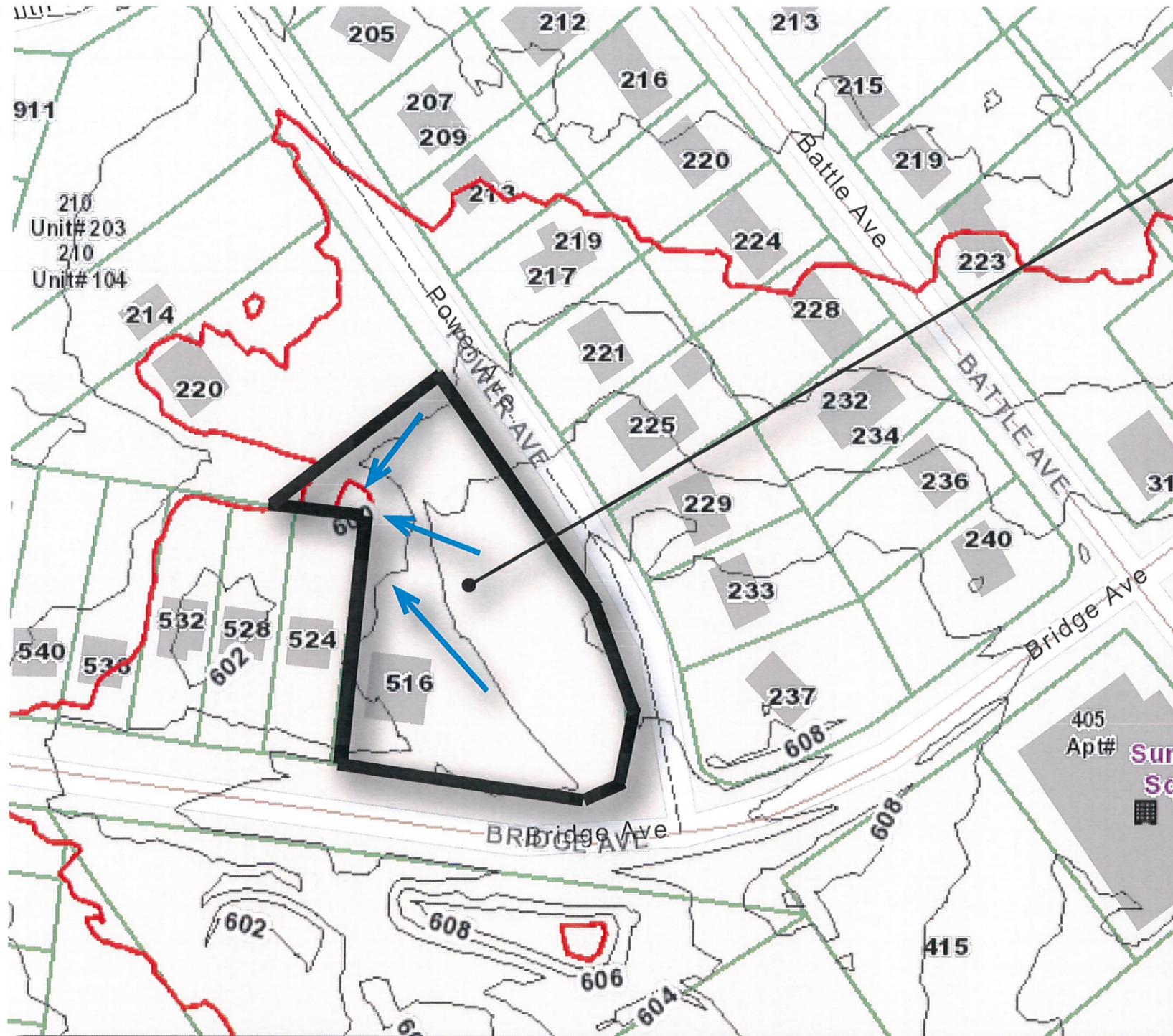
Water ————

Sewer —————>

Topography & Drainage Map

Bridge Avenue Village

PLANNED RESIDENTIAL DEVELOPMENT



SITE

The subject property has approximately 8' of grade change across the site draining from east to west with a depression in the southwest corner of the site. The low portion of the property will be used for stormwater ponds.

LEGEND

- Drainage Direction 
- 2' Contours 
- 10' Contour 

Aerial Map

Bridge Avenue Village

PLANNED RESIDENTIAL DEVELOPMENT



This aerial photograph shows the subject site embedded in an existing neighborhood that is several blocks deep. Directly across from the subject property to the south is an MED substation. MED has a 40' power line easement running through the subject property.

Site

MED Substatiion

Aerial Location Map

Existing Conditions

Bridge Avenue Village PLANNED RESIDENTIAL DEVELOPMENT



View looking at subject property from Power Avenue looking southwest



View of home adjacent to the subject property looking southwest



View of powerlines running through the subject property looking west



View of park down the street from the subject property looking east



View of townhomes a block away from the subject property



View of home across from the subject property looking southeast

Existing Conditions

PLANNED RESIDENTIAL DEVELOPMENT



View of Bridge Avenue driving past the subject property



View of substation across from subject property looking east



View looking into subject property from Bridge Avenue looking west



View of existing home on subject property to be removed



View of senior living facility across from subject property looking east

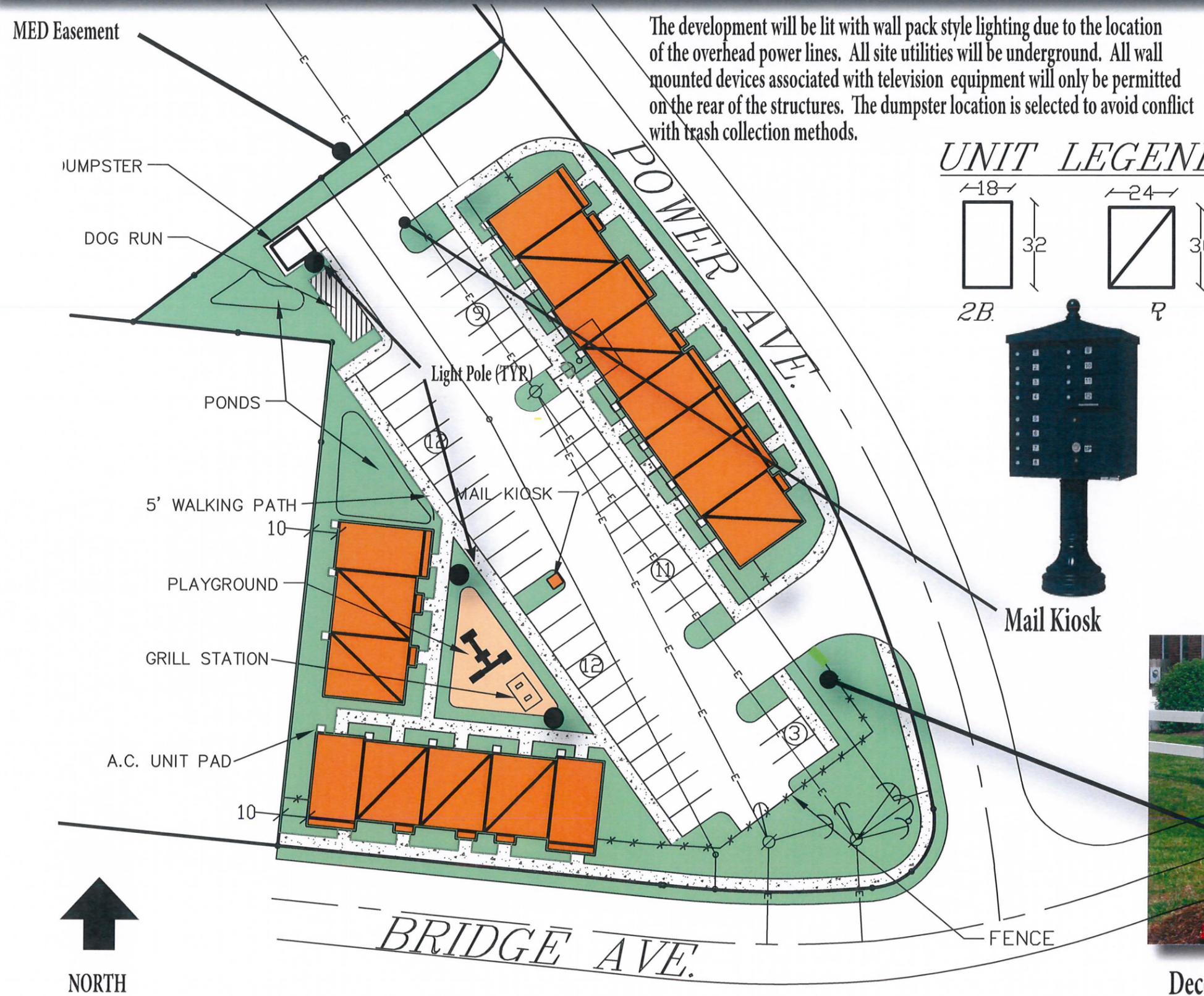


View of surrounding neighborhood homes

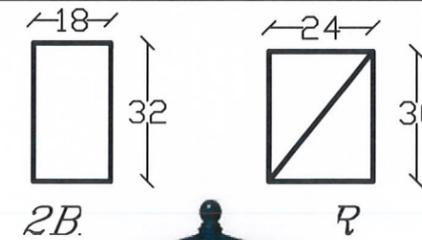
Bridge Avenue Village

PLANNED RESIDENTIAL DEVELOPMENT

Site Plan



UNIT LEGEND



Mail Kiosk

	A	B	C	D
1	SETBACKS	RM-12	PRD	DIFFERENCE
2	FRONT SETBACK	30'	10'	20'
3	SIDE SETBACK	10'	5'	5'
4	REAR SETBACK	25'	10'	15'

Site Data:

Average: 1.2 Acres

Proposed units: 16

Density: $16/1.2 = 13.3$ units per acre

8 (3 Bedrooms) Units @ 3.3 spaces per unit = 26.4

8 (2 Bedrooms) Units @ 2.2 spaces per unit = 17.6

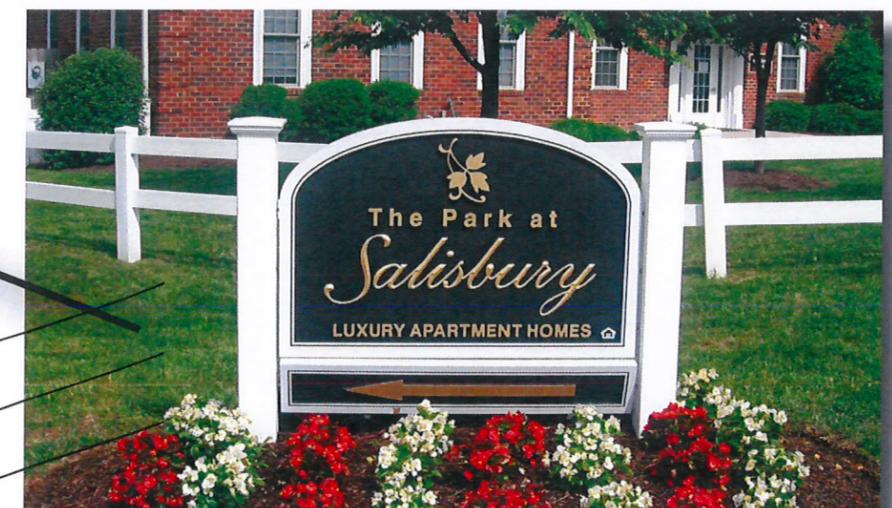
44 Spaces Required

45 Spaces Provided

Single Family Attached Home : 1000 min. sq. of living area

Horizontal Property Regime Ownership

All owners are required to belong to the HOA



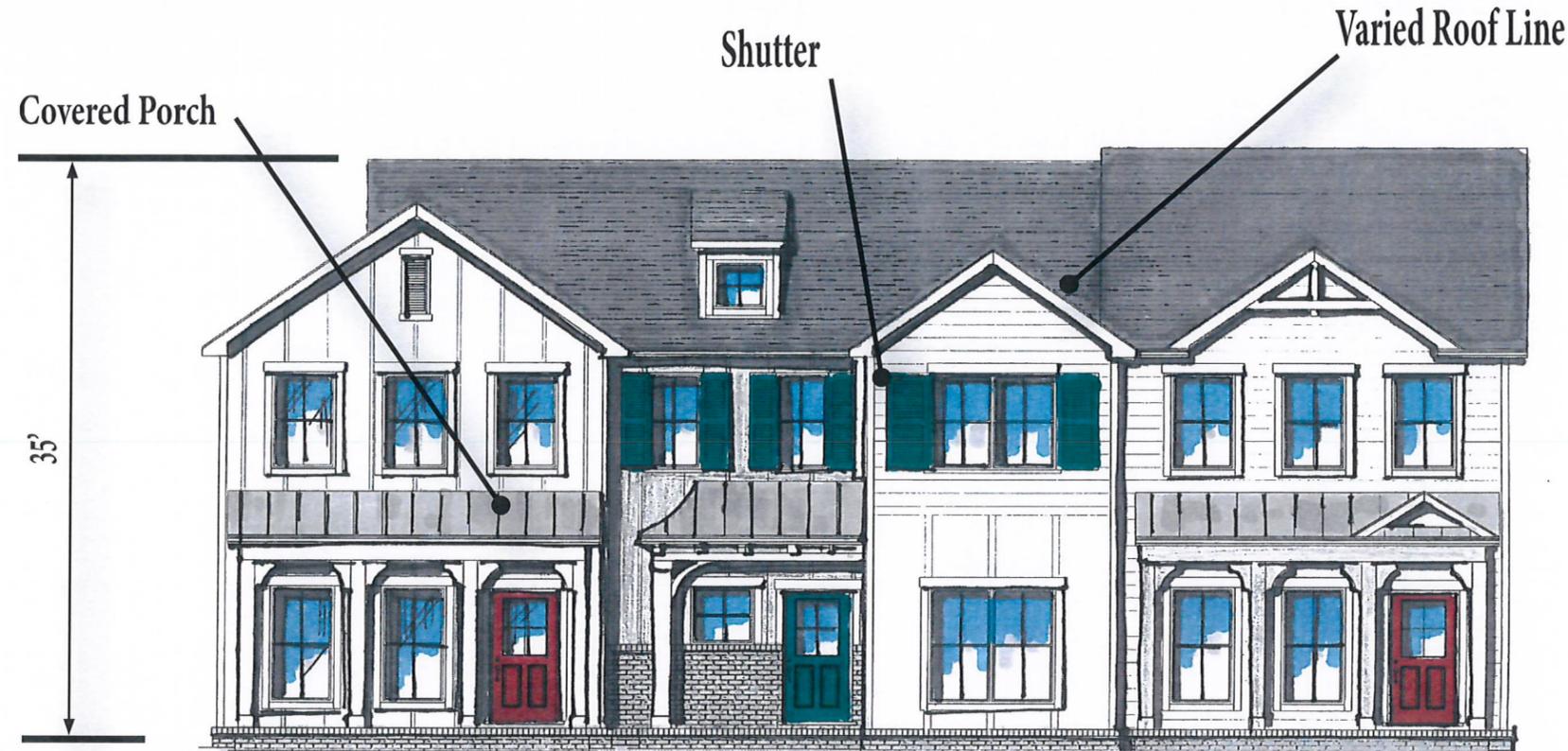
Decorative Signage and Fencing



Architectural Elevation

Bridge Avenue Village

PLANNED RESIDENTIAL DEVELOPMENT

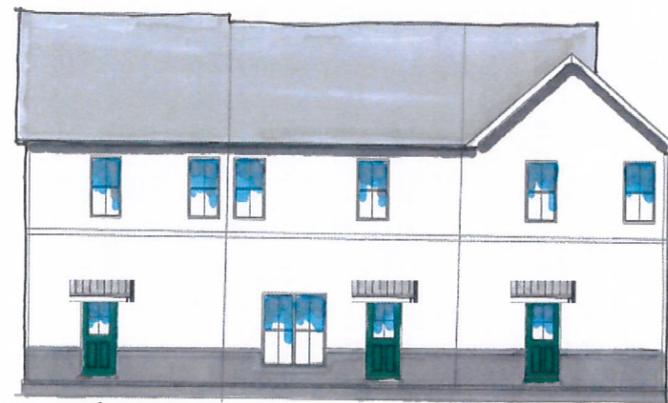


Architectural Materials - 100% Masonry Buildings with
 Front Elevation: Various styles of Cement Fiber Board and Brick
 w/Aluminum fascia and vinyl soffits.
 Porches will not be allowed to be used as storage space and shall
 be enforced by the HOA.

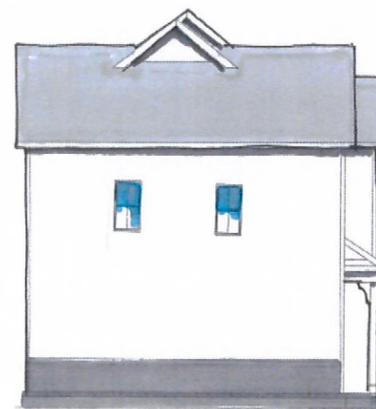


Color Palette

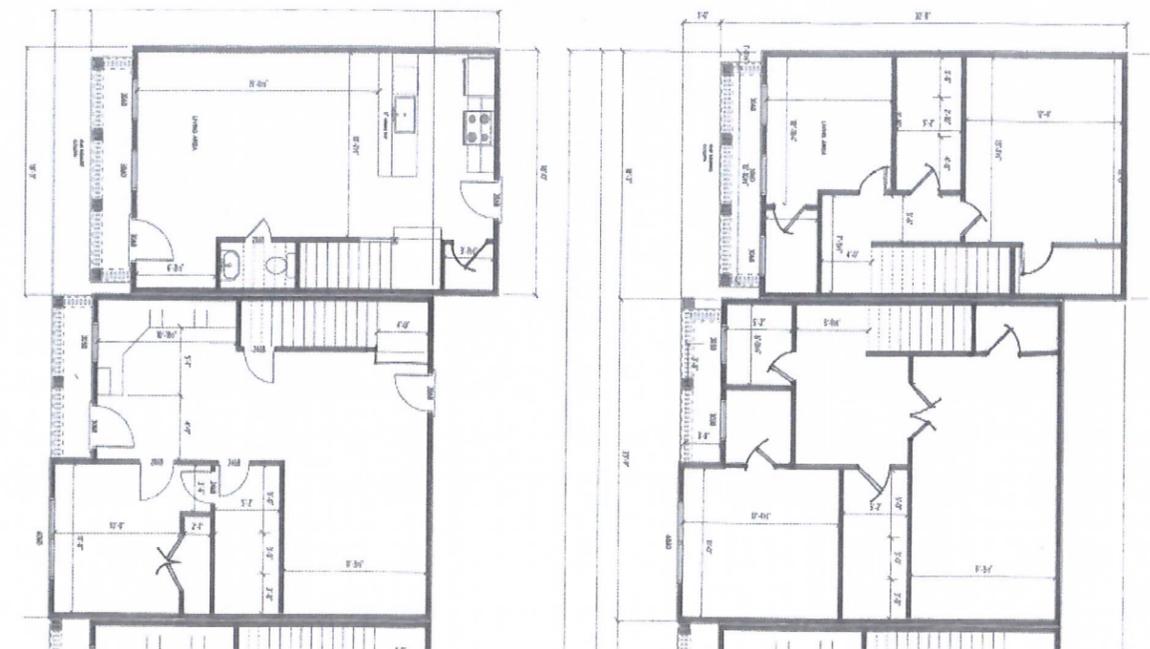
Front Elevation



Rear Elevation

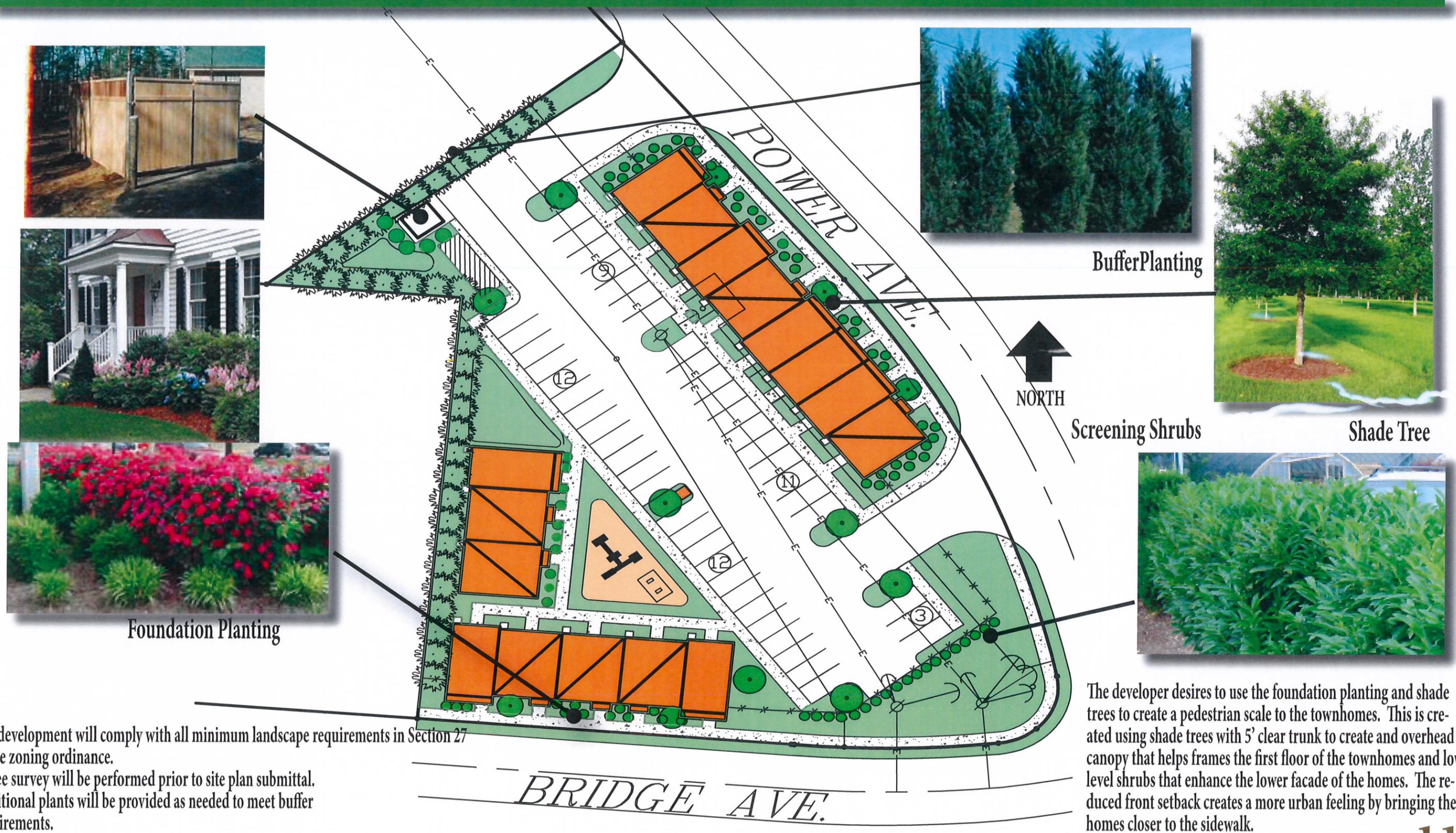


Side Elevation (Matching both sides)



Floor Plans

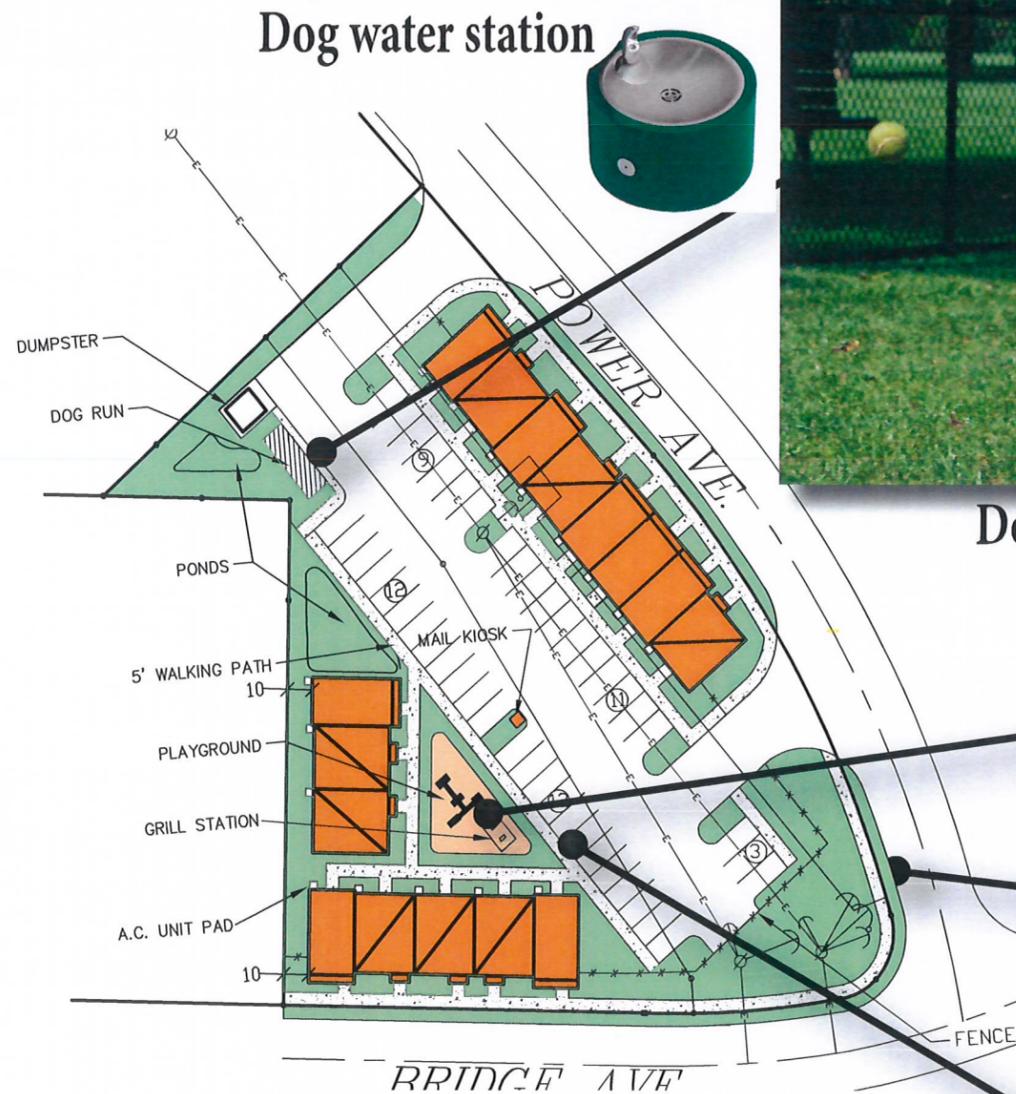
Conceptual Landscape Plan



The development will comply with all minimum landscape requirements in Section 27 of the zoning ordinance. A tree survey will be performed prior to site plan submittal. Additional plants will be provided as needed to meet buffer requirements.

The developer desires to use the foundation planting and shade trees to create a pedestrian scale to the townhomes. This is created using shade trees with 5' clear trunk to create an overhead canopy that helps frame the first floor of the townhomes and low level shrubs that enhance the lower facade of the homes. The reduced front setback creates a more urban feeling by bringing the homes closer to the sidewalk.

Amenity Areas



Dog water station



Dog Run



Playground



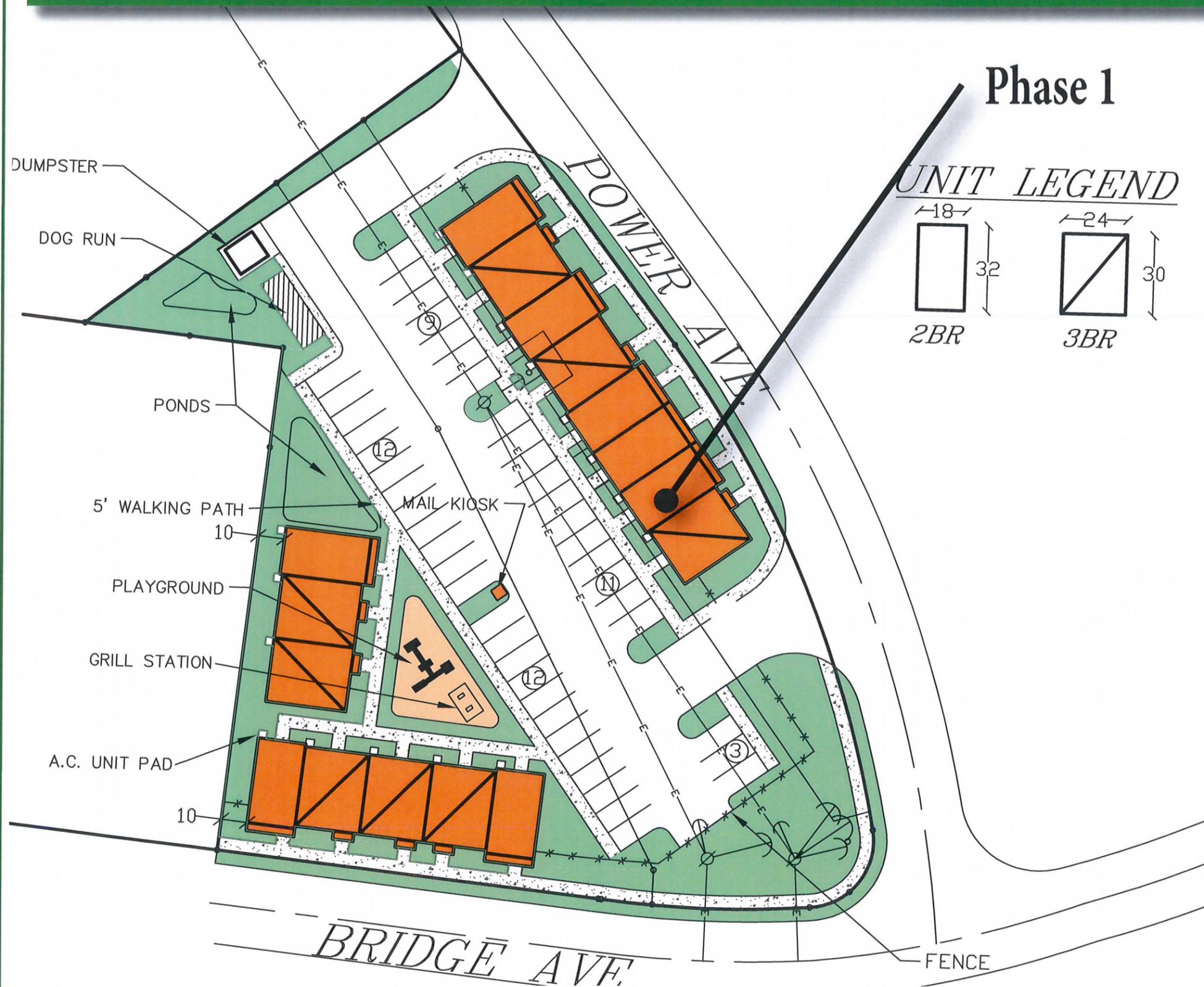
Grill



Decorative Bench

The developer of the Bridge Avenue Village Townhomes is committed to creating a high quality of life for the residents. With this goal in mind an amenity area is designed in the master plan and will provide a gathering area pavilion for the residents and a small playground for children to enjoy.

Phasing Plan

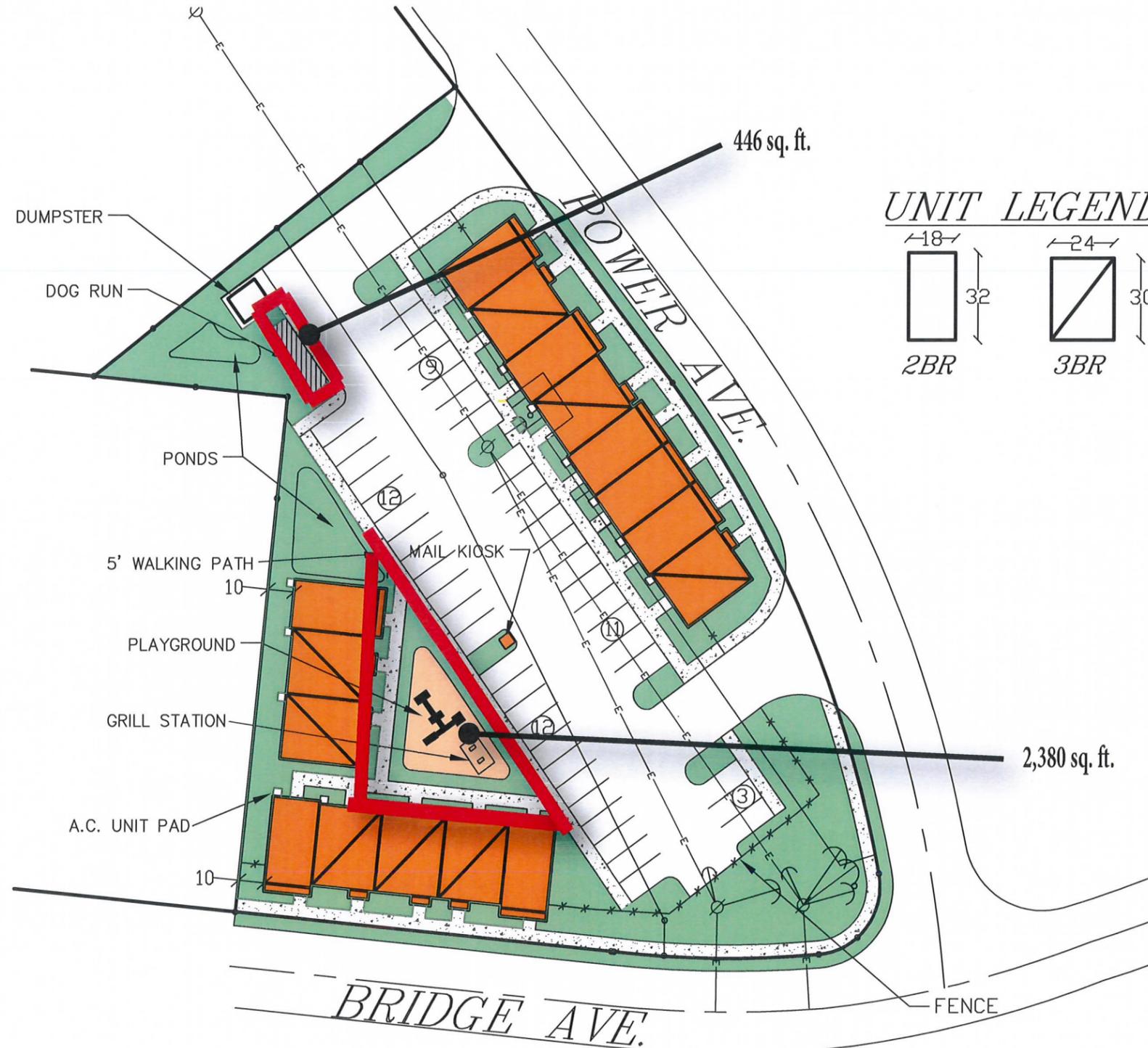


The development will be completed in one phase as agreed upon by the owner and the Planning Commission.

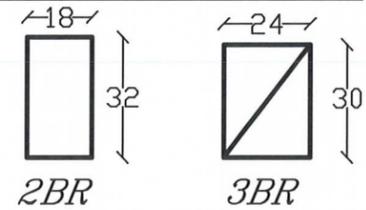


Open Space Plan

Bridge Avenue Village PLANNED RESIDENTIAL DEVELOPMENT



UNIT LEGEND



TOTAL LOT SIZE	54,863	1.2 AC.
OPEN SPACE REQUIRED	10,972	
OPEN SPACE PROVIDED	18,612	
FORMAL OPEN SPACE REQUIRED	2,743	
FORMAL OPEN SPACE PROVIDED	2,826	

Formal open space provides a more structured environment and is quantified by 5% of the developable area, which is approximately 2,743 square feet. The development provides 2,826 square feet of formal open space.

The common open space will be maintained by the HOA.



Development Standards

Development Standards:

Development will include (16) 2-story tall residential townhomes
 The maximum building height of 35'-0"
 There will be (8) 2 bedroom units and (8) 3 bedroom units
 The units will have 45 parking spaces
 Solid waste will be through a private hauler with an on-site dumpster - height of equipment will not exceed 21' and the powerlines are 28' in height
 Sidewalks will be provided on Bridge Avenue and Powers Avenue
 All new site utilities will be underground, there are overhead powerlines in the MED easement
 Identification signage will located on Powers Avenue
 Street lights will be standard Murfreesboro Electric Department poles and lights
 Mail delivery will be accommodated via a mail kiosk
 Common open space will be maintained by an H.O.A.
 All townhomes owners will be required to be a member of the H.O.A.
 The development will be managed by an H.O.A.
 All parking will be screened from the public right-of-way by landscaping
 Buildings elevations will have well articulated front elevations with details responding to the pedestrian scale of the neighborhood
 All HVAC will be on the back of the units
 Parking will comply with the Murfreesboro' zoning ordinance for uses that comply with this PRD
 Telecommunication and television equipment shall be located of the rear of the proposed buildings
 Front porches on the townhomes will not be used for storage
 The townhomes will not be used for home based businesses where additional parking would be required
 Cars must be operable to be parked on site
 No camper or trailer storage will be allow on site

CPTED features:

The site will be lit with wall pack lighting on the buildings, two post mounted area lights will light up the playground area and a post light by the dumpster.
 All landscaping will be trimmed to allow clear site lines into the site
 The development will have a 6' wooden privacy fence along the southern and eastern property lines
 A 4 foot split rail fence will run along the front corner of the development to discourage non-residents walking through the development

Minimum Building Setbacks:

Front: (Bridge Avenue)	15- feet
(Powers Avenue)	8-feet
Side:	10-feet
Rear:	25-feet

Allowable Uses:

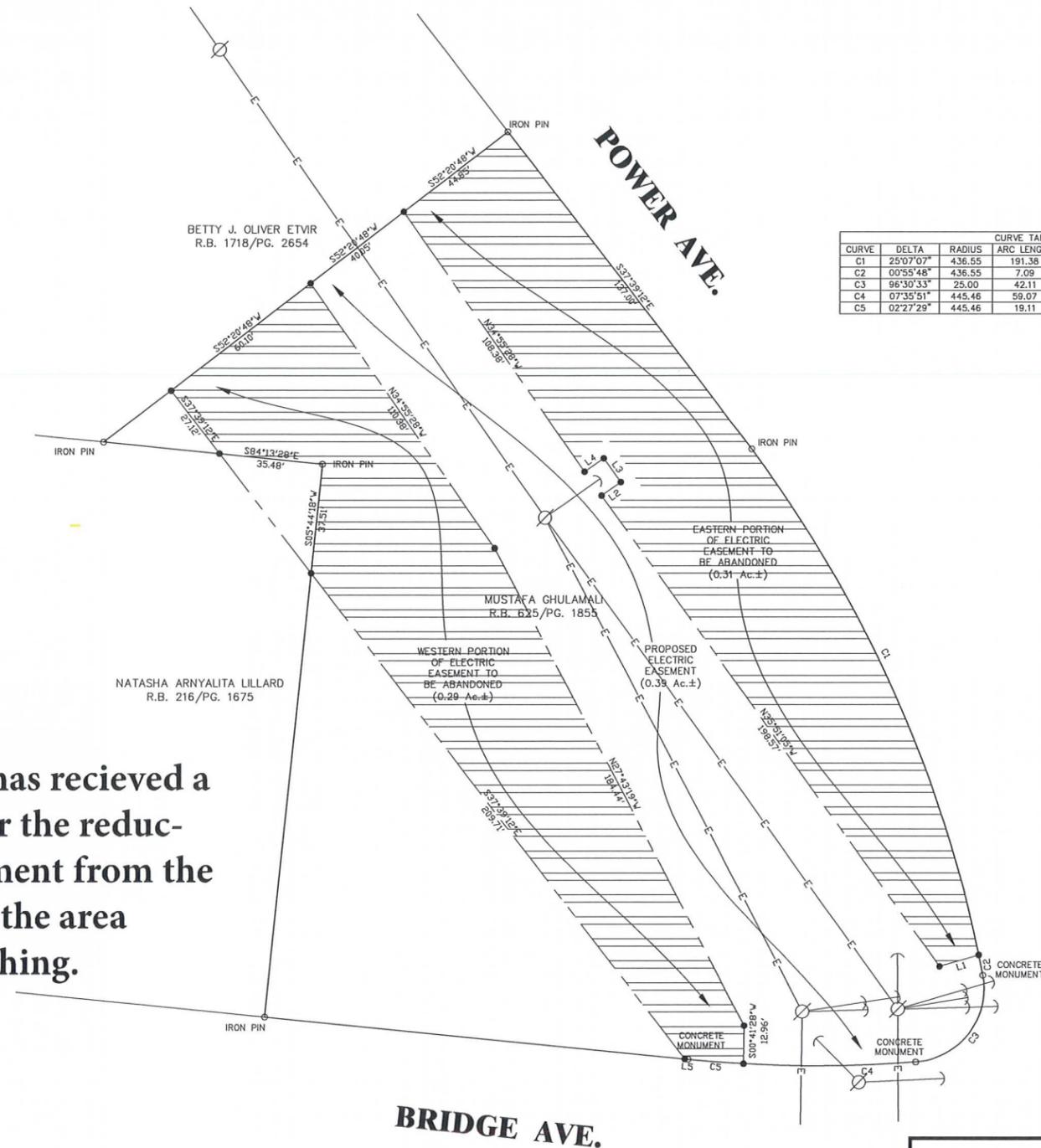
There will be no other allowable uses permitted with the PRD

Building Elevation Materials:

Brick
 Fiber cement board planks, lap siding and board and batten
 Vinyl trim and soffit
 Architectural materials and colors will be reviewed at the time of site plan submittal by Murfreesboro planning staff and the planning commission

Mandatory Referral Document

Bridge Avenue Village PLANNED RESIDENTIAL DEVELOPMENT



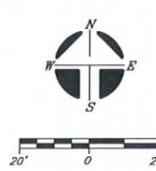
CURVE TABLE				
CURVE	DELTA	RADIUS	ARC LENGTH	CHORD BEARING
C1	25°07'07"	436.55	191.38	S24°19'53"E
C2	00°55'48"	436.55	7.09	S11°18'26"E
C3	98°30'33"	25.00	42.11	S37°24'44"W
C4	07°35'51"	445.46	59.07	S89°27'56"W
C5	02°27'29"	445.46	19.11	N85°30'24"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S73°37'07"W	13.85
L2	N54°36'44"E	7.96
L3	N35°23'16"W	10.00
L4	S54°36'44"W	7.96
L5	S84°16'39"E	1.14

The subject property has received a mandatory referral for the reduction of the CUD easement from the cross hatched area, to the area showing no cross hatching.

NOTE:
BASED ON A SURVEY BY RAYMON
L. GARRETT PROVIDED BY CLIENT

LEGEND FOR MONUMENTS
 I.P.S. O IRON PIN SET
 I.P.F. O IRON PIN FND.
 O RAILROAD SPIRE
 + FENCE
 ● SURVEY POINT
 Δ NAIL
 ■ CONC. MARKER FND.



HUDDLESTON-STEEL
ENGINEERING INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

EXHIBIT
MUSTAFA GHULAMALI
 PROPERTY
 TAX MAP 0910, GROUP D, PARCEL 10.00
 CITY OF MURFREESBORO, TENNESSEE
 DATE: JUNE 2019 SCALE: 1"=20' SH. 1 OF 1

Planned Development Criteria & 2035 Plan

General Applicability Per Section 13 - Planned Development Regulations

1. **Ownership and division of land:** *The site is owned by the developer identified on Sheet 1, The lot is currently zoned RM-12 in the City of Murfreesboro.*
2. **Waiver of BZA action:** *No BZA actions will be required.*
3. **Common open space:** *18,612bs.f. area will be common open space and 2,826 encompasses the playground area and counted as formal open space.*
4. **Accessibility to site:** *The property is accessible from Power Avenue.*
5. **Off street parking .** *See Sheet 8 for parking calculations*
6. **Pedestrian circulation:** *Sidewalks will be constructed on subject property as a result of this project.*
7. **Privacy and screening:** *See Sheet 10*
8. **Zoning and subdivision modifications proposed:** *A PRD is being requested for the subject property.*
9. **Phasing:** *The project shall be completed in one phase. See Sheet 12*
10. **Annexation:** *No annexation is required for this site.*
11. **Landscaping:** *The town home development will be designed to meet all minimum landscaping requirements outlined in Section 27 of the Zoning Ordinance.*
12. **Major Thoroughfare Plan:** *The PRD is consistent with the Major thoroughfare plan utilizing Bridge Avenue as the primary access to the site.*
13. **Applicant contact information:** *Contact information is located on Sheet 1.*
14. **Proposed Signage:** *Any signage that would be introduced in the future would be consistent with the masonry architectural elements of the town homes.*

Section 13 – Project Development Criteria Requirements

1. **Identification of existing utilities:** *Shown in pattern book on Sheet 4*
- 2/3. **Graphics, renderings, maps and or aerial photography showing existing conditions and natural features of the site:** *Shown in pattern book Sheet, 3-7.*
- 4/5. **Drawing and/or diagrams identifying areas of development, proposed buildings, screening, proposed landscaping and pedestrian and vehicular circulation:** *Shown in pattern book Sheet 8.*
6. **Development schedule:** *Construction is projected to begin once all zoning and site planning is approved by the City. See Sheet 12 for potential phasing.*
7. **Relationship of the planned development to current city polices and plans:** *The development is consistent with the growth in the area. The density of the proposed town homes is slightly above the recommended density however, the infill nature of this project and the neighborhood characteristics make the Bridge Avenue Village Town homes a nice fit in a neighborhood that is showing signs of revitalization.*
8. **Proposed deviation from zoning and subdivision ordinance:** *See Sheet 8.*
9. **Site tabulation data for land area, FAR, LSR, and OSR:** *See schedule below.*
10. **The nature and extent of any overlay zones as described in Section 24 and 34:** *No overlays affect this development.*

TOTAL SITE AREA	54,863
TOTAL MAXIMUM FLOOR AREA	21,906
TOTAL LOT AREA	54,863
TOTAL BUILDING COVERAGE	10,941
TOTAL PARKING AREA COVERAGE	20,118
TOTAL LIVING SPACE	22,500
TOTAL OPEN SPACE	18,612
FLOOR AREA RATIO (F.A.R.)	0.39
LIVABILITY SPACE RATIO (L.S.R.)	2
OPEN SPACE RATIO (O.S.R.)	1.03

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**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice Chair
Eddie Smotherman
Warren Russell
Chase Salas
Jennifer Garland
Ronnie Martin

STAFF PRESENT

Donald Anthony, Planning Director
Matthew Blomeley, Assistant Director
Margaret Ann Green, Principal Planner
Dianna Tomlin, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Sam Huddleston, Executive Dir. Of Dev. Services
Carolyn Jaco, Recording Assistant
Adam Tucker, City Attorney

Chair Kathy Jones called the meeting to order after determining there was a quorum. The minutes of the June 5, 2019, and June 19, 2019, Planning Commission meetings were approved as submitted.

Public Hearings

Zoning application [2019-415] for 2,348 lots (approximately 920 acres), as shown on accompanying map, to be rezoned City Core Overlay (CCO), Murfreesboro Planning Department applicant. Mr. Donald Anthony began by explaining the City of Murfreesboro has been working on the expansion of the City Core Overlay district over a year. The text for the City Core Overlay district has been reviewed by the Planning Commission a few months back and it is now being reviewed by City Council. The City Core Overlay amendment text follows closely with the Historic District, the approved North Highland Avenue Study, and the Historic Bottoms Study. Between the approved studies and the Zoning Map Amendment there have been seven City Core Overlay meetings with various groups, meetings with downtown business owners, and outreach efforts to discuss the vision for the downtown area.

Continuing, Mr. Anthony explained to the public whom were attending the meeting the process for public notices being mailed out for tonight's public hearing. Information had been provided to the public on the local TV Channel 3, our City website, and an advertisement had been placed

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**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

Mr. Ken Halliburton made a motion to approve subject to all staff comments, seconded by Mr. Ronnie Martin. There was one abstention made by Chair Kathy Jones. The motion passed.

Zoning application [2019-404] for approximately 1.2 acres located along Bridge Avenue and Power Avenue to be rezoned from RM-12 to PRD (Bridge Avenue Villages PRD), Mustafa Shaban applicant. Ms. Dianna Tomlin summarized the staff report, which had been made available to the Planning Commission in their agenda packet.

Mr. Clyde Rountree and Mr. Mustafa Shaban were in attendance to represent the applicant. Mr. Rountree came forward to begin a power point presentation from the applicant's program book. He made known the applicant has owned the property for many years, and, there is an existing rental home on the property.

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

Mr. Eddie Smotherman made known in the applicant's pattern book on several pages the proposed fenced was going across the sidewalk and the proposed fence would go all the way to the road. Mr. Smotherman asked for the sidewalk and fence to be corrected. Mr. Rountree stated he would make the necessary changes. Mr. Ken Halliburton wanted to know what would happen to the existing rental residence when Phase 1 was completed. Mr. Rountree answered that the applicant would like to keep the rental home as long as possible. Mr. Halliburton asked when the rental for the home would end with this proposed development concept. Mr. Halliburton requested clarification on the rental home for the two different Phases. The Planning Commission began discussing the details of the development making known their concerns with the rental property. Mr. Clyde Rountree stated he had just spoken with the applicant, who agrees to change the proposal to be developed into one complete phase. Mr. Blomeley said the demolition plans should be submitted with the construction plans for any development.

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

Ms. Jennifer Garland made a motion to approve subject to all staff comments including the following:

- This development would occur as one complete phase.
- Revise the location of the fence and the sidewalk extension.

The motion was seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.

Zoning application [2019-418] for approximately 0.4 acres located along North Maple Street and West Lokey Avenue to be rezoned from RD to PRD (Maple Key Townhomes PRD), Buford Powell applicant. Ms. Dianna Tomlin summarized the staff report, which had been made available to the Planning Commission in their agenda packet.

Mr. Clyde Rountree was in attendance to represent the applicant. Mr. Rountree came forward to begin a power point presentation from the applicant's pattern book. He stated this is a good fit in the City Core Overlay and would be developed in two phases.

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

Mr. Chase Salas commented, this proposal would not fit in the CCO if it had been approved. This development would exceed the height requirements beside the neighboring properties. Mr. Rountree answered the third floor would include a cover area that could be used as outdoor living space with a structure.

Mr. Warren Russell continued discussions on what could or could not be developed if the City Core Overlay had passed. He commented, this proposal would not be approved if the CCO had passed even though it is a beautiful structure. He wishes the people who had attended the meeting earlier this evening had stayed so they would understand a little bit more what the CCO is all about. Mr. Donald Anthony stated, what is being proposed at this corner lot would be in a certain

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ORDINANCE 19-OZ-28 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 1.2 acres along Bridge Avenue and Power Avenue from Residential Multi-Family Twelve (RM-12) District to Planned Residential Development (PRD) District (Bridge Avenue Village PRD); Mustafa Shaban, applicant [2019-404].

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 be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and 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 referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

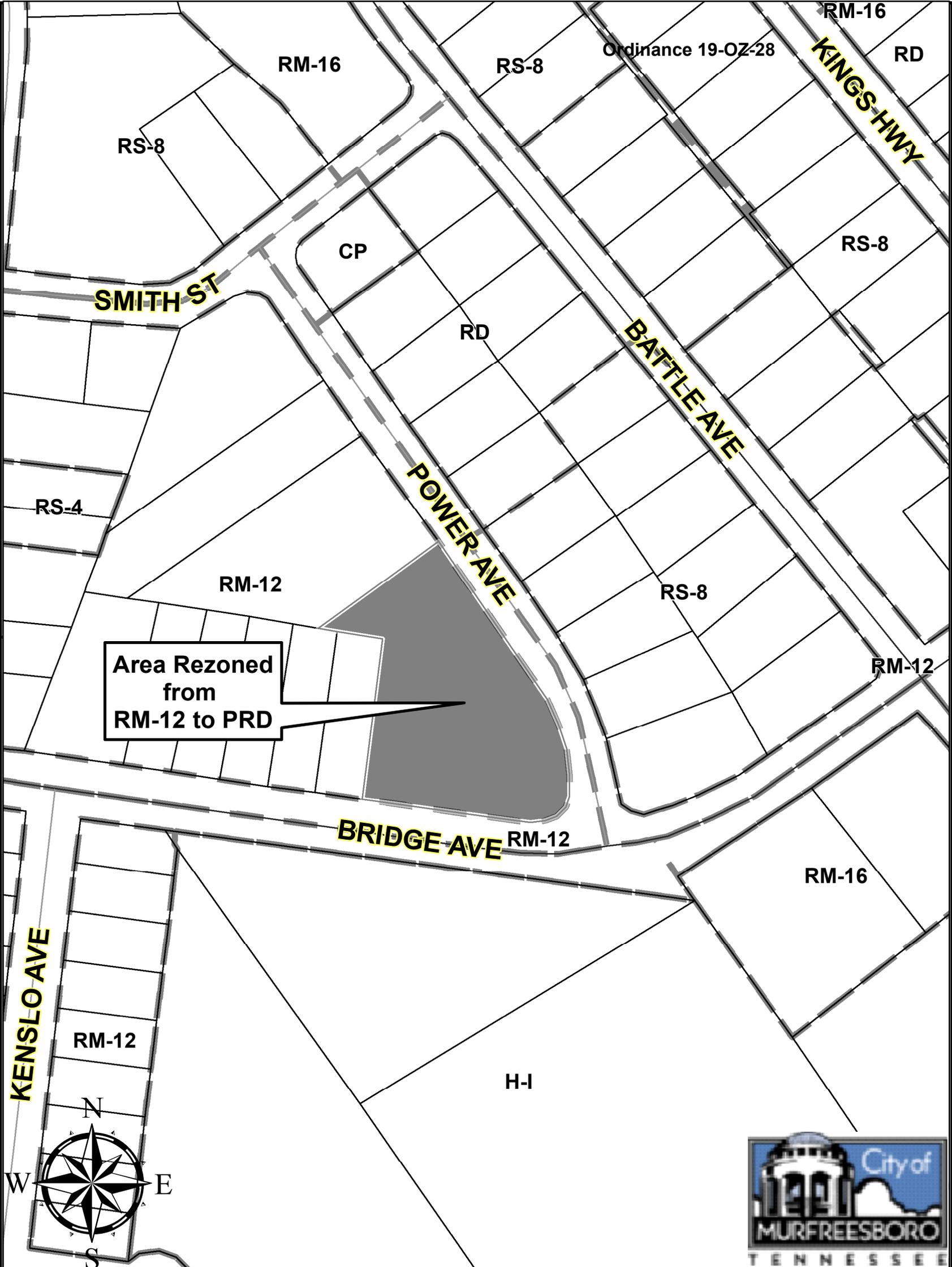
ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

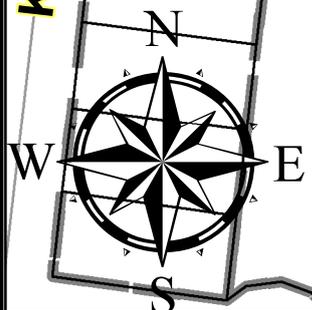
Adam F. Tucker
City Attorney

SEAL



Area Rezoned
from
RM-12 to PRD

Ordinance 19-OZ-28



COUNCIL COMMUNICATION

Meeting Date: 8/22/19

Item Title: Rezoning approximately 2.5 acres located along West Northfield Boulevard
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 2.5 acres located along West Northfield Boulevard and Sulphur Springs Road.

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 7-0.

Background Information

Henry and Linda Brendle presented a zoning application [2017-439] for approximately 2.5 acres to be rezoned from RS-10 (Single-Family Residential District 10) to PCD (Planned Commercial District). During its regular meeting on July 10, 2019, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval subject to several conditions. The pattern book was revised after Planning Commission to demonstrate compliance with the Planning Commission's conditions of approval.

Council Priorities Served

Engaging Our Community

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

Attachments:

1. Ordinance 19-OZ-26
2. Maps of the area
3. Planning Commission staff comments from 7/10/19 meeting
4. Planning Commission minutes from 7/10/19 meeting (in draft form)
5. PCD pattern book (Sanders Corner PCD)
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 10, 2019**

4.d. Zoning application [2019-439] for approximately 2.5 acres located along West Northfield Boulevard and Sulphur Springs Road to be rezoned from RS-10 to PCD (Sanders Corner PCD), Henry & Linda Brendle applicants. (project planner- Margaret Ann Green).

The subject property is located north of West Northfield Boulevard and west of Sulphur Springs Road. The property is 2.5 acres and is identified on Tax Map 080F Group A Parcel 018.00. The contiguous surrounding properties are zoned RS-10 and are a part of established, single-family residential neighborhoods. Sinking Creek and its floodway are located directly east, just across Sulphur Springs Road. Just beyond Sinking Creek is a developed multi-family residential community (Saddlebrook). Northfield Elementary school is about 500 feet to the east of the subject property. The property to the south is zoned PCD (Northfield Village PCD) to allow self-storage and commercial development.

The property is zoned RS-10 (Single-Family Residential District) which permits single-family residential dwelling units with a minimum of 10,000 square feet and several institutional uses. The applicant wishes to rezone the property to PCD (Planned Commercial District) to sell the property with a commercial development entitlement. The property is 2.5 acres and allows two commercial buildings with a reduced rear setback (reduced from 20-feet to 15-feet). The PCD commits to not having service areas along the rear to help mitigate the impacts to adjacent single-family residential uses. A maximum of two buildings (9,006 square feet and 6,951 square feet) is permitted with two-story appearance. The buildings are designed to transition from the residential uses to the north to this commercial node.

Below is a list of uses proposed to be PERMITTED

- Adult Day Care Center
- Adult Day Care Home
- Animal Grooming Facility
- Art and Photo Gallery
- Bakery
- Barber Shop
- Book Shop
- Business and Communication Services
- Carry-out restaurant
- Catering Establishment
- Clothing Store
- Delicatessen
- Dry Cleaning
- Flower Shop
- Health Club
- Interior Design
- Karate Instruction
- Medical Laboratories
- Neighborhood Shopping Center
- Offices
- Optical Dispensaries
- Pet Shop
- Pharmacy
- Photo Finishing
- Reducing and Weight Control Service
- Restaurant
- Specialty Shop
- Specialty-Limited Restaurant
- Veterinary Clinic
- Veterinary Office

Below is a list of uses proposed to be PROHIBITED:

- Adult Cabaret
- Adult Entertainment
- Adult Motel
- Adult-only Bookstore
- Adult-only Motion Pictures Theater
- Airport/Heliport
- Amusements, Commercial Outdoor Motorized
- Amusements, Commercial Outdoor Motorized Except Carnivals
- Cemetery
- Drive-in-Theater
- Family Crisis Center
- Family Violence Shelter
- Fireworks Retailer
- Fraternity/ Sorority
- Kennels
- Laundry, Self-Service
- Livestock Auction
- Lumber, Building Material
- no drive-thru
- Pain clinic
- Pawn Shop
- Pet Cemetery
- Pet Funeral Home
- Plasma donation center
- Quick cash
- Rap Parlor
- Salvage and Surplus Merchandise
- Sauna
- Tattoo Parlor
- Tavern (however, restaurants serving alcoholic beverages shall be permitted)
- Taxidermy Studio
- Temporary Mobile Recycling Center
- Tobacco and E-Cigarettes or Vaporized Sales
- Towing

The Planning Commission should review the uses permitted and add to or remove those they think may be more appropriate.

Future Land Use Map

The Murfreesboro 2035 Future Land Use Map indicates that Auto Urban Residential (AUR) uses are the most appropriate land use for the subject property. The proposed zoning does not appear to be consistent with the *Future Land Use Map*.



Future Land Use Map

LAND USES

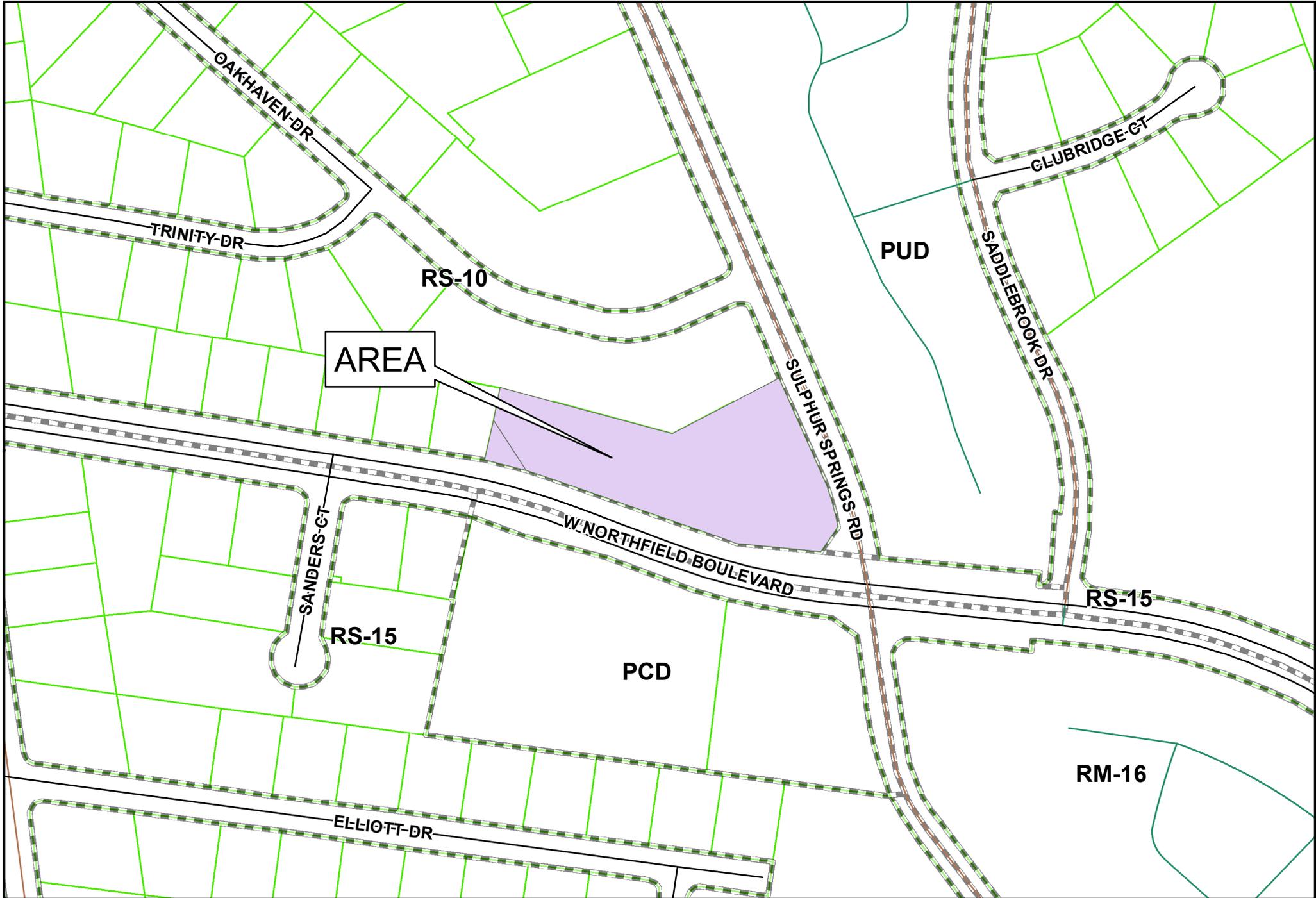
Proposed Land Uses

	<i>Undeveloped</i>
	<i>Parks</i>
	<i>Suburban Estate</i>
	<i>Suburban Residential</i>
	<i>Auto Urban Residential</i>
	<i>Multi Family Residential</i>
	<i>General Commercial</i>
	<i>Neighborhood Commercial</i>
	<i>Urban Commercial / Mixed Use</i>
	<i>Central Business District</i>
	<i>Business Park</i>
	<i>Light Industrial</i>
	<i>Heavy Industrial</i>
	<i>Public / Institutional</i>

This designation pertains to current and future residential development and includes detached residential dwellings; attached housing types (subject to compatibility and open space standards, e.g., duplexes, triplexes, townhomes, patio homes); planned developments (with a potential mix of housing types and varying densities, subject to compatibility and open space standards), etc. The density proposed within this area is 3.54 to 8.64 dwelling units per acre.

A neighborhood meeting was held on Tuesday, June 25, 2019 at Kingwood Heights Church of Christ.

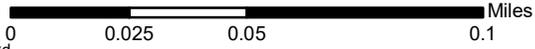
The Sanders Corner PCD program book is included with the agenda materials. The Planning Commission will need to conduct a public hearing prior to formulating a recommendation to City Council.



Rezoning Request Along Sulphur Springs Road and West Northfield Boulevard
 RS-10 to PCD (Sanders Corner PCD)



Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, TN 37130
murfreesborotn.gov/planning



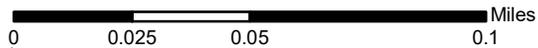


AREA

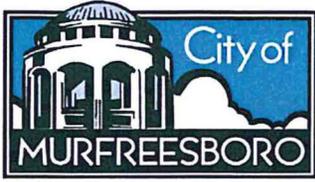
Rezoning Request Along Sulphur Springs Road and West Northfield Boulevard RS-10 to PCD (Sanders Corner PCD)



Planning Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
murfreesborotn.gov/planning



REZONING APPLICATION FORM



T E N N E S S E E

Creating a better quality of life

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

Received
Planning Department
SEP 28 2017
111 West Vine Street
Murfreesboro, TN 37130

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: Henry and Linda Brendle

Address: 119 Lakewood Circle City/State/Zip: Smyrna, TN 37167

Phone: 615-962-2393 E-mail address: lindabrendle@att.net

PROPERTY OWNER: Family of Dr. W.J. Sanders/Louise S. Brendle

Street Address or property description: 1207 Sulphur Springs Rd / Murfreesboro

and/or Tax map #: 080F Group: A Parcel (s): 018.00

Existing zoning classification: Single Family Residential

Proposed zoning classification: CH/CF Acreage: 2.5

Contact name & phone number for publication and notifications to the public (if different from the applicant): Clyde Rountree Huddleston-Steele
E-mail: crountree

APPLICANT'S SIGNATURE (required): Linda Brendle

DATE: ~~8-2-17~~ 9-11-17 LCB

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

Date received: 9/20 MPC YR.: 17 MPC #: 2017-439

Amount paid: 600 Receipt #: 364136

Revised 1/2010

Sanders Corner

SHEET INDEX

PLANNED COMMERCIAL DEVELOPMENT

1. PROJECT SUMMARY
2. PROJECT SUMMARY
3. ZONING MAP
4. UTILITIES
5. EXISTING CONDITIONS
6. EXISTING CONDITIONS
7. AERIAL MAP
8. SITE
9. ARCHITECTURAL EXAMPLES
10. COMMERCIAL CENTER PERMITTED USES
11. COMMERCIAL CENTER PERMITTED USES
12. PHASING PLAN
13. PLANNED DEVELOPMENT CRITERIA



Plans Prepared By:

HS HUDDLESTON-STEEL
ENGINEERING, INC.

2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

RESUBMITTED FOR THE AUGUST 22, 2019 FOR THE CITY COUNCIL PUBLIC HEARING

Project Summary

Sanders Corner PCD

PLANNED COMMERCIAL DEVELOPMENT

In 1910, Dr. W. J. Sanders, MD, DDS, a prominent local dentist, and his wife, Fannie Adams Sanders, purchased a farm at what is now 1207 Sulphur Springs Road. The land was at the rear of Dr. Carl Adams' farm which fronted 231 Lebanon Hwy. Dr. Sanders set about improving the property for use in raising poultry and dairy cows, eventually becoming a founding member of The Rutherford County Co-Operative Creamery. The Sander's homeplace has remained family-owned for 3 generations over a total of 107 years.

The march of time and progress over the intervening years has whittled down the old homeplace to one small tract of about 2.5 acres. The widening and expansion of Northfield Blvd. and other development projects have carved away acreage so that all that remains is a small lot where the old family farmhouse still stands, but which is sadly no longer livable. The remaining land together with what is now Northfield Boulevard was once the site of Mrs. Sanders' famous flower garden which regularly drew eager visitors from as far away as Nashville.

The Sanders Family descendants feel enormous pride in the property and have a very strong desire to see their family legacy become the site of a high quality development that will benefit neighbors - and the larger community - for generations to come. The accompanying pattern book serves as a rough plan that will allow Sanders Corner to continue to provide service to Murfreesboro just as it has since Dr. and Mrs. Sanders purchased it over a century ago.

Project Summary

Sanders Corner PCD

PLANNED COMMERCIAL DEVELOPMENT

The 2.5 acre parcel of land has seen the expansion of West Northfield Boulevard to a four lane divided street. The family has decided that it was time to sell the property and the associated maintenance on the old family homestead. The surrounding area has grown significantly, and the property now represents a potential commercial development. The client desires to preserve the existing vegetation along the rear property line to buffer neighbors from the new development. The future occupants of the building are projected to be those providing community services. The property to the south is a future self-storage facility; the property to the east is an apartment complex, to the north and the west are single family residents. On September 11, 2017, a neighborhood meeting was conducted, and the meeting was well attended. Several concerns were expressed regarding the location of the building in relationship to two adjacent homes to the north and the west.

Planning and Engineering



2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

Huddleston-Steele Engineering, Inc.

Attention: Clyde Rountree, RLA

2115 N.W. Broad Street

Murfreesboro, TN. 37129

Phone: 615.893.4084

Owner's Representative

Larry Sims

10 North Public Square

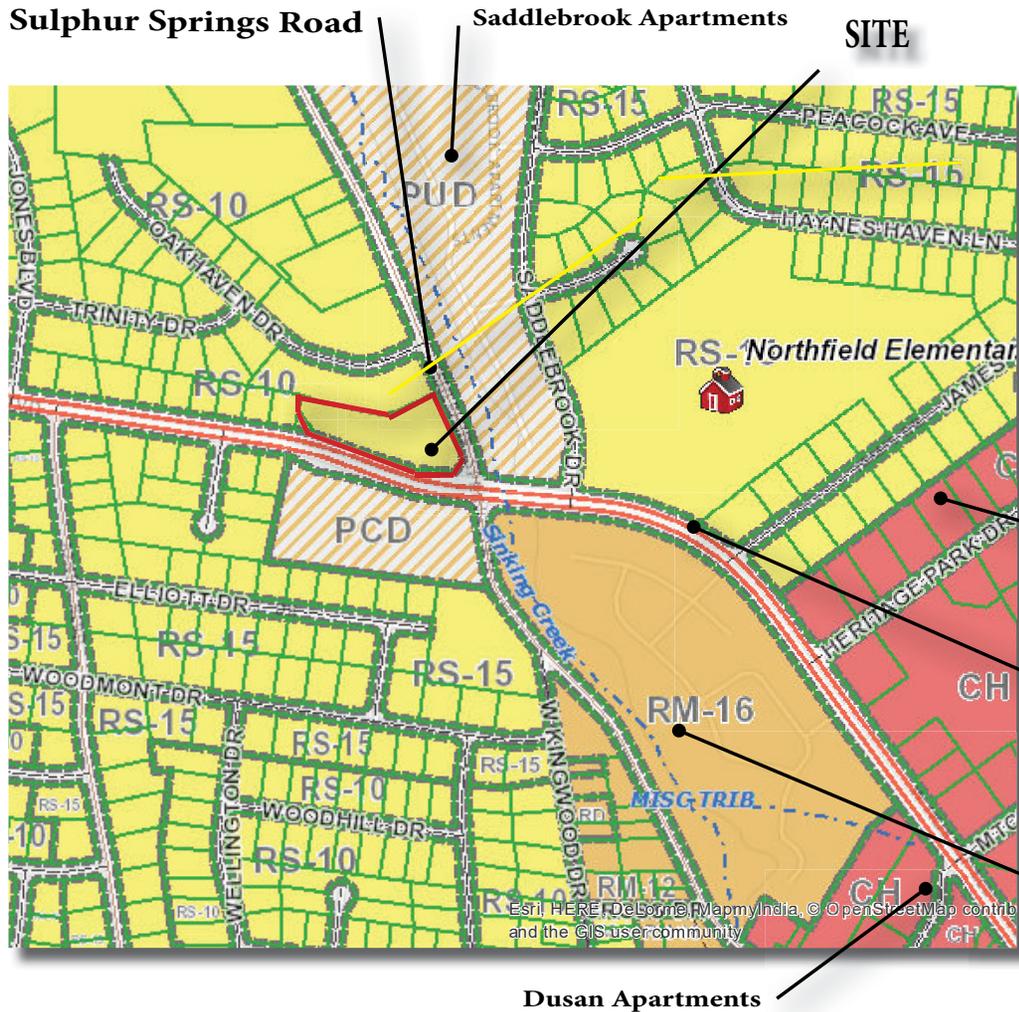
Murfreesboro, TN. 37130

(615) 893-5252

Zoning Map

Sanders Corner PCD

PLANNED COMMERCIAL DEVELOPMENT



The subject property is a 2.5 acre site, currently zoned RS-10 and located on the corner of West Northfield Boulevard and Sulphur Springs Road. The zoning application is for the property to be zoned PCD.

Adjacent zoning includes:
RS-10 to the north;
PUD to the east;
PCD to the south; and
RS-10 to the west

Heritage Square

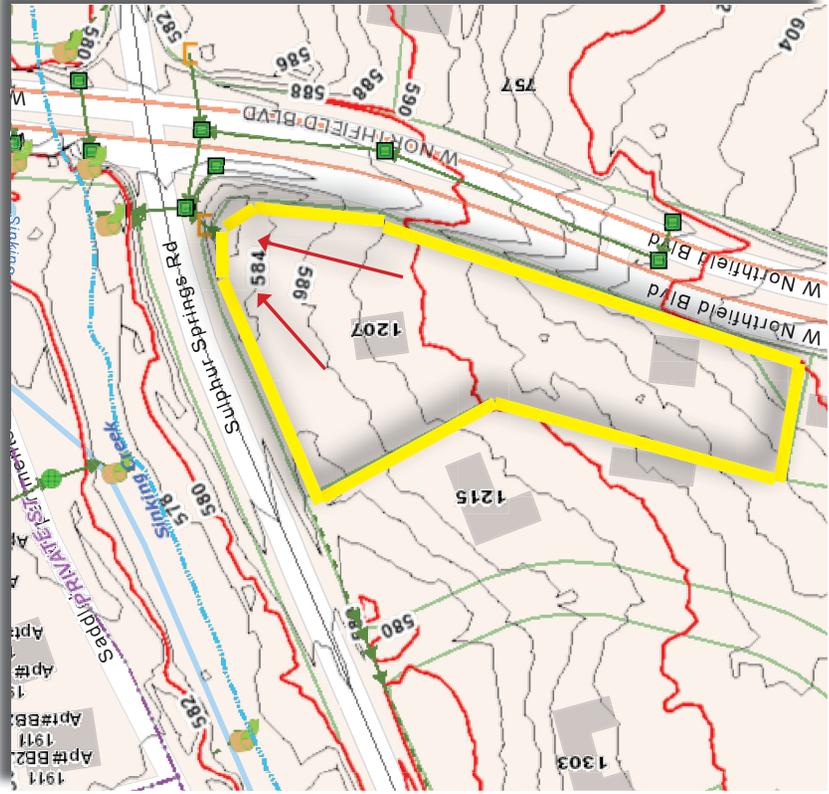
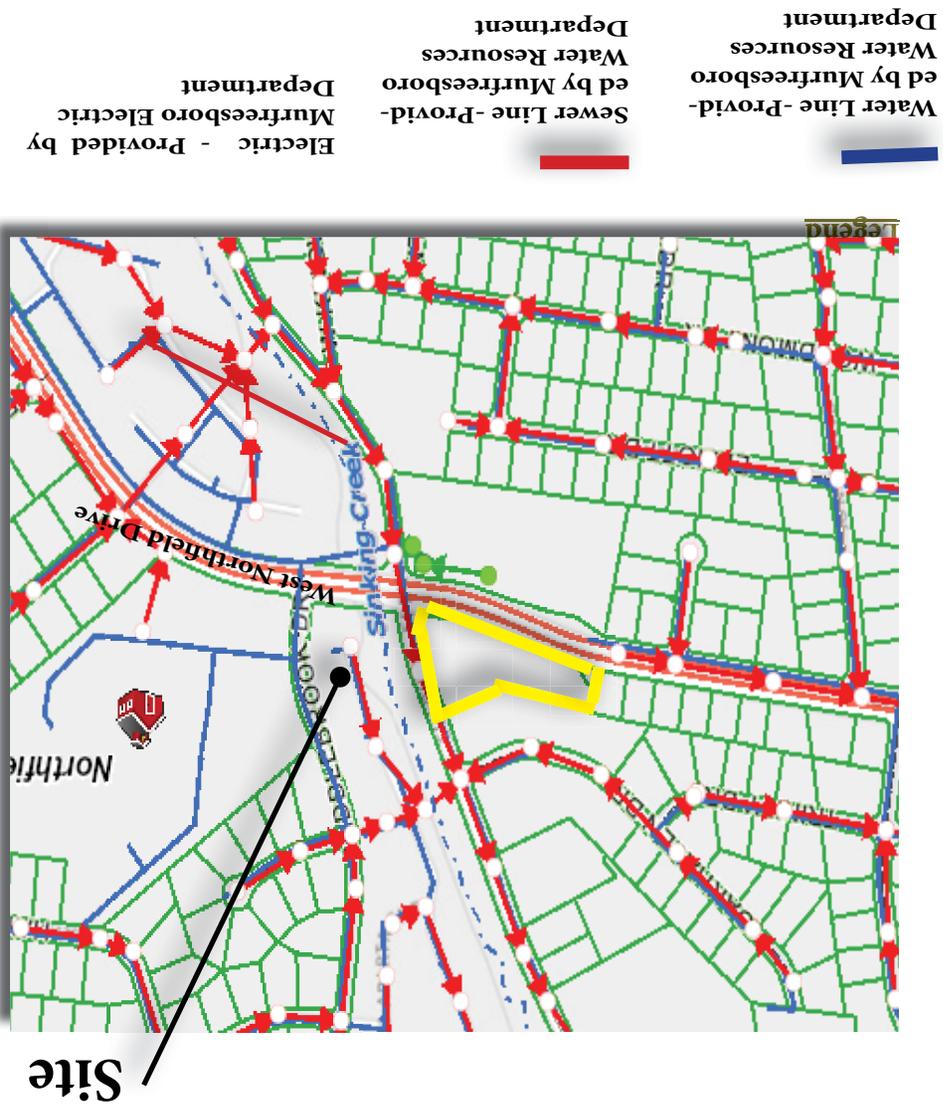
West Northfield Boulevard

Haynes Heaven Apartments

Dusan Apartments

Sanders Corner PCD PLANNED COMMERCIAL DEVELOPMENT

Utilities & Topography &



H HUDDESTON-STEEL ENGINEERING, INC.
 2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
 TELEPHONE: 615-893-4084 FAX: 615-893-0080

Existing Conditions

Subject Property



View looking west on West Northfield Boulevard

Subject Property



View looking east on West Northfield Boulevard

Subject Property



View looking east on West Northfield Boulevard

Subject Property

Median Cut



View of intersection of Sulpher Springs and West Northfield Boulevard



View looking north from West Northfield Boulevard into the subject property



View of median cut along West Northfield Boulevard

Existing Conditions

Sanders Corner PCD

PLANNED COMMERCIAL DEVELOPMENT



View of the front of the existing home to be removed



View of the rear of the existing home



View along northern property line



Home

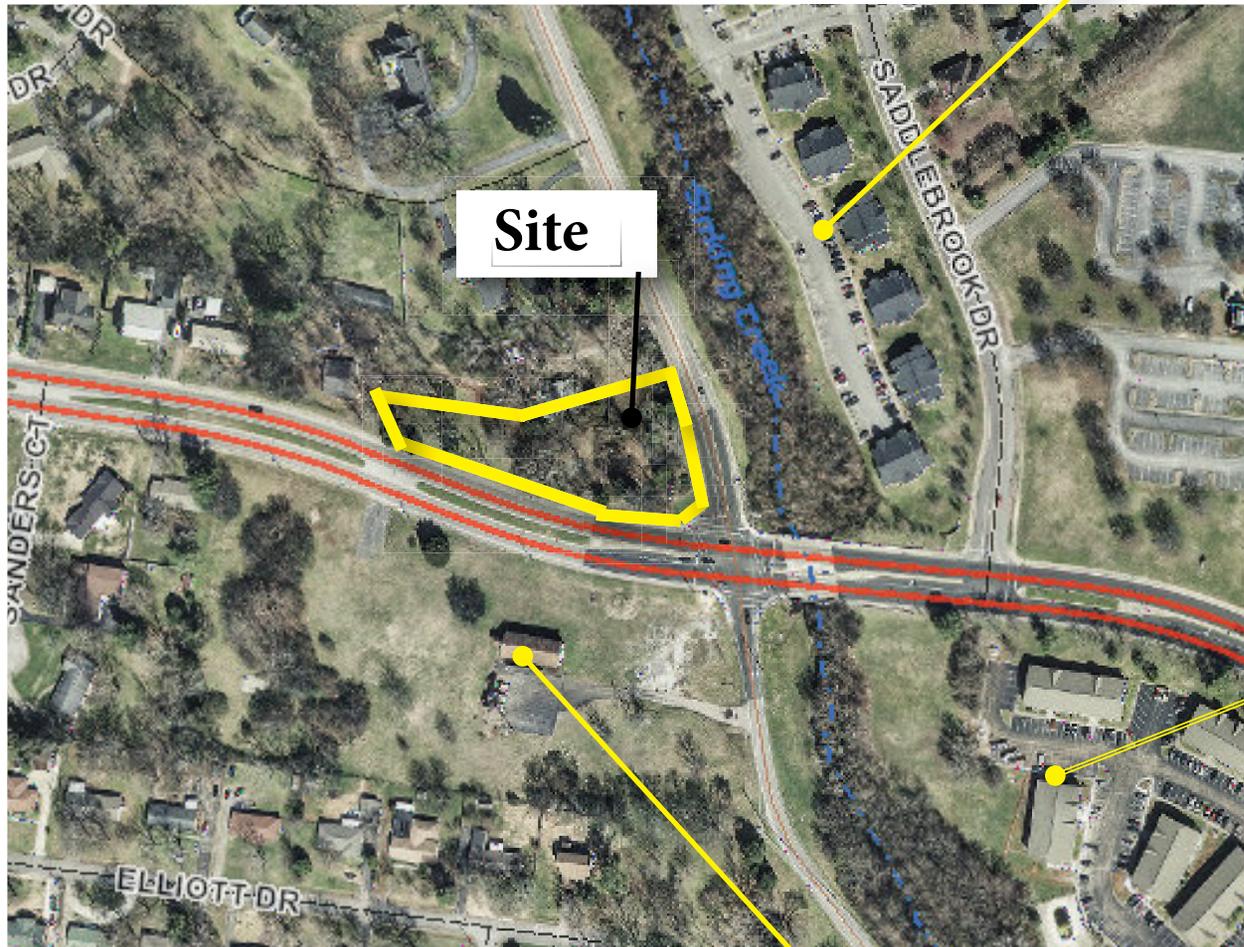
View of existing home from West Northfield Boulevard



View of existing site character

Aerial Map

Sanders Corner PCD PLANNED COMMERCIAL DEVELOPMENT



Saddlebrook Apartments

The location of the subject property is acting as a transition from the apartment complexes to the east to the single family homes to the north and west. The land to the south has been approved for a self facility.

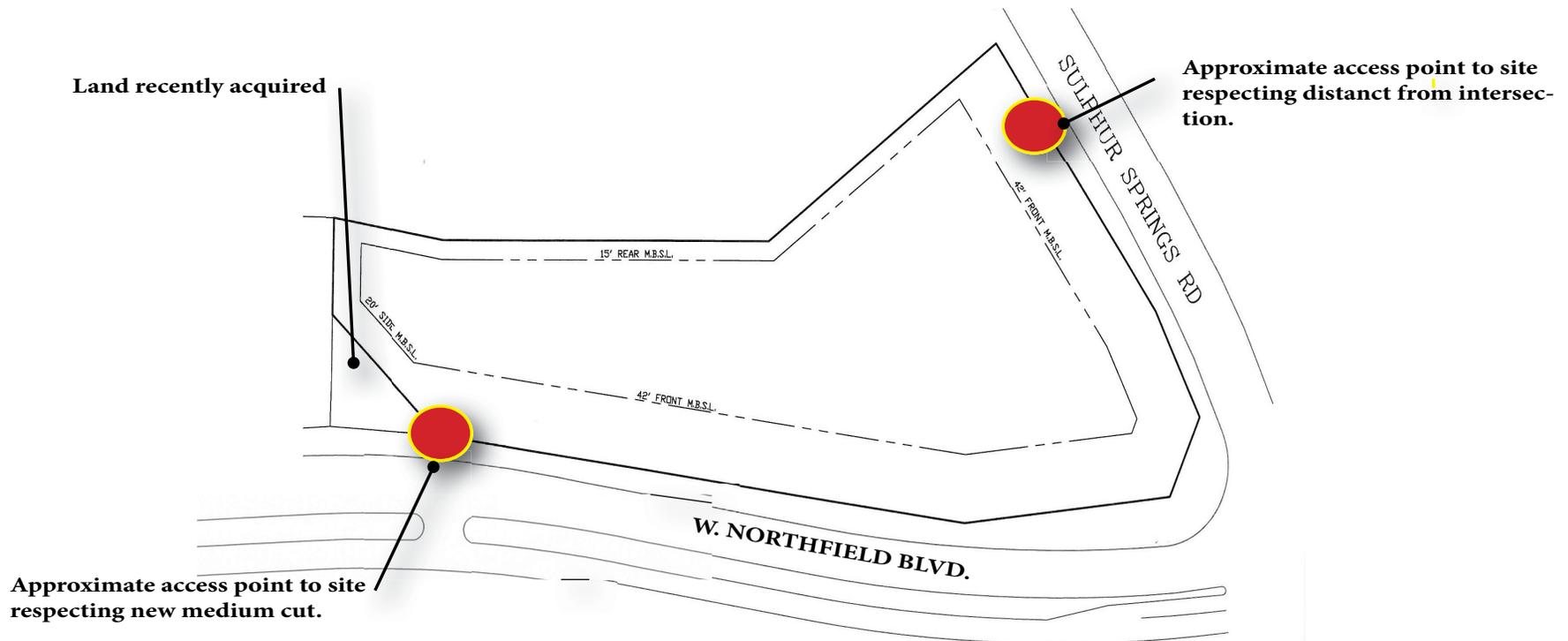
Haynes River Apartments

Vacant church, future home of proposed self storage facility and outparcel

Sanders Corner PCD

PLANNED COMMERCIAL DEVELOPMENT

Site



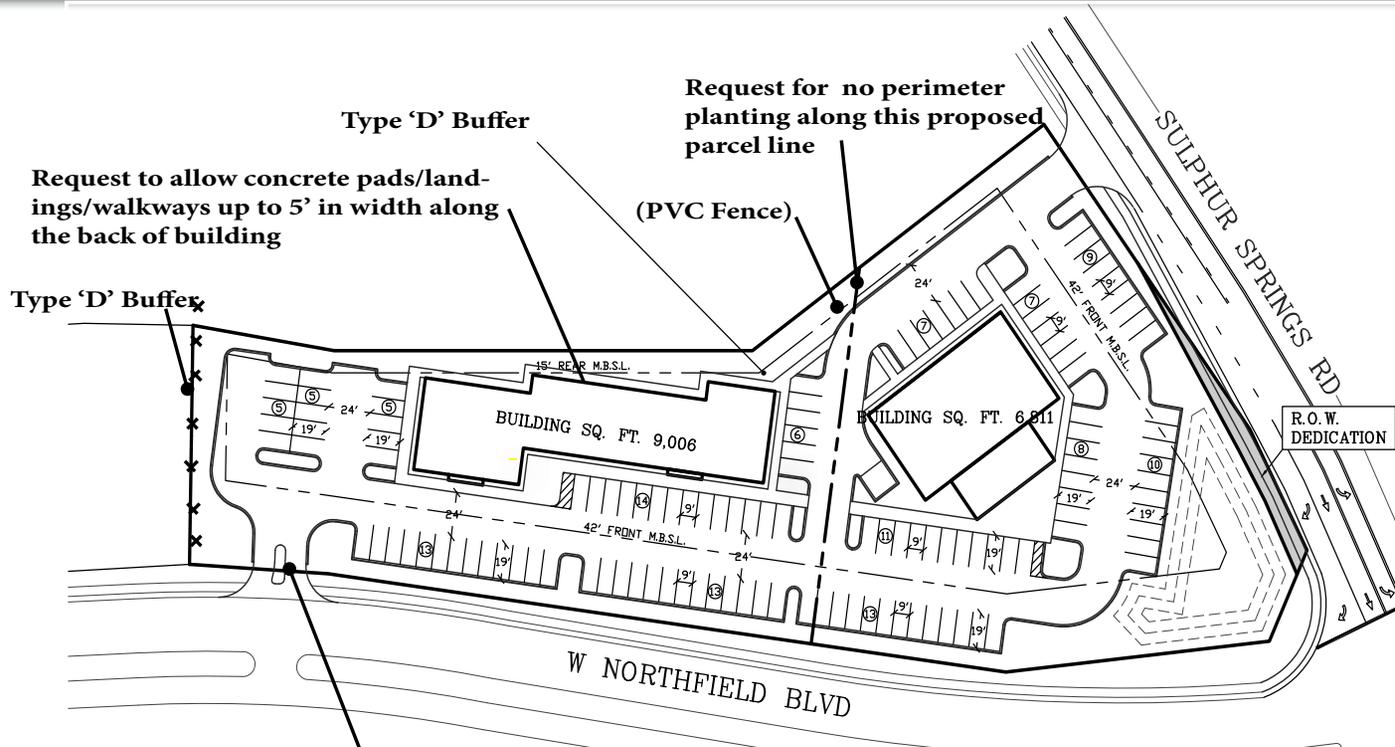
Site Data:

Area: 2.5 Ac. = 108,900 sq. ft.

CF Comparison	PCD
Front Setback: 42' required	42' Provided
Rear Setback: 20' required	15' Provided (5' Reduction)
Side Setback: 10' required	10' Provided

SHUDDLESTON-STEELE
ENGINEERING, INC.

Concept Master Plan



No left hand turn out, right out only

OFF STREET PARKING

Building Schedule	Parking Requirement	Space Required	Space Provided
Bldg. #1 9,006	1 space/250 S.F.	36	54
Bldg. #2 6,951	1 space/100 S.F.	69	69

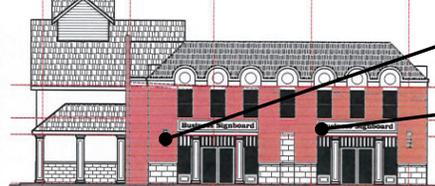
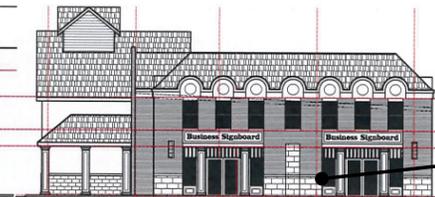
The subject property had the above conceptual master plan developed to illustrate the development potential of the property. The plan shows two distinct commercial buildings with a maximum development of potential of approximately 16,000 sq.ft. with a parking capacity of approximately 114 spaces. As noted in the master plan the entrance off of West North Northfield Boulevard will be aligned with a new median cut that will serve a new storage building across the street by the subject property. It was also determined that the developer will be limited to the above mentioned building square footage and parking capacity although the development can be laid out differently from the conceptual master plan.

Architectural Character

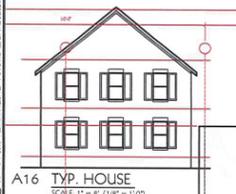
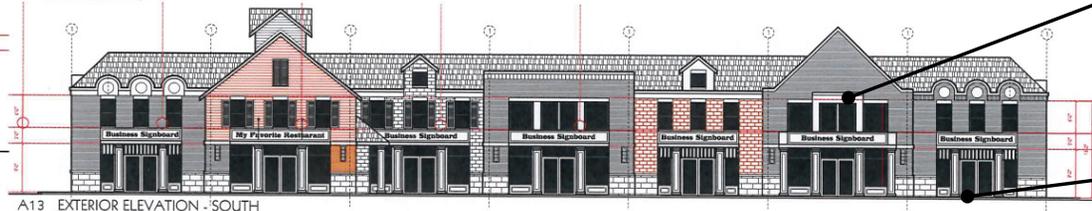
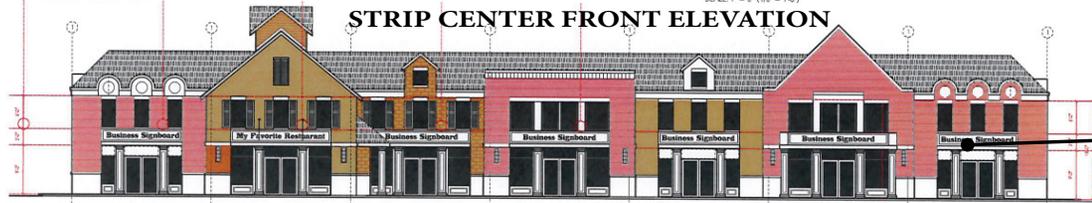
CORNER BUILDING - FRONT AND SIDE ELEVATION



J16 MATERIAL SAMPLES
NOT TO SCALE



STRIP CENTER FRONT ELEVATION



Store Front Glass

Metal Awning

Signage

Note: Building have a two story appearance but will only be one story with a max height of 35'

Masonry Products

Varied Roof Lines

Defined Base

The proposed building will be designed to have a scale that is fitting as a transition into a residential area from the commercial development to the east along West Northfield Boulevard. The "in and out" articulation of the front facades adds visual interest and reduces the overall scale of the buildings. The unguating roof lines provide visual interest and reduce the scale of the buildings. The materials are designed to provide the buildings with defined bases and strong curb appeal. The building materials will be a combination of brick, stone, glass and metal.

Commercial Center Permitted Uses

Sanders Corner PCD

PLANNED COMMERCIAL DEVELOPMENT

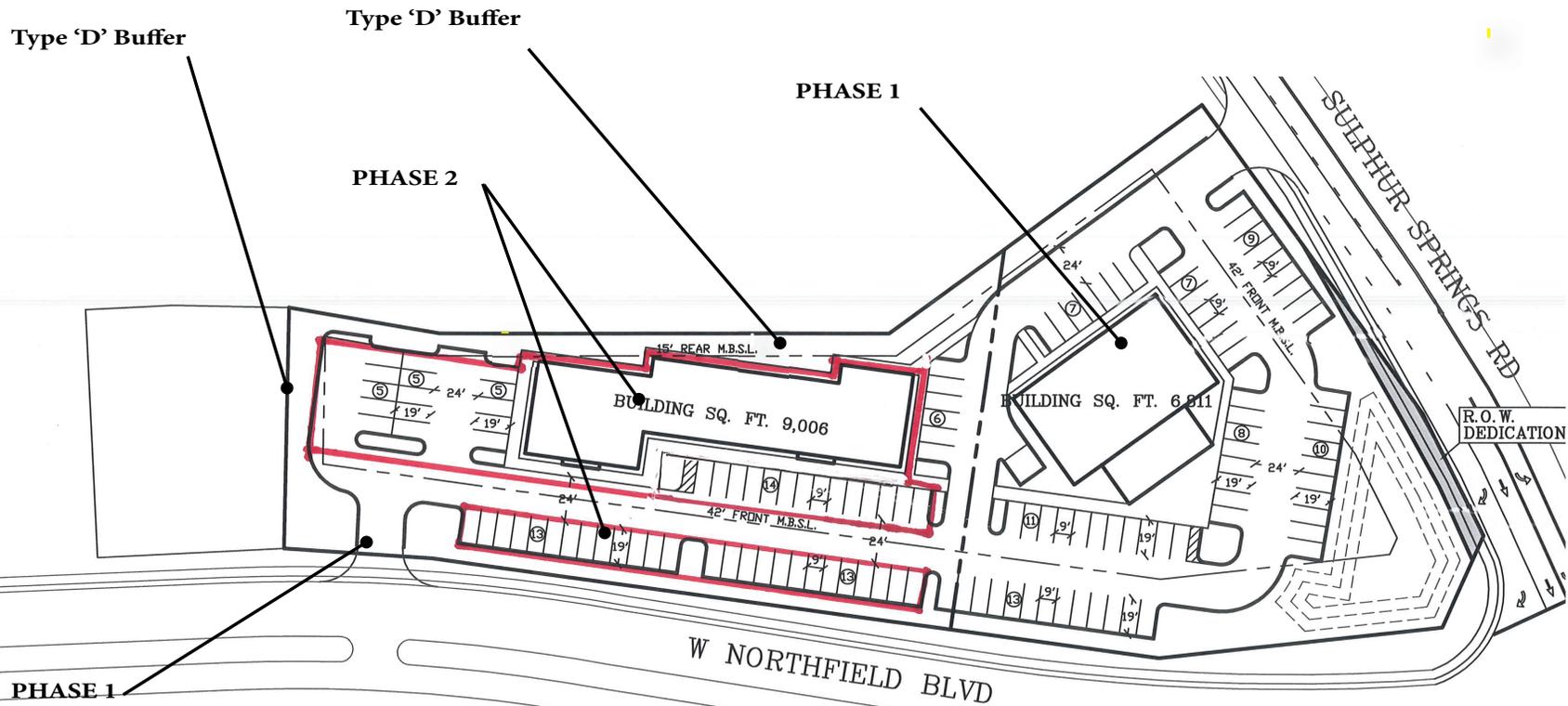
Permitted Use List:

Restaurant
Adult Day Care Center
Adult Day Care Home
Animal Grooming Facility
Art and Photo Gallery
Animal Grooming Facility
Bakery
Bank Branch Office
Bank, Drive-Up Electronic Teller
Bank Main Office
Barber Shop
Book Shop
Business and Communication Services
Catering Establishment
Clothing Store
Delicatessen
Dry Cleaning
Dry Cleaning Pick-Up Station
Financial Services (no cash advance)
Flower Shop
Garden and Lawn Supplies (no outdoor storage)
Health Club
Glass-Stained and Leaded
Karate Instruction
Interior Design
Specialty Shop
Neighborhood Shopping Center
Pharmacy
Offices
Optical Dispensaries
Personal Services Establishment
Medical Laboratories
Music and Dance Academy
Veterinary Clinic
Video Rental
Carry-out restaurant
Specialty-Limited Restaurant
Pet Shop
Photo Finishing
Veterinary Office
Reducing and Weight Control Service
Convenient Store w/o gas sales

Prohibited Use List:

Fraternity/Sorority
Family Crisis Center
Family Violence Shelter
Airport/Heliport
Cemetery
Pet Cemetery
Amusements, Commercial Outdoor Motorized
Amusements, Commercial Outdoor Motorized Except Carnivals
Drive-in-Theater
Fireworks Retailer
Kennels
Livestock Auction
Lumber, Building Material
Pawn Shop
Pet Funeral Home
Salvage and Surplus Merchandise
Tattoo Parlor
Tavern (however, restaurants serving alcoholic beverages shall be permitted)
Taxidermy Studio
Tobacco and E-Cigarettes or Vaporized Sales
Adult Cabaret
Adult Entertainment
Adult Motel
Adult-only Bookstore
Adult-only Motion Pictures Theater
Rap Parlor
Sauna
Temporary Mobile Recycling Center
Quick cash
Laundry, Self-Service
Salvage and Surplus Merchandise
Towing
Pain clinic
Plasma donation center
no drive-thru
Motor Vehicle Sales
Motor Vehicle Lots
Motor Vehicle Repair
Gas Station
Kennel (Over Night Animal Boarding)

Phasing Plan



**The internal circulation and the majority of the parking will be built in Phase 1.
The buffers will be required to be installed in the Phase 1 portion of the development as well.**

projects-3\OSBORNE LANE SUBDIVISION.dwg OSBORNE LANE SUBDIVISION SEWER TEST.dwg, Model, 8/9/2019 9:59:50 AM, ACA0105

Planned Development Criteria

General Applicability Per Section 13 - Planned Development Regulations

1. **Ownership and division of land:** *The site is owned by Harvey Sanders. The lot is currently zoned RS-10 in the City of Murfreesboro.*
2. **Waiver of BZA action:** *No action of the BZA shall be required for approval of this planned commercial development.*
3. **Common open space:** *No formal open space is provided with this site plan.*
4. **Accessibility to site:** *The property is accessible from West Northfield Boulevard and Sulphur Springs Road.*
5. **Off street parking:** *NA*
6. **Pedestrian circulation:** *Sidewalks are available along West Northfield Boulevard and Sulphur Springs Road.*
7. **Privacy and screening:** *A type 'D' Buffer will be used along the west and north property line to create separation between the subject property and the single family residences.*
8. **Zoning and subdivision modifications proposed:** *A PCD is being requested for the subject property.*
9. **Phasing:** *Project to be in two phases.*
10. **Annexation:** *No annexation is required for this site.*
11. **Landscaping:** *Landscape will be provided in the form of foundation plantings, street plantings and a type 'D' buffer on the north and west property lines.*
12. **Major Thoroughfare Plan:** *The PCD location along West Northfield Boulevard and Sulphur Springs Road is not addressed in the Major Thoroughfare Plan with regards to improvements.*
13. **Applicant contact information:** *Contact information is located on Sheet 2.*
14. **Proposed Signage:** *Signage is proposed on this project. see page 8 for locations.*

Section 13 – Project Development Criteria Requirements

1. **Identification of existing utilities:** *Shown in pattern book on Sheet 4 graphics, renderings, maps and or aerial photography showing existing conditions and natural features of the site: Shown in pattern book Sheets, 3 - 7.*
- 2/3. **Graphics, renderings, maps and/ or aerial photography showing existing conditions and natural features of the site:** *Shown in pattern book sheets, 3-7.*
- 4/5. **Drawing and/or diagrams identifying areas of development, proposed buildings, screening, proposed landscaping and pedestrian and vehicular circulation:** *NA*
6. **Development schedule:** *No development schedule is currently in place.*
7. **Relationship of the planned development to current city polices and plans:** *The development is not reflective of the 2035 plan which calls for Suburban Residential. The subject property is located directly across from a land area designated as neighborhood commercial. This is the location of the future self-storage facility.*
8. **Proposed deviation from zoning and subdivision ordinance:** *See sheet 8. We are requesting a 5' reduction in the rear setback. We are also asking for the ability to allow concrete pads/landings/access walkway at the rear of the retail buildings within the 15' buffer area. This is not requiring a request for any reduction in planting but would allow up to a 5' concrete area up against the building in the buffer area. We are also asking for a removal of the buffer requirements or perimeter planting requirement between the two parcels of land we are proposing on the site plan.*
9. **Site tabulation data for land area, FAR, LSR, and OSR:** *NA*
10. **The nature and extent of any overlay zones is described in Sections 24 and 34:** *None.*

The development falls under the Neighborhood Community Node in the 2035 Plan. The density we are requesting is higher than is recommended however, the effort to revitalize the area with an affordable townhome product is well aligned with the intention of the 2035 plan recommendations. The development is considered an infill project and will be focused on a pedestrian scale and walkable to downtown. The homes will be similar in scale to a row of small commercial storefront buildings.

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**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice Chair
Eddie Smotherman
Warren Russell
Chase Salas
Jennifer Garland
Ronnie Martin

STAFF PRESENT

Donald Anthony, Planning Director
Matthew Blomeley, Assistant Director
Margaret Ann Green, Principal Planner
Dianna Tomlin, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Sam Huddleston, Executive Dir. Of Dev. Services
Carolyn Jaco, Recording Assistant
Adam Tucker, City Attorney

Chair Kathy Jones called the meeting to order after determining there was a quorum. The minutes of the June 5, 2019, and June 19, 2019, Planning Commission meetings were approved as submitted.

Public Hearings

Zoning application [2019-415] for 2,348 lots (approximately 920 acres), as shown on accompanying map, to be rezoned City Core Overlay (CCO), Murfreesboro Planning Department applicant. Mr. Donald Anthony began by explaining the City of Murfreesboro has been working on the expansion of the City Core Overlay district over a year. The text for the City Core Overlay district has been reviewed by the Planning Commission a few months back and it is now being reviewed by City Council. The City Core Overlay amendment text follows closely with the Historic District, the approved North Highland Avenue Study, and the Historic Bottoms Study. Between the approved studies and the Zoning Map Amendment there have been seven City Core Overlay meetings with various groups, meetings with downtown business owners, and outreach efforts to discuss the vision for the downtown area.

Continuing, Mr. Anthony explained to the public whom were attending the meeting the process for public notices being mailed out for tonight's public hearing. Information had been provided to the public on the local TV Channel 3, our City website, and an advertisement had been placed

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

Mr. Warren Russell asked what type buffer would be placed between the CF zone and the residential property. Ms. Green answered that it would be a Type D buffer, 12 feet wide.

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

Zoning application [2017-439] for approximately 2.5 acres located along West Northfield Boulevard and Sulphur Springs Road to be rezoned from RS-10 to PCD (Sanders Corner PCD), Henry & Linda Brendle applicants. Ms. Margaret Ann Green summarized the staff report, which had been made available to the Planning Commission in their agenda packet. Ms. Green made known a neighborhood meeting had been conducted on June 25, 2019, at Kingwood Heights Church of Christ.

Ms. Margaret Ann Green explained during the workshop meeting she had asked the Planning Commissioners to review the list of uses to make certain if the uses were appropriate with this request. Since then, the applicant has provided a list of prohibited uses.

Mr. Clyde Rountree was in attendance to represent the applicant. Mr. Rountree came forward to begin a power point presentation from the applicant's program book.

Chair Kathy Jones opened the public hearing.

1. **Mr. Ted Sutherland 1215 Sulphur Springs Road** – does not oppose the PCD zoning application; however, he would like following questions and concerns be addressed:
 - He would like to know details for the buffer, landscaping, fence, and the distance for a PCD being beside a residential property.
 - He requested for the prohibited uses include gas station, beer sales, convenience store, car lots, and car repair.

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

- He requested for the main entrance drive into this property along Sulphur Spring Road be moved further away from his property and moved further towards Northfield Boulevard.
 - He is opposed to the applicant requesting a variance for the 20-foot setback to 15 feet. He requested for the setback to be increased.
 - He would like for the dumpster to be located at a different area.
 - Solid waste pickup should have scheduled hours.
 - He has concerns with the existing drainage and wants to make certain his property is not impacted from this development with stormwater drainage.
2. **Mr. Randy Johnson 615 Elliott Drive** – requested for the proposed restrictions being placed on this property be the same the restrictions that had been placed on the PCD property across the street. The prohibited uses should include convenience stores, gas station, and auto sales. Also, due to this property being developed into phases he requested for the buffer, egress and ingress, be completed during the first phase.
3. **Mr. Gary Eakes 819 Trinity Drive** – has concerns with the traffic signal at the intersection at Northfield Boulevard and Battleground Drive. Also, he wants to make certain Oakhaven Drive is not impacted with vehicle traffic where the City owns an existing right-of-way. Last, he requested for the zoning request be denied until there is an actual proposal for this property to be developed.

Chair Kathy Jones closed the public hearing.

Ms. Margaret Ann Green began to address the concerns and questions that had been asked.

- The PCD request is a tailored made zone with specific elements that are not required with bulk zoning.
- The PCD zone is appropriate in regulating any future development.
- The applicant has provided a list of permitted and prohibited uses for their property.

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DRAFT

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

- Prohibited uses requested during the meeting have been gas stations, car lots, car repair, convenience market, packaged beer sales. If the Planning Commission agrees to the prohibited uses, they can be added to the applicant's pattern book.
- The applicant is proposing to add along the north property line and along the western property line an 8-foot tall PVC fence and a Type D buffer.
- The driveway along Sulphur Springs Road had been designed further back of the property due to the signalized intersection. In addition, Staff had recommended, the applicant dedicate ROW to the City for the creation of a right turn lane along this property heading south.
- The dumpster has been placed at the best location for this property. It would be placed between two buildings so there would not be two dumpsters.
- A development could occur in phases on this property so the buffer could be installed during the first phase.
- The proposed plan is to shift the driveway connection along Northfield Boulevard farther towards the west for a better sight distance. Our City Traffic Engineer has been involved with the design of the traffic impact with this application and the current development across the street. There would be improvements made to the road in the future.
- Oakhaven Drive has been reviewed by Staff, and this zoning change would not affect Oakhaven Drive with this application. The plat shows the area as either right of way or a large sanitary sewer easement, it is unclear. At this time, the City has no interest for a public right of way connection to Oakhaven Drive.

The Planning Commission began discussing the application and agreed the buffer, fencing and the egress and ingress should be completed during the first phase. In addition, they expressed their concerns about permitted uses in a PCD zone. Mr. Clyde Rountree came forward stating they had provided a comparison list of allowable uses on page eight in the applicant's pattern book. They try to make the list as flexible as possible to maximize their opportunities. If the use is not

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

permitted in the comparable CF zone, it would not be permitted with their zoning application. However, the applicant would like to keep the convenience market as a permitted use. Ms. Green stated, during a due diligence process the applicant would be made aware what uses were allowed, the applicant would know and the uses would be addressed before site plan review.

Mr. Chase Salas made a motion to approve subject to all staff comments including the following:

- **The developer of the property would be required to add the buffer, fencing, egress and ingress, during the first phase of development.**
- **The developer of the property would be required to add right of way improvements for a right in/right out only along Northfield Boulevard.**
- **No left turn onto Northfield Boulevard would be permitted from this property.**
- **The developer of the property would be required to include a right turn lane along Sulphur Springs Road towards Northfield Boulevard.**
- **No gas stations permitted, no vehicle sales permitted, no vehicle lots permitted, no vehicle repairs permitted.**

The motion was seconded by Mr. Eddie Smotherman. The motion carried by unanimous vote in favor.

Annexation Petition and Plan of Services [2019-506] for approximately 11 acres located along Florence Road, Saraswat Family Trust applicants. Ms. Margaret Ann Green summarized the staff report, which had been made available to the Planning Commission in their agenda packet.

Chair Kathy Jones opened the public hearing.

Ms. Gloria Shelton 2001 Florence Road – opposes the annexation request because the information provided for this property had been misleading. She suggested this proposal includes two annexation requests for the property and for additional annexation of the right of way along Florence Road.

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ORDINANCE 19-OZ-26 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 2.56 acres along West Northfield Boulevard and Sulphur Springs Road from Single-Family Residential Ten (RS-10) District to Planned Commercial Development (PCD) District (Sanders Corner PCD); Henry and Linda Brendle, applicants [2019-439].

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 be zoned and approved as Planned Commercial Development (PCD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations referenced 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

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

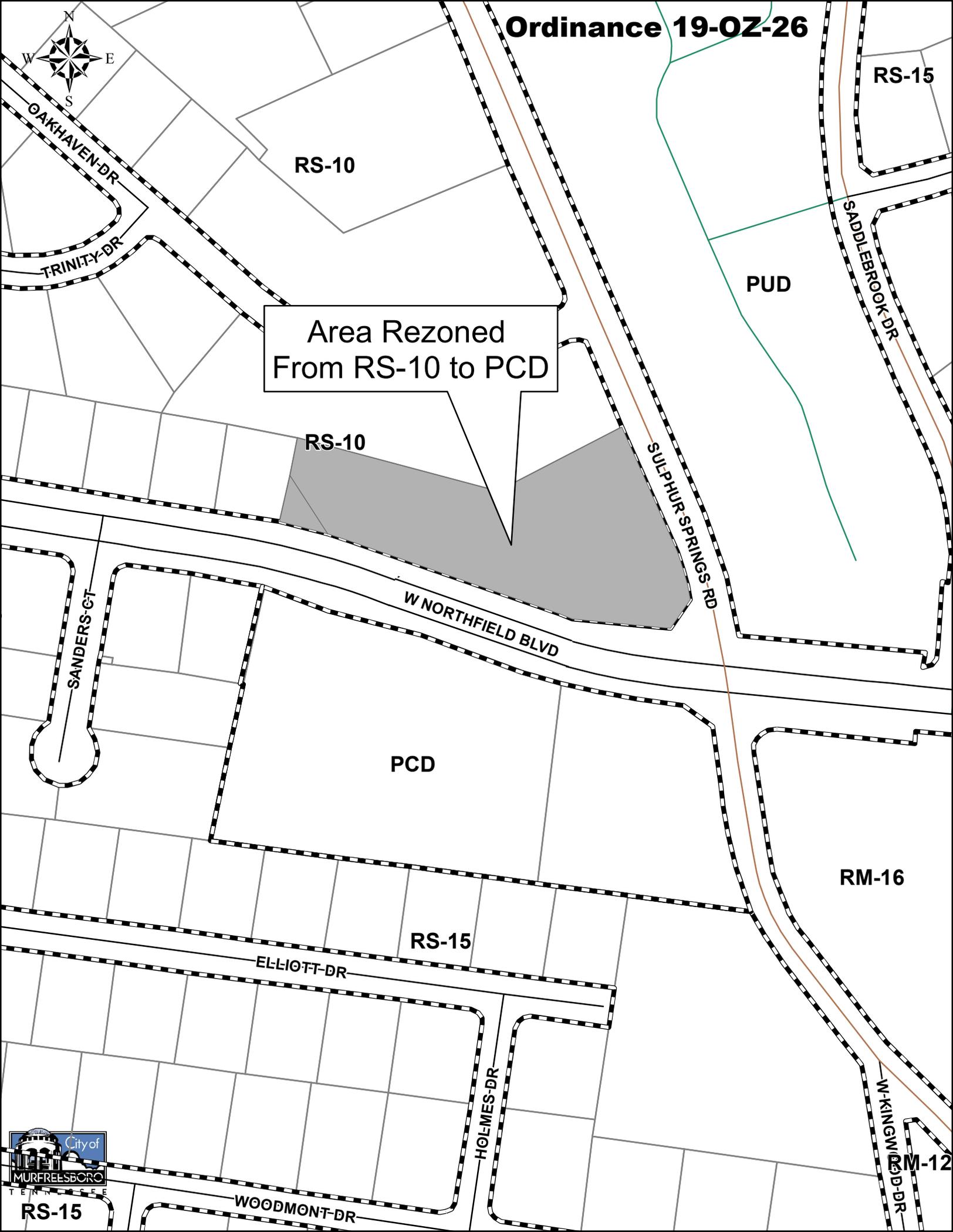
Adam F. Tucker
City Attorney

SEAL

Ordinance 19-OZ-26



Area Rezoned
From RS-10 to PCD



RS-15

M-12

COUNCIL COMMUNICATION

Meeting Date: 8/22/19

Item Title: Amending the Spring Creek PRD zoning along Asbury Lane
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amending the Spring Creek PRD zoning on approximately 74.5 acres located along Asbury 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 rezoning by a vote of 7-0.

Background Information

Beazer Homes presented a zoning application [2019-416] to amend the Spring Creek PRD (Planned Residential District) zoning for approximately 74.5 located along Asbury Lane. During its regular meeting on July 10, 2019, the Planning Commission conducted a public hearing on this 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.

Attachments:

1. Ordinance 19-OZ-24
2. Maps of the area
3. Planning Commission staff comments from 7/10/19 meeting
4. Planning Commission minutes from 7/10/19 meeting (in draft form)
5. Other miscellaneous exhibits, including PRD pattern book

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 10, 2019**

4.b. Zoning application [2019-416] to amend the Spring Creek PRD to increase the number of single-family, attached units on approximately 74.5 acres located along Asbury Lane, Beazer Homes applicant. (project planner- Margaret Ann Green)

The subject property is located along the west side of Asbury Lane and along I-24. The property is currently under development with a mixture of single-family attached and single-family detached lots. The property is bounded on its southwest side by I-24 and on its south side by property zoned RS-15 (Single-Family Residential District), both of which are located within the City limits. Further to the south, Asbury Lane intersects with Medical Center Parkway. To the north of the subject property is the Confederate Glen single-family residential subdivision located in the unincorporated County. To the east of the subject property, across Asbury Lane is a single-family residence on a large, mostly undeveloped tract located in the unincorporated County. Also to the east, across Asbury Lane, are the Ridgefield and Bridleview county single-family residential subdivisions and the currently under development Kingsbury PRD. Overall Creek flows through the subject parcel, and a large portion of the property is encumbered by Overall Creek and its floodway and floodplain.

Existing PRD

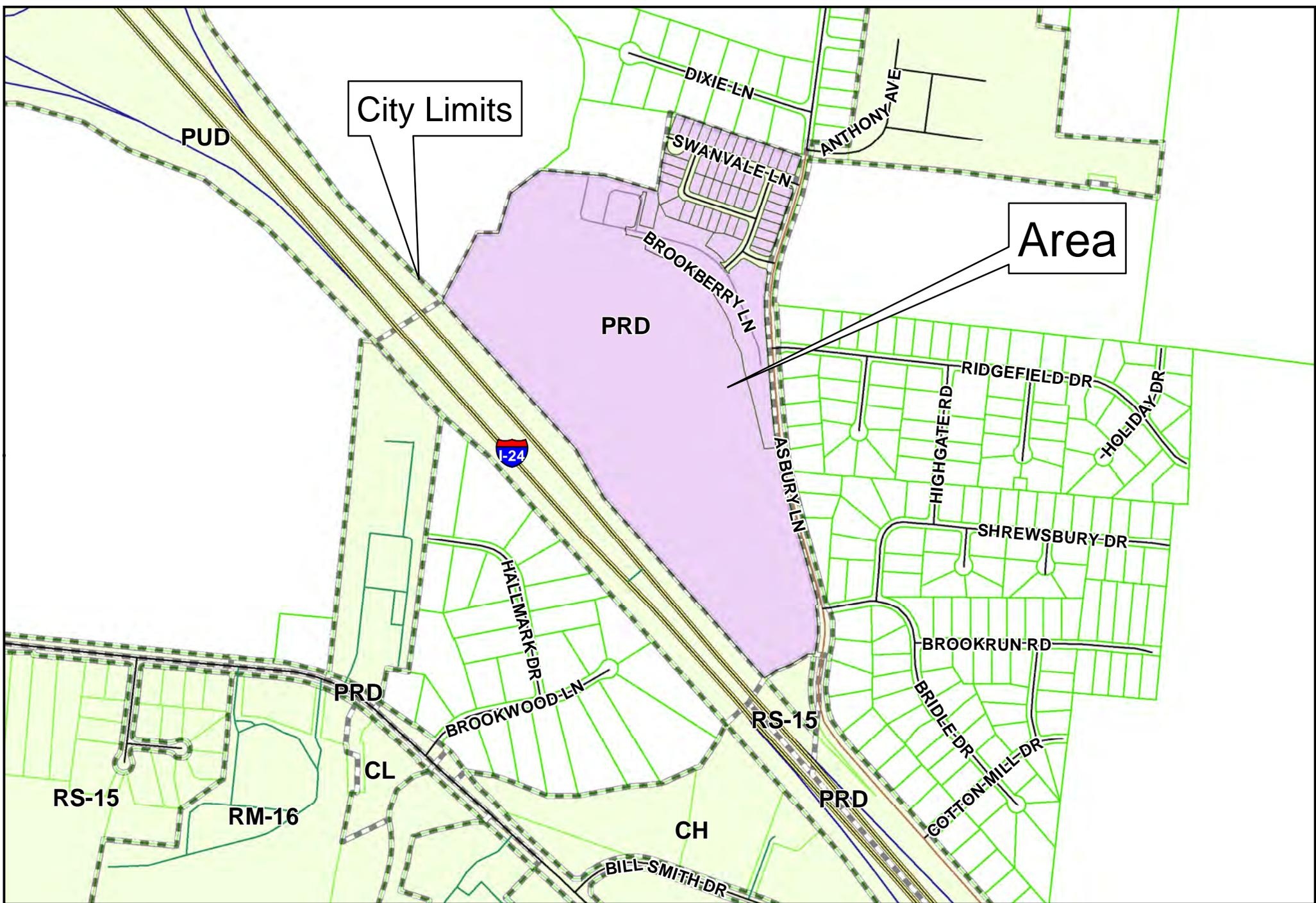
The subject property was originally annexed and zoned as a PRD in 2006. The original Purlingbrook PRD consisted of 168 townhome units. The Purlingbrook PRD was amended in 2008 to reduce the number of townhome units to 159 and to incorporate some other site design changes. Then again in 2016, the PRD was amended to reduce the density and allow for both single-family detached homes on individual lots of record in addition to for-sale townhome units by reducing the number of townhome units from 159 to 90 and allowing 48 single-family residential detached lots.

Proposed PRD

The proposed amendment to the PRD is to allow the reduction to the minimum required width of the townhomes from 24-feet wide to 20-feet wide and to increase the number of townhomes permitted from 90 to 101 for a total of 149 dwelling units.

The applicants requested to maintain an exemption from the requirement to install a trash compactor. Planning Commission directed the applicant to incorporate a trash compactor into the plans due to the increase in dwelling units.

The Spring Creek PRD program book is included with the agenda materials. The Planning Commission will need to conduct a public hearing prior to formulating a recommendation to City Council.



City Limits

Area



Rezoning Request Along Asbury Lane
PRD Amendment (Spring Creek PRD)



Planning Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
murfreesborotn.gov/planning





City Limits

Area



Rezoning Request Along Asbury Lane
PRD Amendment (Spring Creek PRD)



Planning Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
murfreesborotn.gov/planning





T E N N E S S E E

Creating a better quality of life

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

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: Civil Site Design Group, PLLC Attn: Kyle Griffin, P.E.

Address: 2305 Kline Ave, Suite 300 City/State/Zip: Nashville, TN, 37211

Phone: (615) 248-9999 E-mail address: kyleg@civil-site.com

PROPERTY OWNER: Beazer Homes LLC

Street Address or property description: Asbury Lane

and/or Tax map #: 79 Group: Parcel (s): 55

Existing zoning classification: PRD

Proposed zoning classification: PRD Acreage: 74.5

Contact name & phone number for publication and notifications to the public (if different from the applicant): Kyle Griffin, P.E.

E-mail: KyleG@civil-site.com

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

DATE: 5/16/19

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

Date received: MPC YR.: MPC #: 2019-416

Amount paid: \$ 950.00 Receipt #: 293218

CIVIL SITE

DESIGN GROUP
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS

May 16, 2019

Mr. Donald Anthony
City of Murfreesboro
Director of Planning
111 W. Vine St.
Murfreesboro, TN 37130

**RE: Spring Creek at Asbury Lane
Planned Residential Development Amendment
Asbury Lane
Map 79, Parcel 55**

Dear Mr. Anthony,

On behalf of our client, Beazer Homes – Nashville Division, we are respectfully request approval of the included planned residential development amendment. With this minor amendment we are requesting approval for 47 single family homes plus 101 townhome units for a total of 148 residential units. The current master plan allows for 138 units while still the original approved master plan allowed 159 units (all townhomes).

Please find enclosed the following items as required by the Preliminary Master Development Plan checklist:

1. A completed Application Form.
2. \$950.00 check to cover the review fee
3. Ten (10) copies of the amended planned residential development.

We respectfully request favorable recommendation at the June Planning Commission Meeting. If you need any additional information, please do not hesitate to call me. Thank you for your assistance with this project.

Respectfully Submitted
Civil Site Design Group, PLLC,

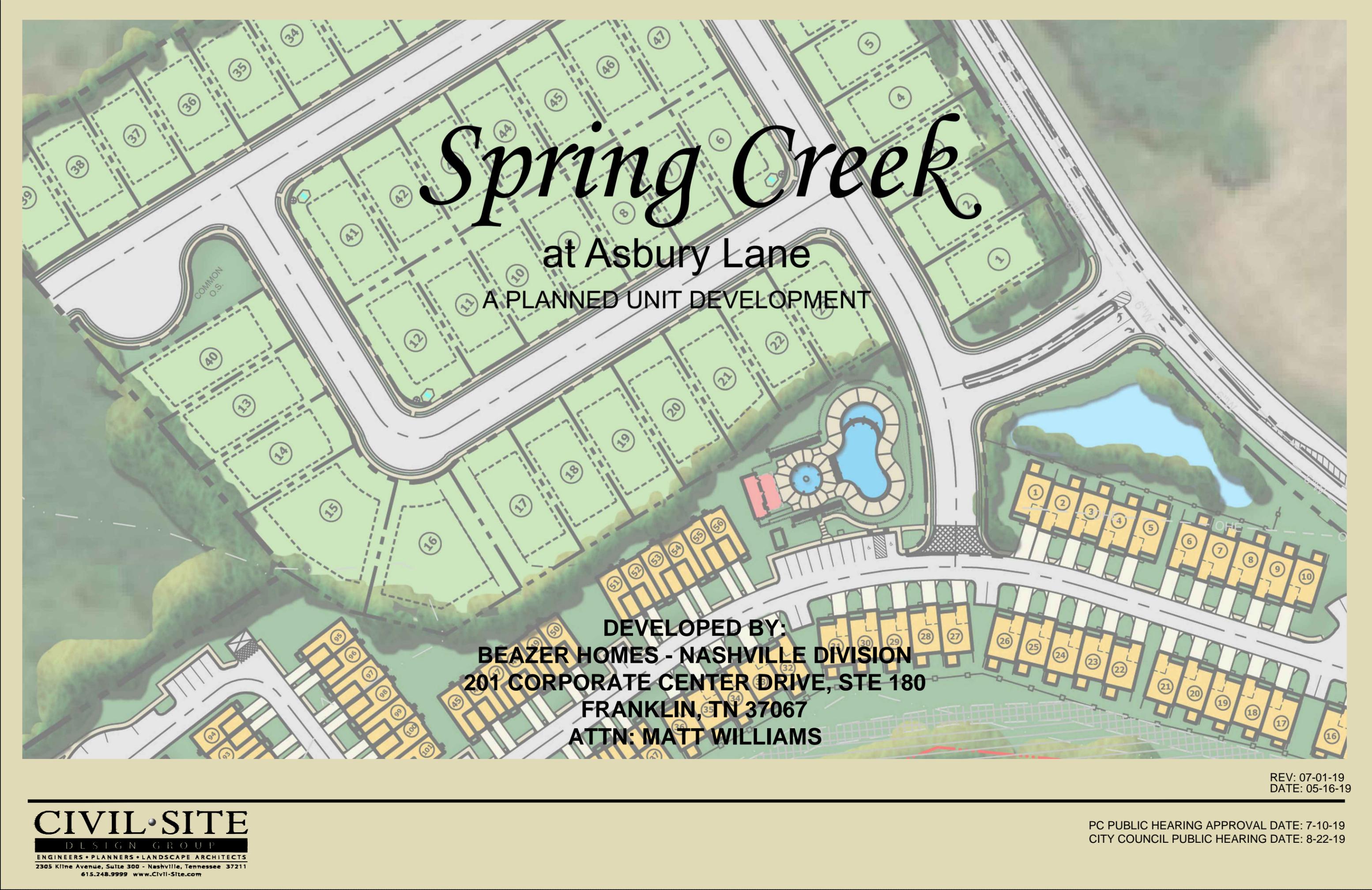


Kyle Griffin, P.E.
Project Engineer

Cc: Matt Williams Beazer Homes – Nashville Division

CSDG No. 16-073-01





Spring Creek

at Asbury Lane

A PLANNED UNIT DEVELOPMENT

DEVELOPED BY:
BEAZER HOMES - NASHVILLE DIVISION
201 CORPORATE CENTER DRIVE, STE 180
FRANKLIN, TN 37067
ATTN: MATT WILLIAMS

REV: 07-01-19
DATE: 05-16-19

CIVIL·SITE

DESIGN GROUP

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS
2305 Kline Avenue, Suite 300 - Nashville, Tennessee 37211
615.248.9999 www.Civil-Site.com

PC PUBLIC HEARING APPROVAL DATE: 7-10-19
CITY COUNCIL PUBLIC HEARING DATE: 8-22-19

- | | |
|--|----------------------------------|
| 1. EXISTING PROJECT SUMMARY AND PLAN | 23. SECTION 13(D) (2) (9) (1-15) |
| 2. PROPOSED CONDITIONS SUMMARY | 24. SECTION 13(D) (2) (9) (1-15) |
| 3. ILLUSTRATIVE MASTER PLAN | 25. PMDP COVER |
| 4. SITE CONCEPT PLAN | 26. OVERALL PLAN |
| 5. MASTER PLAN CHARACTERISTICS | 27. MASTER PLAN |
| 6. LOCATION MAP | 28. UTILITY PLAN |
| 7. CURRENT ZONING MAP | 29. GRADING AND DRAINAGE PLAN |
| 8. EXISTING UTILITIES | 30. PHASING PLAN |
| 9. AERIAL AND TOPOGRAPHICAL INFORMATION | |
| 10. ROADWAY INFORMATION | |
| 11. 20' & 24' TOWNHOMES ARCHITECTURAL ELEVATIONS | |
| 12. 20' & 24' TOWNHOMES ARCHITECTURAL ELEVATIONS | |
| 13. 20' & 24' TOWNHOMES ARCHITECTURAL ELEVATIONS | |
| 14. 24' TOWNHOME FLOORPLANS | |
| 15. 20' TOWNHOME FLOORPLANS | |
| 16. SINGLE FAMILY ELEVATIONS AND FLOORPLAN | |
| 17. SINGLE FAMILY ELEVATIONS AND FLOORPLAN | |
| 18. SINGLE FAMILY ELEVATIONS AND FLOORPLAN | |
| 19. SINGLE FAMILY ELEVATIONS AND FLOORPLAN | |
| 20. SINGLE FAMILY ARCHITECTURAL RENDERINGS | |
| 21. SINGLE FAMILY ARCHITECTURAL RENDERINGS | |
| 22. TOWNHOME ARCHITECTURAL RENDERINGS | |

T A B L E O F C O N T E N T S

S P R I N G C R E E K a t A S B U R Y

Murfreesboro, Rutherford County, Tennessee



Existing Conditions

Spring Creek at Asbury Lane is 74.5 acres in size and is currently zoned as planned residential with single family and multi-family attached condominium use with 138 proposed units at a density of 1.9 du/acre. The site is surrounded by existing single-family developments to the north and east and Interstate 24 to the southwest.

History of the Spring Creek at Asbury Lane Development

Spring Creek at Asbury Lane was originally annexed and approved as a planned development in December of 2006. The original plan was then amended in April of 2008 to include the following major improvements: A decrease in total density from 2.3 du/acre to 2.16 du/acre, increased setbacks along Overall Creek to meet water quality standards, increased building setbacks from Asbury Lane & the northern property line, and a different product mix. In October of 2016 the plan was amended to include a single family portion of the development that decreased the total density from 2.16 du/acre to 1.9 du/acre. On behalf of Beazer Homes - Nashville Division we are submitting an amendment to the planned residential development proposing to replace the existing PRD zoning plan with the PRD zoning plan described in the following pages.

EXISTING PROJECT SUMMARY & PLAN
SPRING CREEK at ASBURY

Proposed Development Amendments

The revised Spring Creek at Asbury Lane - PRD will offer more product types in an effort to provide potential buyers with more options to better suit their needs. In particular, we are requesting to add a 20' wide townhome product option for this development. While still maintaining the minimum required townhome unit square footage of 1,250 sq.ft. from the previously approved plan, we would be able to increase the overall lot yield to 148 units from the 138 units that are currently permitted. After the last plan was approved a favorable alta survey revealed an additional 3.6 acres of land. The new site acreage was increased to 78.1± acres and because of this, the new proposed overall gross density remains at 1.9 du/ac. While this site currently offers a robust amenity package for a development of this size with the existing cabana, pool, and extensive walking trails, this new plan will also offer the addition of a fenced in dog park. All of the proposed townhomes will be fee-simple for sale units. These units shall have slab on grade or crawlspace foundations and each townhome unit will have a minimum of a 1 car garage. This development will now offer residence approximately 54.5 acres of natural open space.

Items Remaining Unchanged

- Minimum townhome square footage to remain at 1,250 sq. ft.
- All townhome driveways to remain 12' wide and 18' deep measured from face of garage to sidewalk or face of garaged to back of curb
- The architectural standards remain the same. All buildings shall consist of 100% masonry (brick, stone, or Hardie-Plank). No vinyl shall be permitted except eaves and soffits.
- Townhomes and single family units shall have a max building height of 3 stories or 35'.
- The increased setbacks along Overall Creek from the previous approval are to remain to meet water quality standards.
- The increased minimum building setbacks along Asbury Lane and the northern property line from the previous approval are to remain in place.
- We are still proposing a variety of housing types and maintaining significant architectural and aesthetic improvements.

PROPOSED CONDITIONS SUMMARY

SPRING CREEK at ASBURY

Murfreesboro, Rutherford County, Tennessee



SITE DATA:

TOTAL ACRES: 78.1±
 EXISTING ZONING: PLANNED DEVELOPMENT (SINGLE FAMILY & TOWNHOME)
 PROPOSED ZONING: PLANNED DEVELOPMENT (SINGLE FAMILY & TOWNHOME)
 TAX MAP: 079 PARCEL: 055

TOTAL UNITS:
 SINGLE FAMILY: 47 LOTS
 TOWNHOMES: 101 UNITS
 TOTAL UNITS: 148 UNITS

GROSS DENSITY: 1.9 du/acre
 F.A.R. = 0.10
 L.S.R. = 9.7
 O.S.R. = 7.1
 TOTAL UNDEVELOPED OPEN SPACE: 54.5± ACRES (70%± OF SITE)

ILLUSTRATIVE MASTER PLAN

SPRING CREEK at ASBURY



SITE DATA:

DEVELOPER: BEAZER HOMES - NASHVILLE DIVISION
 ACREAGE: 78.1 Ac±
 TAX MAP: 079 PARCEL: 055
 CURRENT ZONING: PRD
 PROPOSED ZONING: PRD

DWELLING UNITS:

SINGLE FAMILY LOTS: 47 LOTS
 TOWNHOME UNITS: 101 UNITS
 TOTAL: 148

MIN. SETBACKS. (SINGLE FAMILY LOTS)

FRONT 20'
 SIDE (INTERIOR LOT) 5'
 SIDE (CORNER LOT) 15'
 REAR (INTERIOR LOT) 20'
 REAR (CORNER LOT) 10'

TOTAL DENSITY PROPOSED: 1.9 UNITS/Ac.

MIN. SINGLE FAMILY LOT SIZE: 4,500 S.F. (45'W x 100'D)

MIN. TOWNHOME UNIT PAD: 930 S.F. (20'W x 46.5'D)

MIN. SINGLE FAMILY SQUARE FOOTAGE = 1,850 S.F.

MIN. TOWNHOME SQUARE FOOTAGE = 1,250 S.F.

F.A.R. = 0.10

L.S.R. = 9.7

O.S.R. = 7.1

BUILDING MIX

24' TOWNHOME

BUILDING TYPE	# OF BUILDINGS	UNITS PER TYPE	END UNITS	INTERIOR UNITS
5 UNIT	6	30	12	18
6 UNIT	1	6	2	4
TOTALS	7	36	14	22

20' TOWNHOME

BUILDING TYPE	# OF BUILDINGS	UNITS PER TYPE	END UNITS	INTERIOR UNITS
5 UNIT	2	10	4	6
6 UNIT	2	12	4	8
7 UNIT	5	35	10	25
8 UNIT	1	8	2	6
TOTALS	10	65	20	45

PROPOSED ASBURY R.O.W. DEDICATION: 1.90 Ac
 INTERNAL R.O.W. AREA: 2.57 Ac
 SINGLE FAMILY LOT AREA: 6.48 Ac
 TOWNHOME AREA: 12.65 Ac
 OPEN SPACE AREA: 54.50 Ac
 TOTAL LAND AREA: 78.10 Ac

PARKING CALCULATIONS:

REQUIRED: (47) SINGLE FAMILY UNITS x 4 PARKING SPACES / UNIT = 188 SPACES
 (88) 3 BEDROOM TOWNHOMES x 1.1 SPACES / BEDROOM = 290.4 SPACES
 (13) 2 BEDROOM TOWNHOMES x 1.1 SPACES / BEDROOM = 28.6 SPACES
TOTAL REQUIRED PARKING SPACES = 507 SPACES

PROPOSED: (47) SINGLE FAMILY UNITS (2 GARAGE * & 2 DRIVEWAY) = 188 SPACES
 (101) 2 & 3 BEDROOM TOWNHOMES (1 GARAGE * & 1 DRIVEWAY) = 202 SPACES
 GUEST PARKING AREAS = 117 SPACES
TOTAL PROPOSED PARKING SPACES = 507 SPACES

VARIANCE TO STANDARD ZONING REQUIREMENTS:

ALLOWANCE FOR GARAGE SPACES TO COUNT TOWARD MINIMUM PARKING REQUIREMENTS FOR SINGLE FAMILY.

* THIS PLAN IS COMMITTING TO RESTRICTING THE USE OF ALL GARAGES SO THAT THEIR PRIMARY USE WILL NOT BE FOR THE PARKING OF BOATS, RV'S, HOUSEHOLD STORAGE, ETC.; RATHER IT WILL BE FOR VEHICULAR PARKING. THE GARAGES IN THE SINGLE FAMILY PORTION OF THE DEVELOPMENT SHALL BE AVAILABLE FOR THE PARKING OF TWO (2) VEHICLES AT ALL TIMES, AND THE GARAGES IN THE TOWNHOME PORTION OF THE DEVELOPMENT SHALL BE AVAILABLE FOR THE PARKING OF ONE (1) VEHICLE AT ALL TIMES. IN ADDITION TO BEING A ZONING REQUIREMENT, THIS COMMITMENT WILL ALSO BE INCLUDED IN THE RESTRICTIVE COVENANTS AND ENFORCED BY THE HOMEOWNERS ASSOCIATION.

* BEAZER HOMES AGREES TO PROVIDE OVERSIZED SINGLE FAMILY HOME GARAGES WITH A MINIMUM DEPTH OF 23'.

* ALL ROW IN THE SINGLE-FAMILY PORTION OF THE DEVELOPMENT WILL BE 50' WIDE WITH 36' OF PAVEMENT.

SITE CONCEPT PLAN

SPRING CREEK at ASBURY

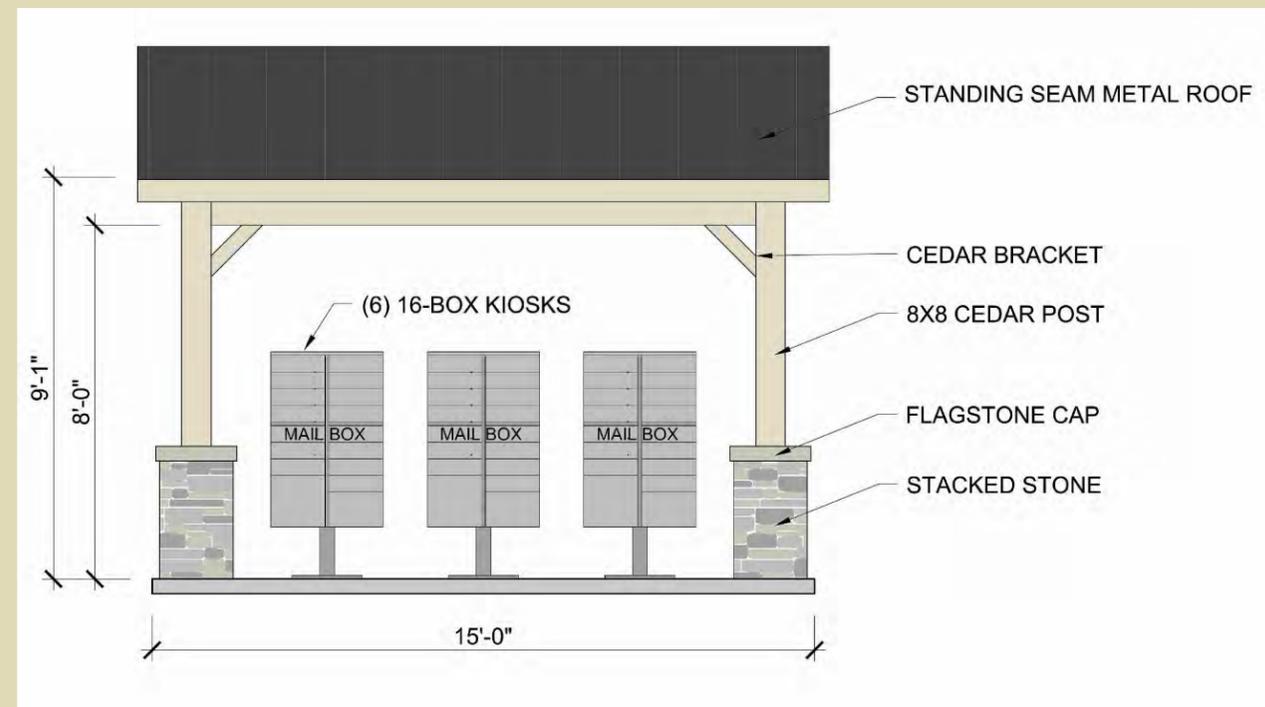
Murfreesboro, Rutherford County, Tennessee



EXISTING ENTRANCE FEATURES



ACTUAL LIGHT FIXTURE AND STREET SIGNS



APPROVED MAIL KIOSK FOR TOWNHOMES- CURRENTLY UNDER CONSTRUCTION

MASTER PLAN CHARACTERISTICS

SPRING CREEK at ASBURY

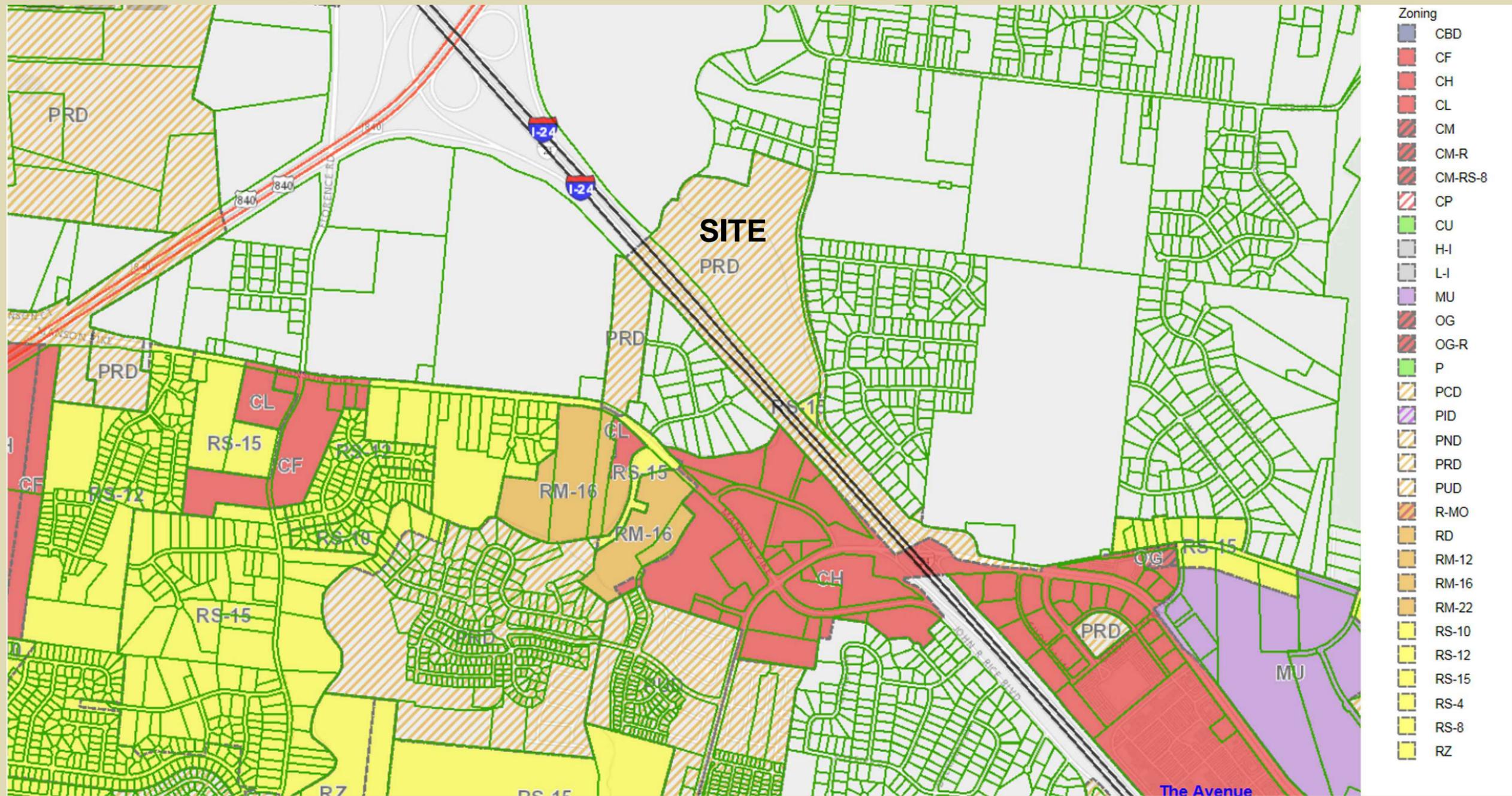
Murfreesboro, Rutherford County, Tennessee



LOCATION MAP

SPRING CREEK at ASBURY

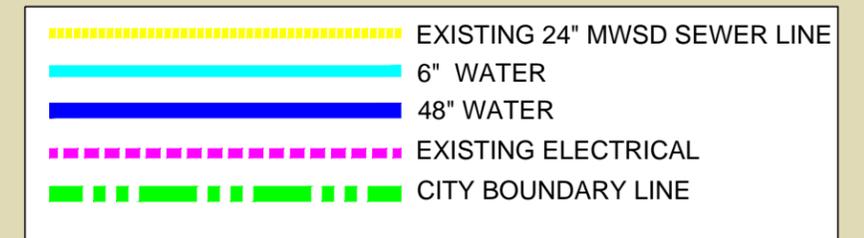
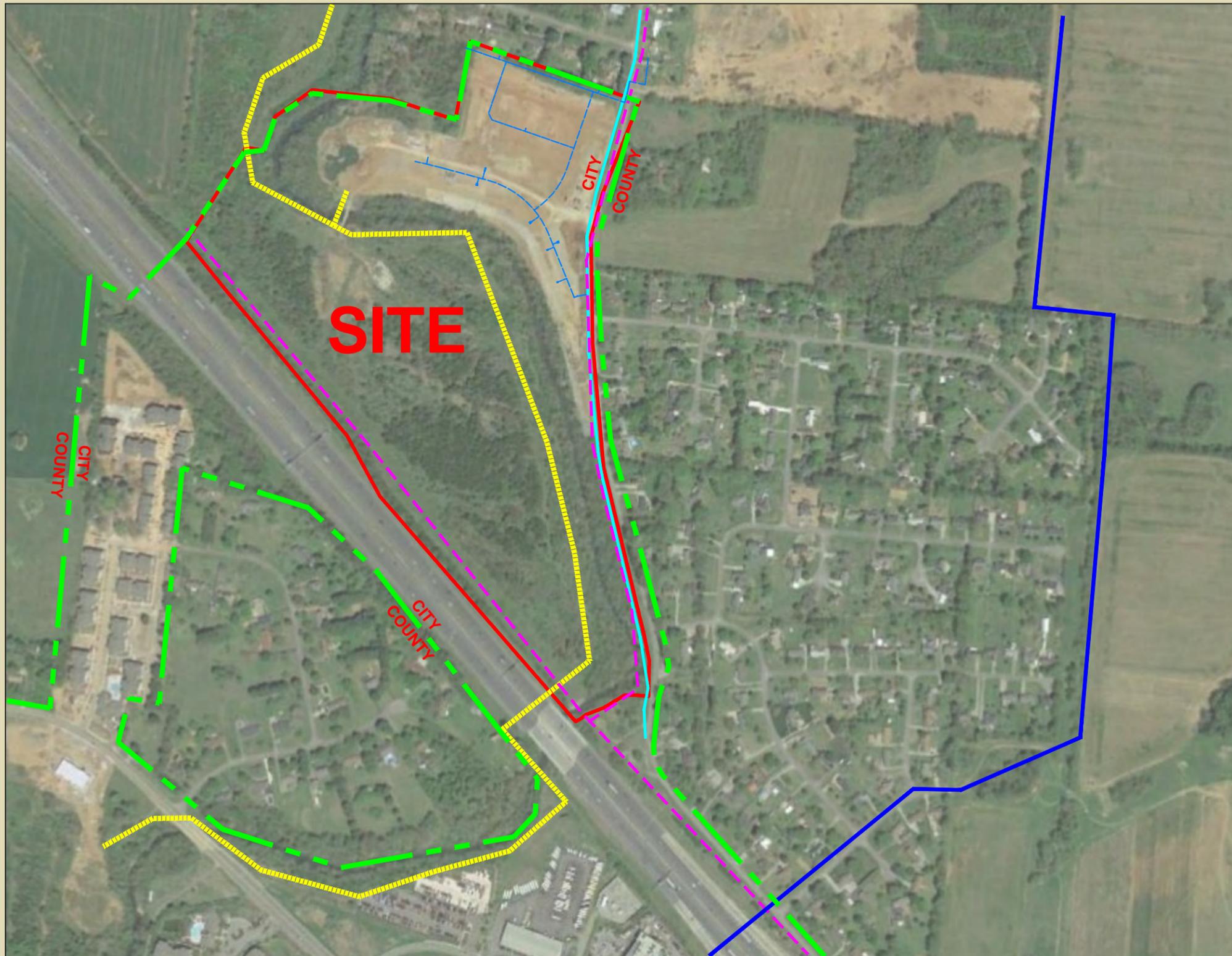
Murfreesboro, Rutherford County, Tennessee



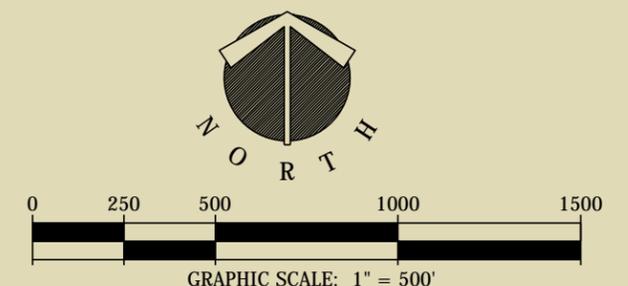
ZONING MAP

SPRING CREEK at ASBURY

Murfreesboro, Rutherford County, Tennessee



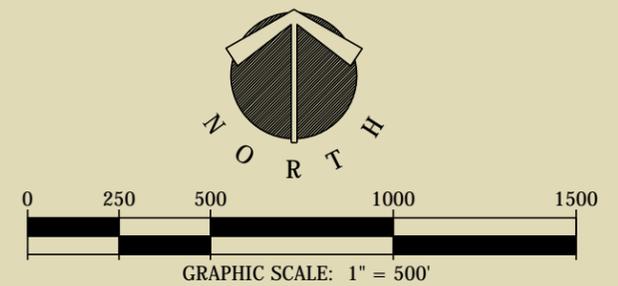
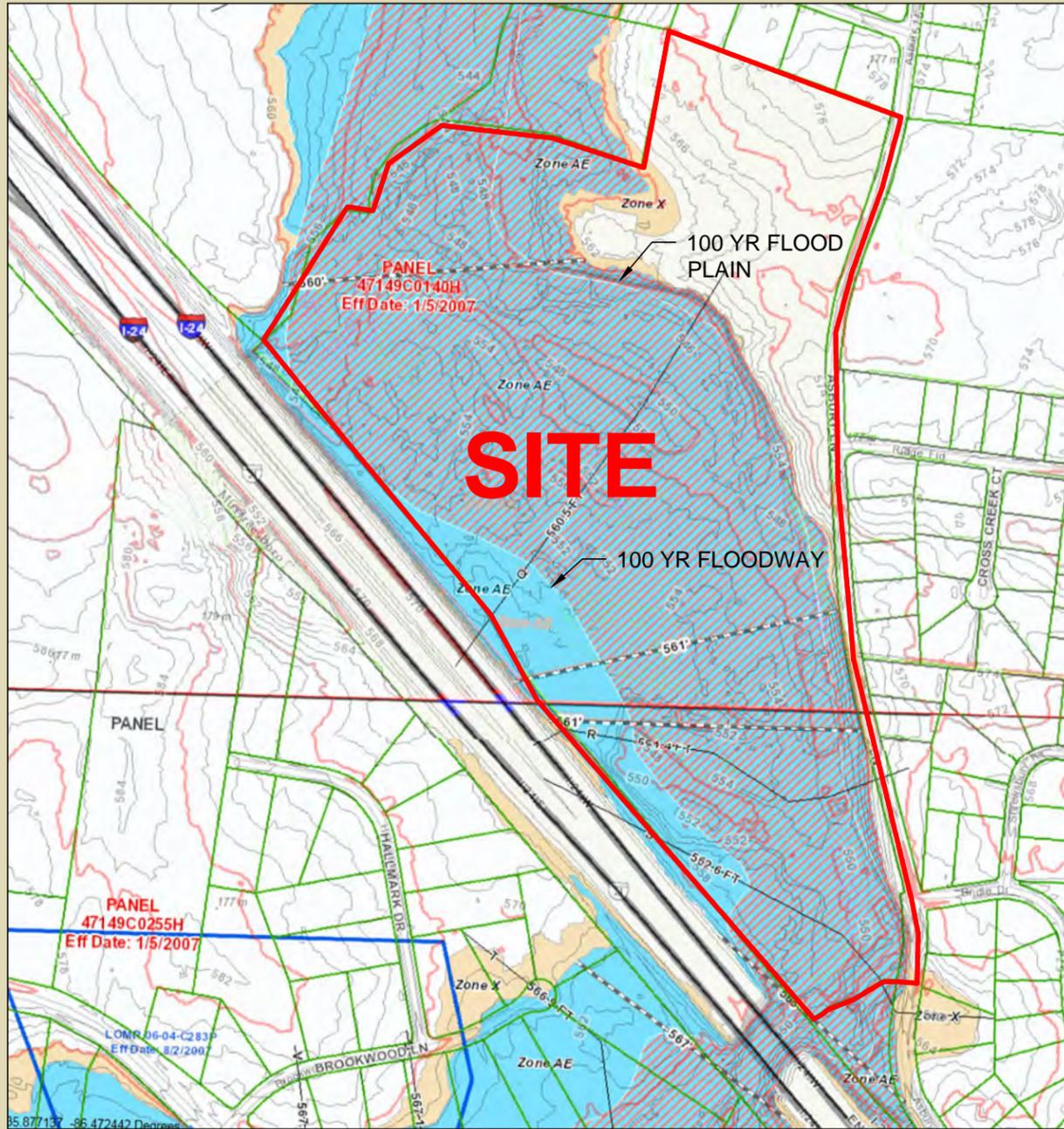
1. ALL UTILITIES WITHIN THE DEVELOPMENT WILL BE UNDERGROUND.
2. CURRENTLY, CONSOLIDATED UTILITY DISTRICTS EXISTING WATER INFRASTRUCTURE ALONG ASBURY LANE PROVIDES ADEQUATE DOMESTIC AND FIRE FLOWS. WE ARE PROPOSING TO SPRINKLE ALL OF THE TOWNHOMES.
3. SANITARY SEWER SERVICE TO BE PROVIDED BY MURFREESBORO WATER AND SEWER DEPARTMENT.
4. SOLID WASTE DISPOSAL WILL BE PROVIDED BY A PRIVATE CARRIER FOR ALL TOWNHOME UNITS. THE CITY WILL PROVIDE SOLID WASTE SERVICES TO THE SINGLE FAMILY LOTS.



EXISTING UTILITIES

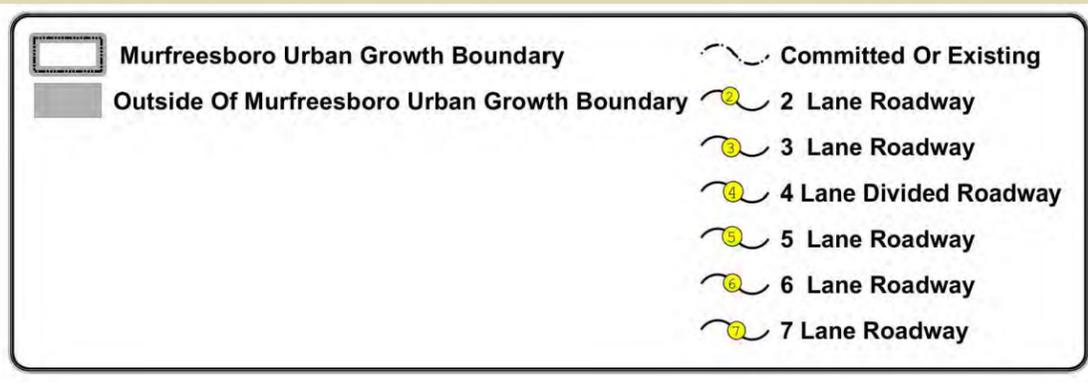
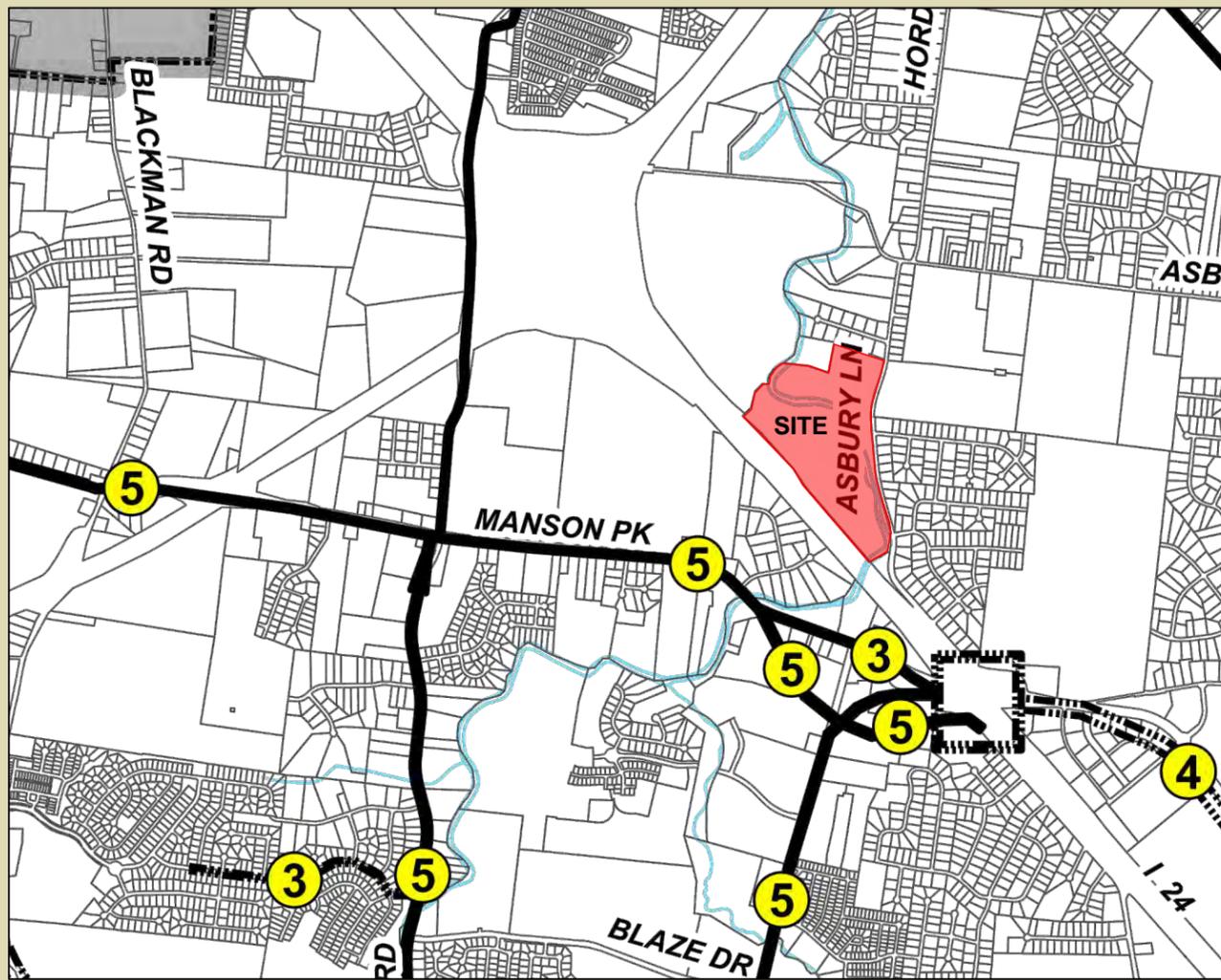
SPRING CREEK at ASBURY

Murfreesboro, Rutherford County, Tennessee

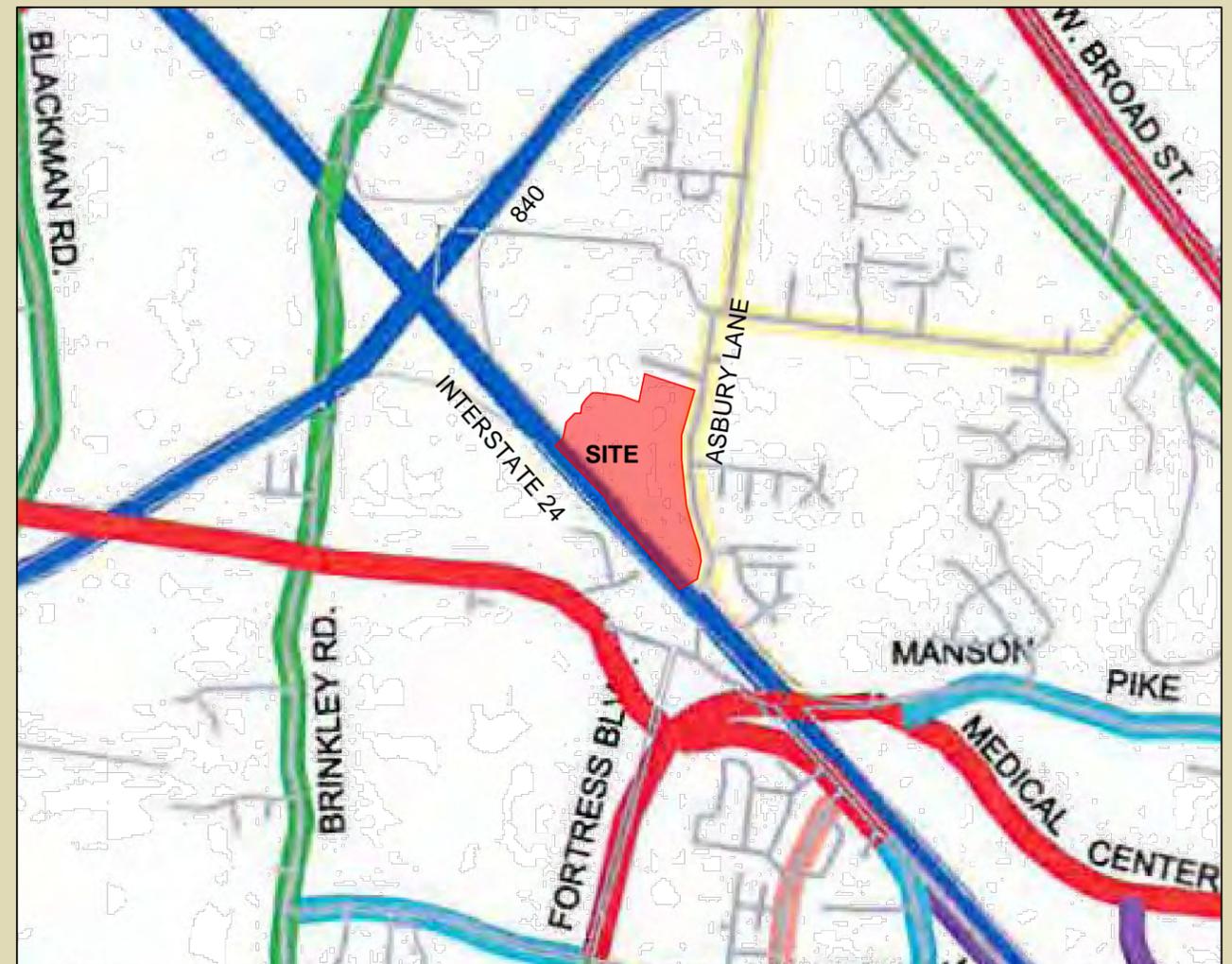


TOPOGRAPHICAL & AERIAL INFORMATION

MAJOR THOROUGHFARE PLAN



ROADWAY CLASSIFICATION MAP



ASBURY LANE IS PRESENTLY CLASSIFIED AS A RESIDENTIAL COLLECTOR ON THE ROADWAY CLASSIFICATION PLAN WITH A R.O.W. WIDTH OF 50'. A LEFT TURN LANE INTO THE DEVELOPMENT WILL BE PROVIDED FROM THE NORTHWEST. DETAILED CONSTRUCTION PLANS WILL BE PROVIDED WITH SITE PLAN APPROVAL. THE MAJOR THOROUGHFARE PLAN DOES NOT CALL FOR THE UPGRADE OF THIS ROADWAY. THE ROADWAY WITHIN PURLINGBROOK TOWNHOME SECTION WILL BE PRIVATE AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. THE DEVELOPER WILL PARTICIPATE WITH THE CITY ON THE UPGRADE OF ASBURY LANE ADJACENT TO THIS DEVELOPMENT.



ROADWAY INFORMATION

SPRING CREEK at ASBURY

Murfreesboro, Rutherford County, Tennessee



UNIT #413
ELEV. "TRL"

UNIT #414
ELEV. "FCL"

UNIT #415
ELEV. "FCM"

UNIT #416
ELEV. "TRM"



UNIT #417
ELEV. "TRL"

UNIT #418
ELEV. "FCL"

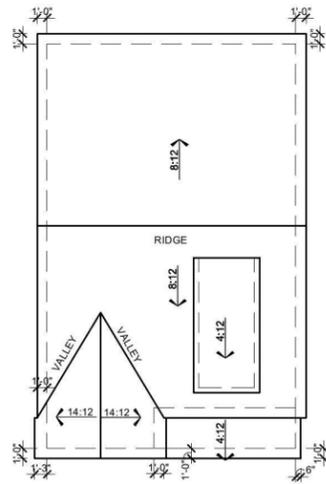
EXAMPLE

UNIT #419
ELEV. "FCM"

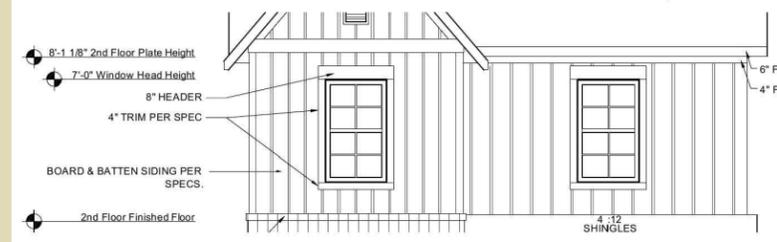
UNIT #420
ELEV. "TRM"

THE ELEVATIONS ON THE FOLLOWING PAGES REPRESENT THE GENERAL PRODUCT THAT IS PROPOSED TO BE BUILT. HOWEVER, THERE MAY BE MINOR DESIGN CHANGES OR NEW HOUSE PLANS INTRODUCED IN THE FUTURE THAT ARE NOT CONTAINED IN THIS BOOK.

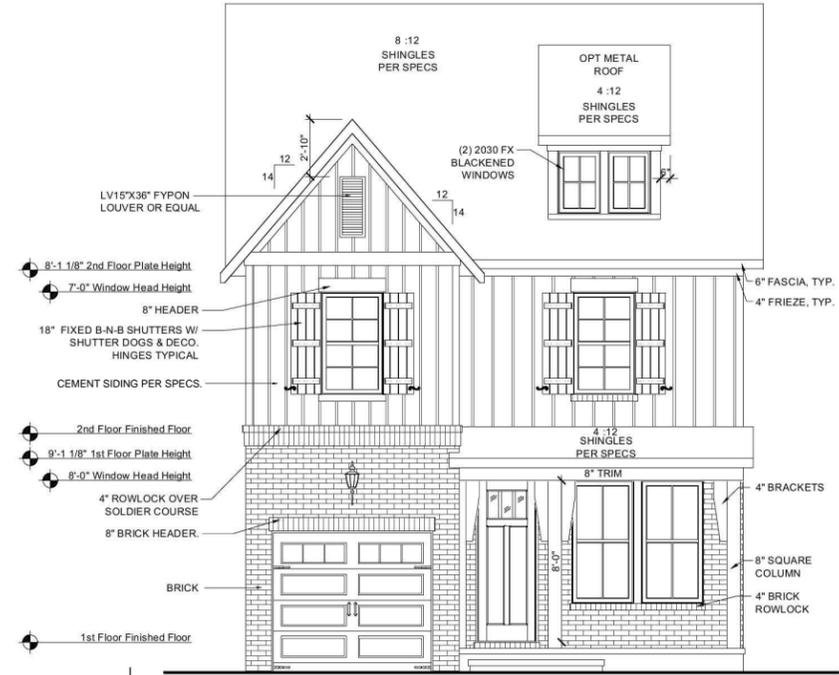
20' & 24' TOWNHOME ELEVATION PLANS



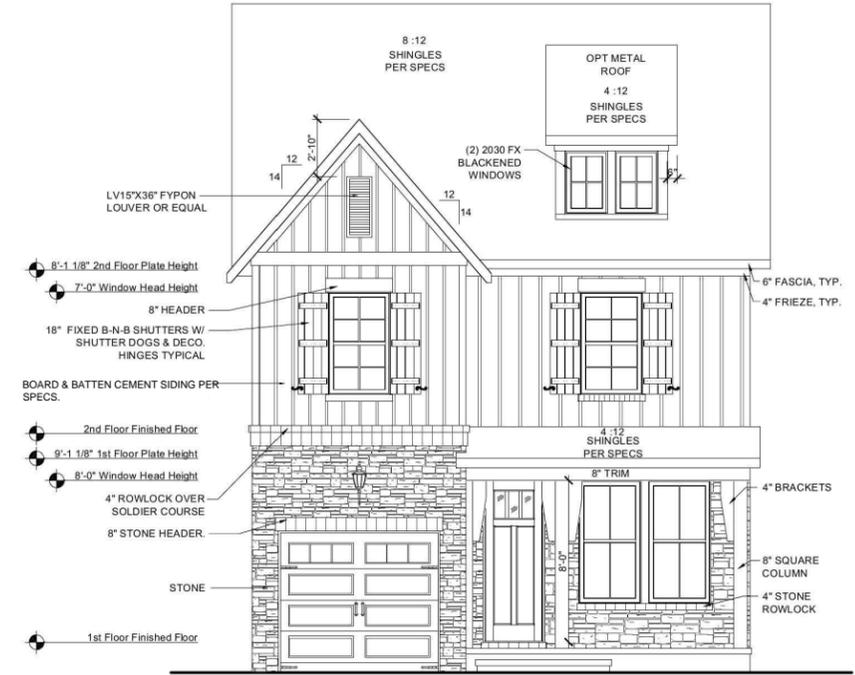
5 ROOF PLAN
 SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
 SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



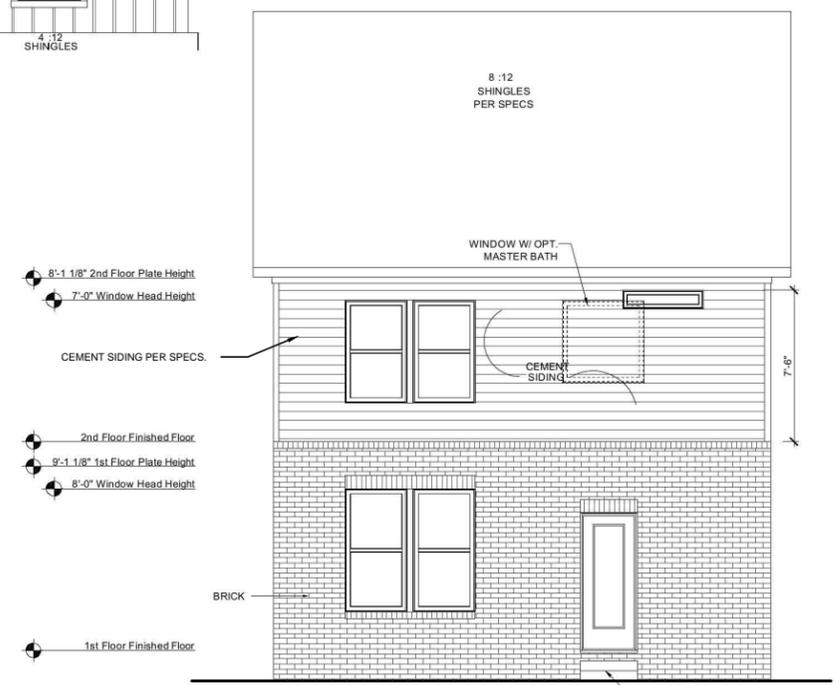
5 FRONT ELEVATION FCM w/TRIM ILO SHUTTERS
 SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
 SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



4 FRONT ELEVATION FCM BRICK OPTION
 SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
 SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

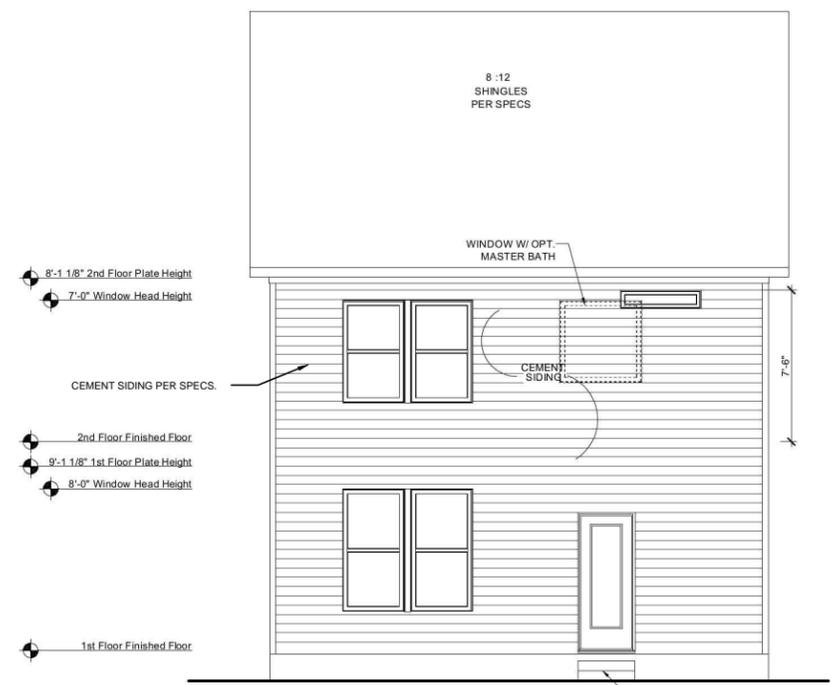


1 FRONT ELEVATION FCM
 SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
 SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



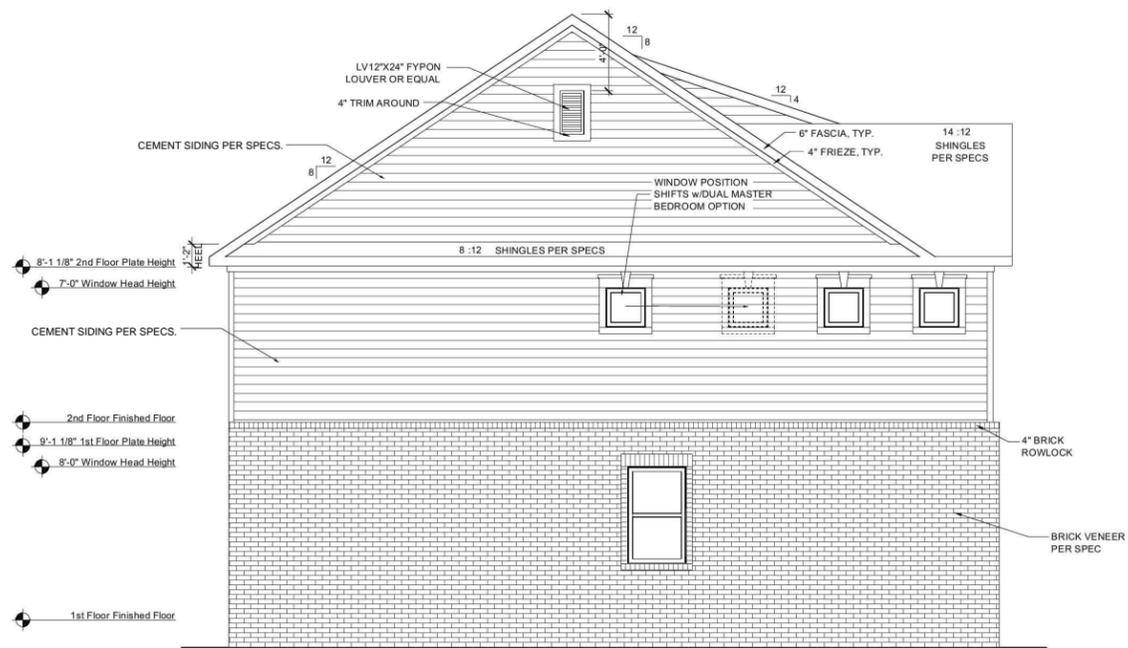
3 REAR ELEVATION BRICK OPTION
 SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
 SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

EXAMPLE

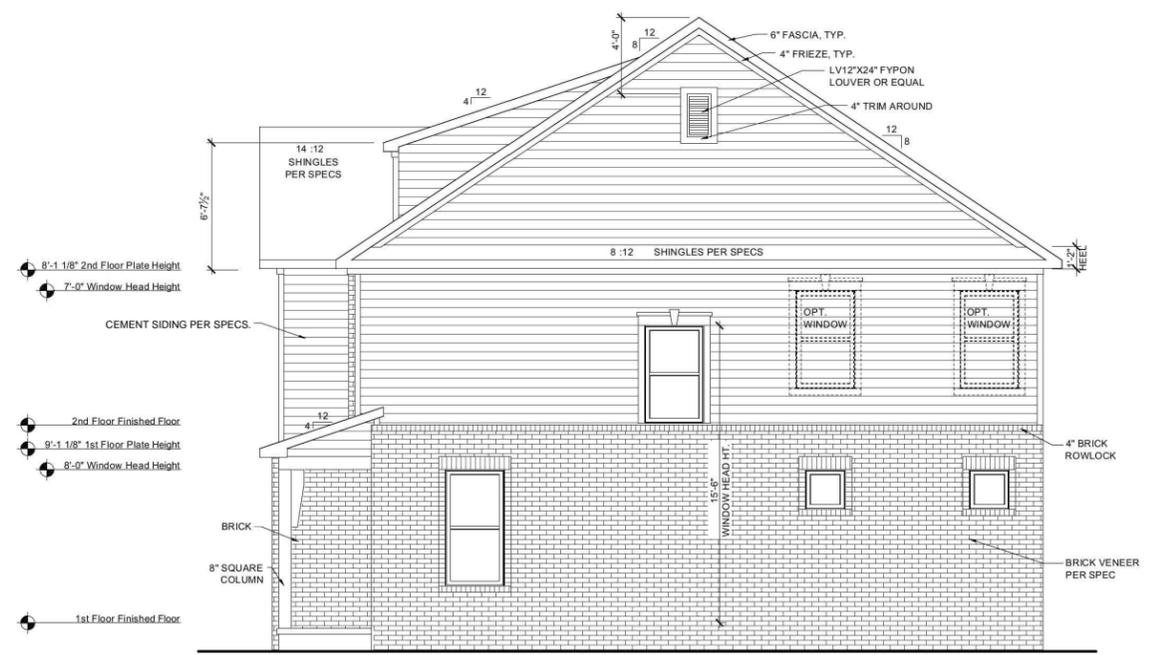


2 REAR ELEVATION
 SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
 SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

20' & 24' TOWNHOME ELEVATION PLANS



1 LEFT ELEVATION
SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
 SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



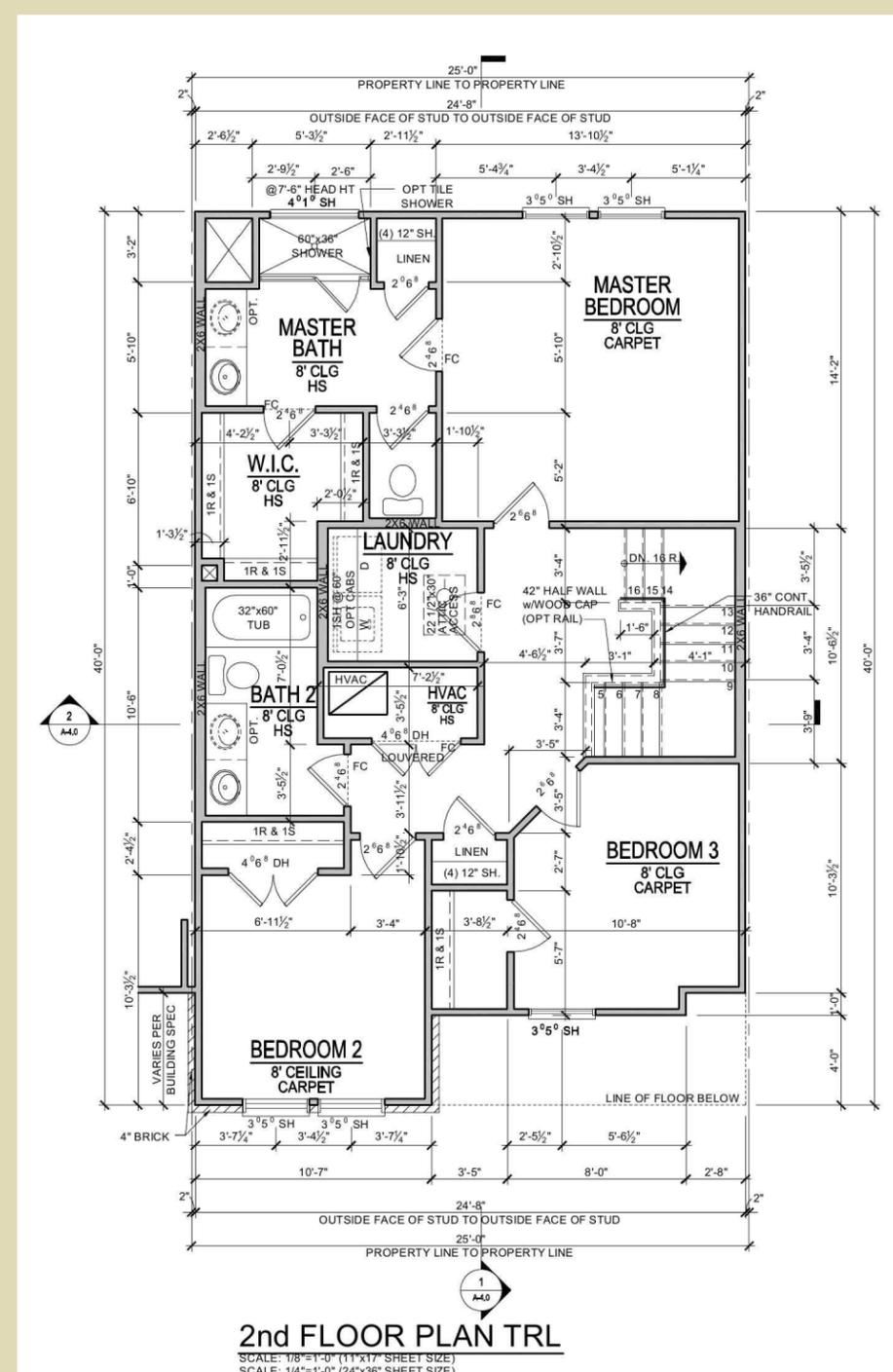
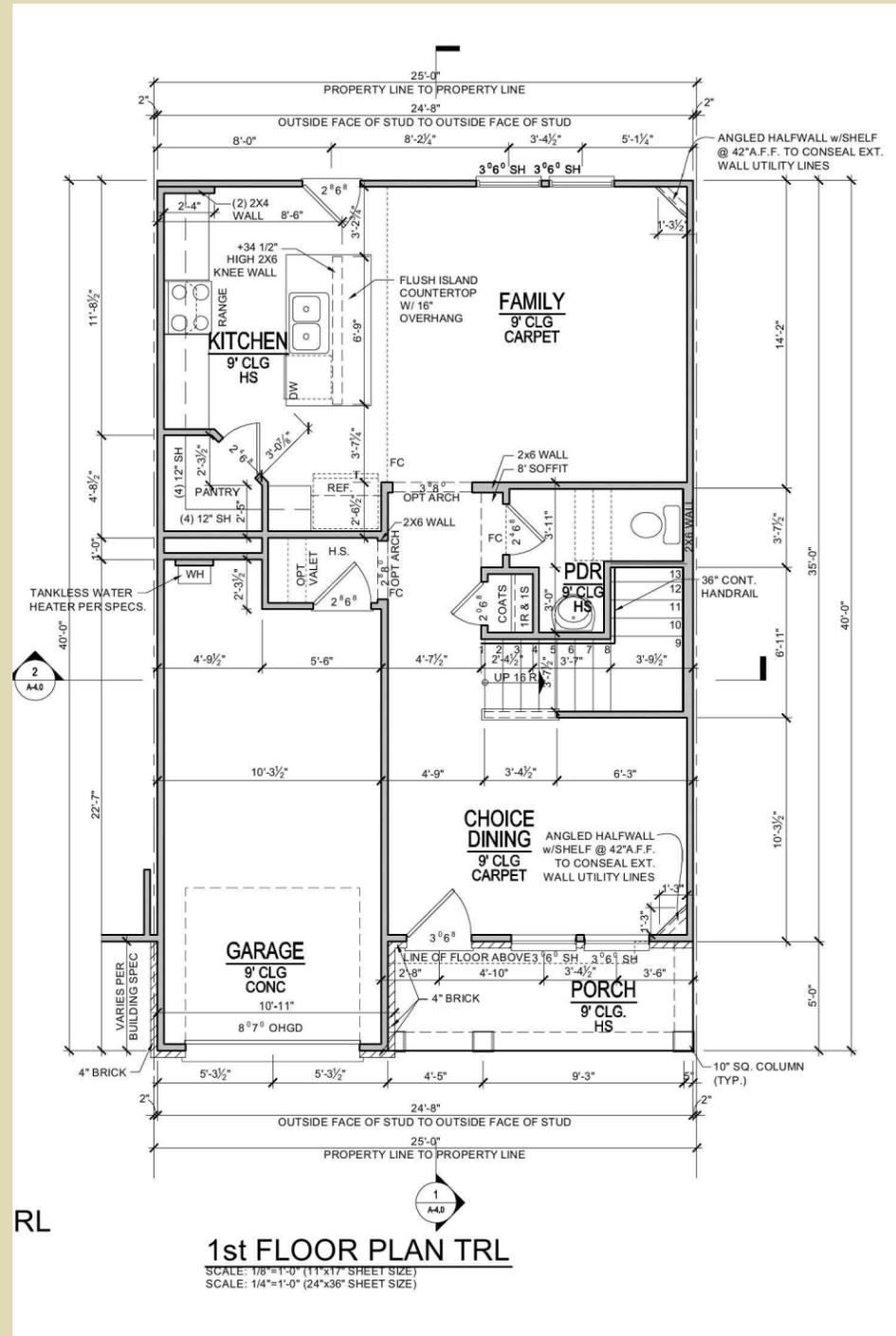
2 RIGHT ELEVATION-END UNIT
SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
 SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

EXAMPLE

20' & 24' TOWNHOME ELEVATION PLANS

SPRING CREEK at ASBURY

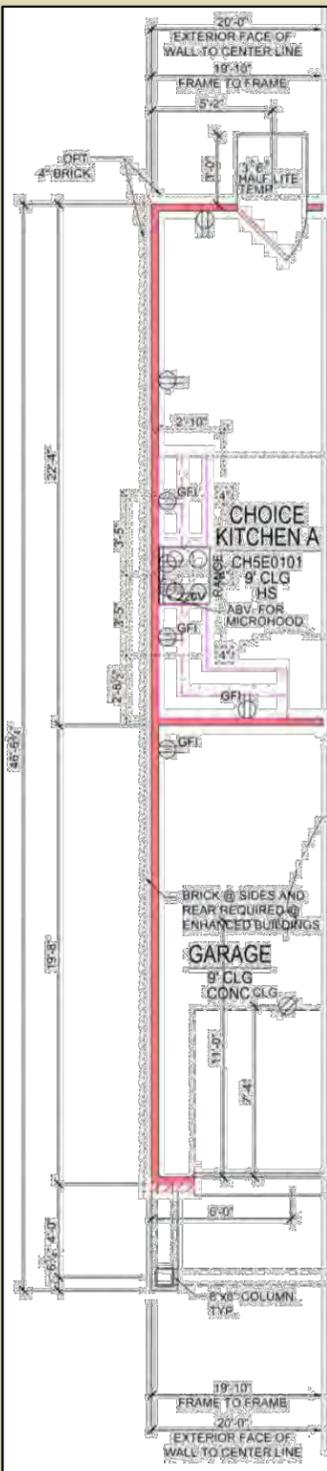
Murfreesboro, Rutherford County, Tennessee



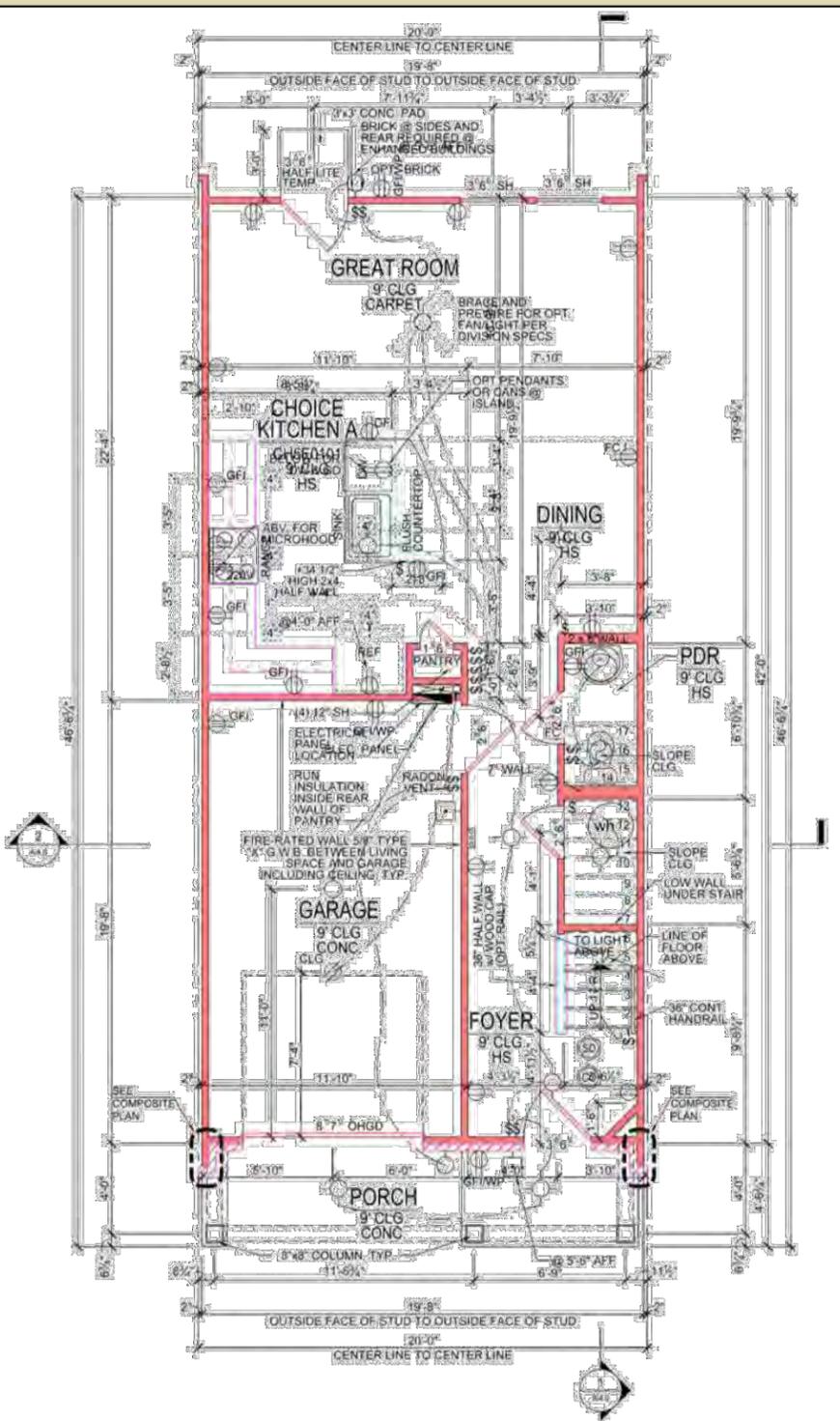
EXAMPLE

24' TOWNHOME FLOORPLANS

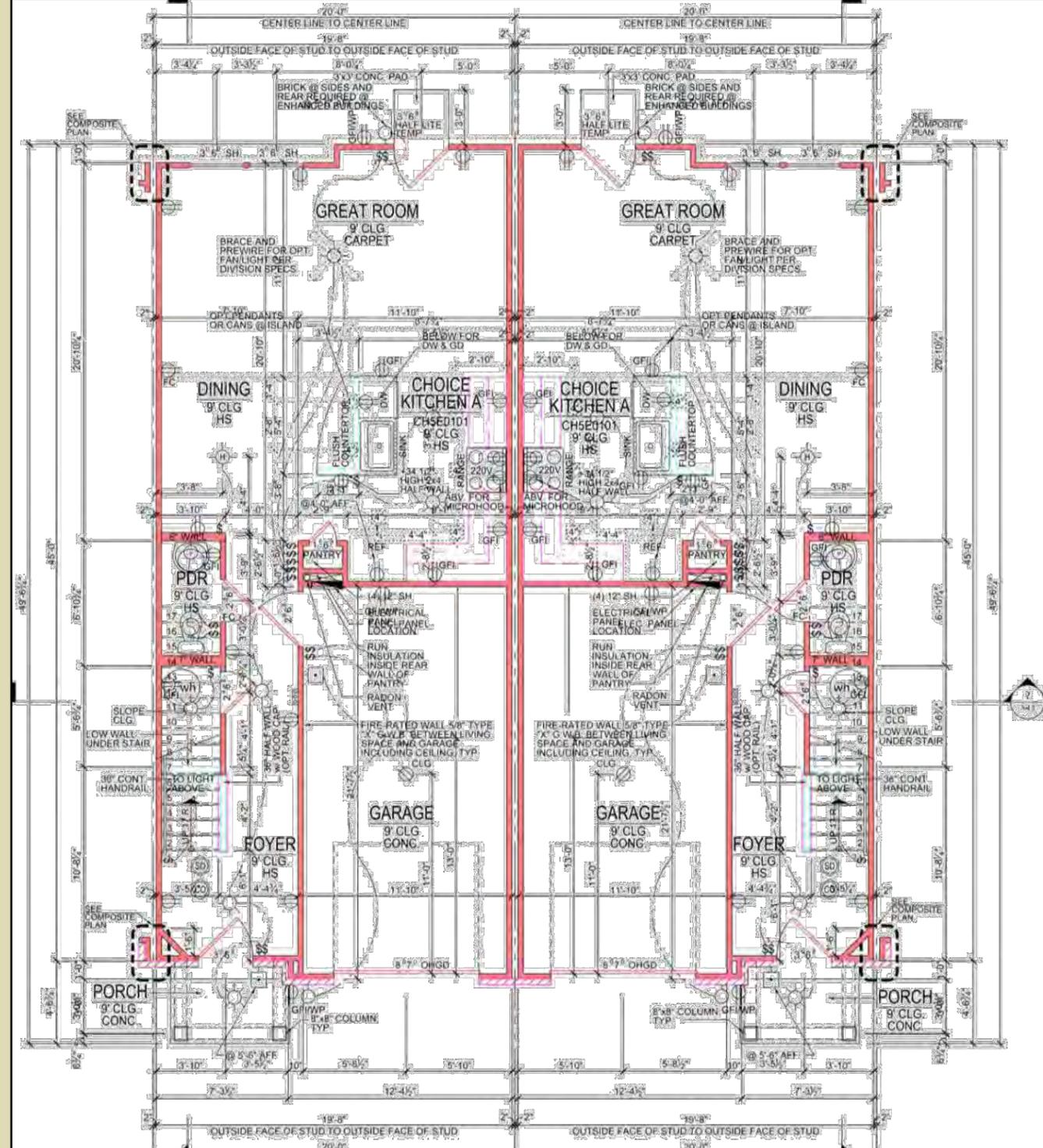
SPRING CREEK at ASBURY



1st FLOOR PLAN TRL/TRM (MIRRORED) LEFT END UNIT
 SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
 SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



1st FLOOR PLAN TRL/TRM (MIRRORED)
 SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
 SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



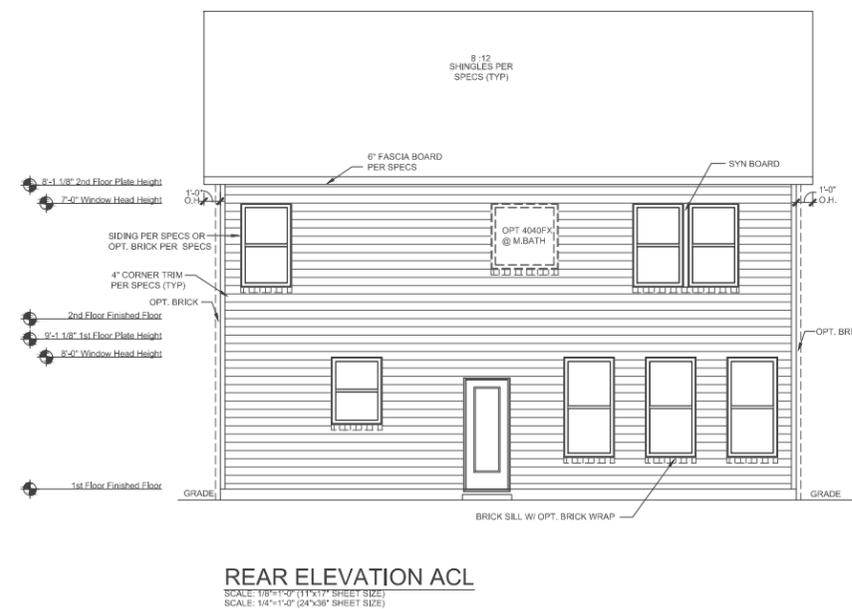
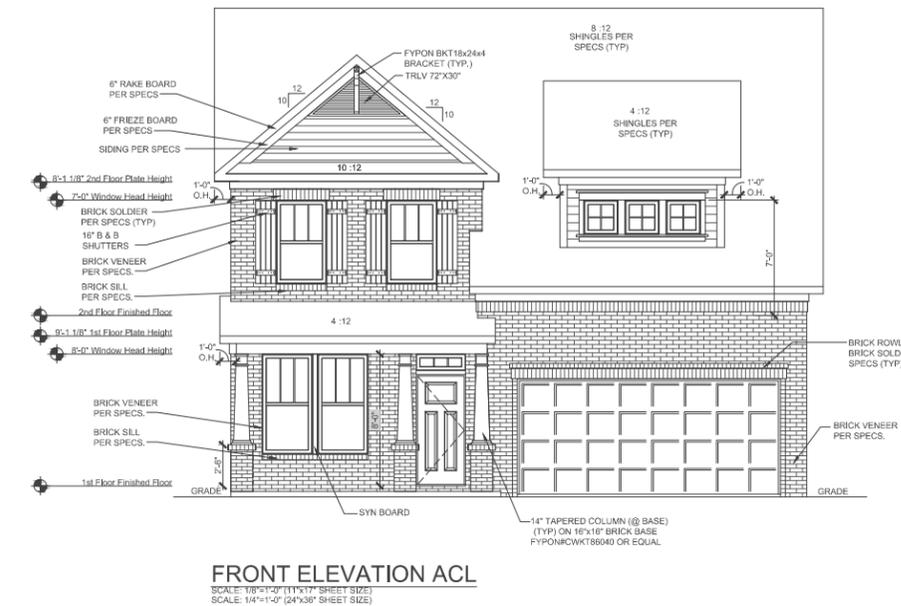
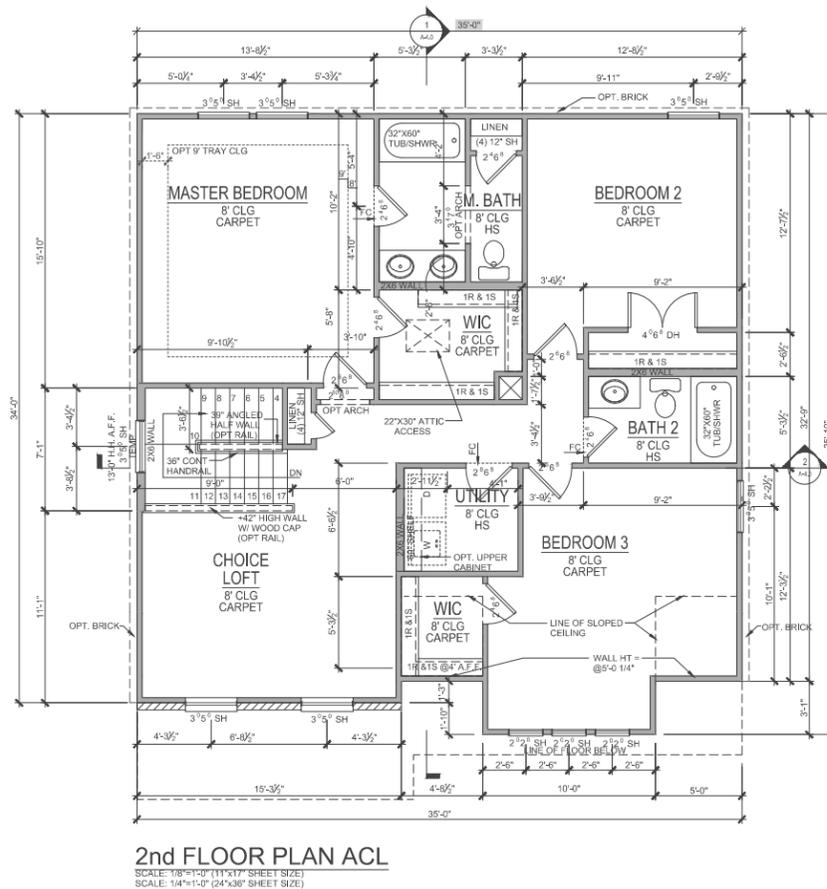
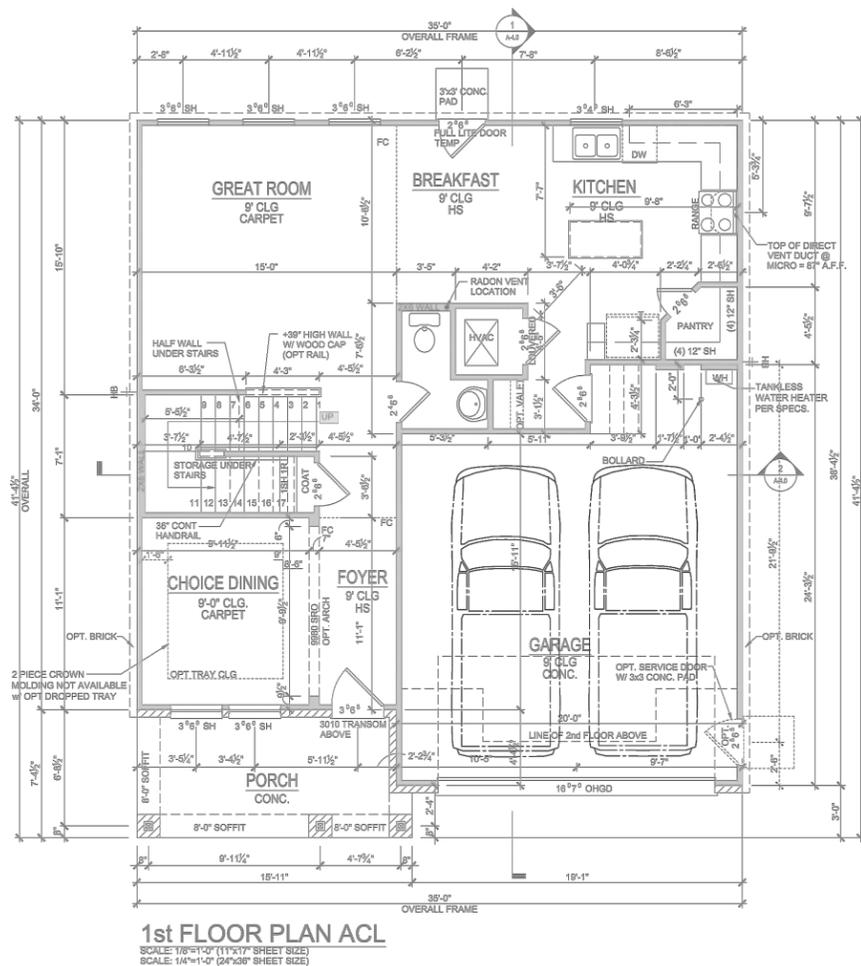
1st FLOOR PLAN TRL & TRM (MIRRORED)
 SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
 SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)

EXAMPLE

20' TOWNHOME FLOORPLANS

SPRING CREEK at ASBURY

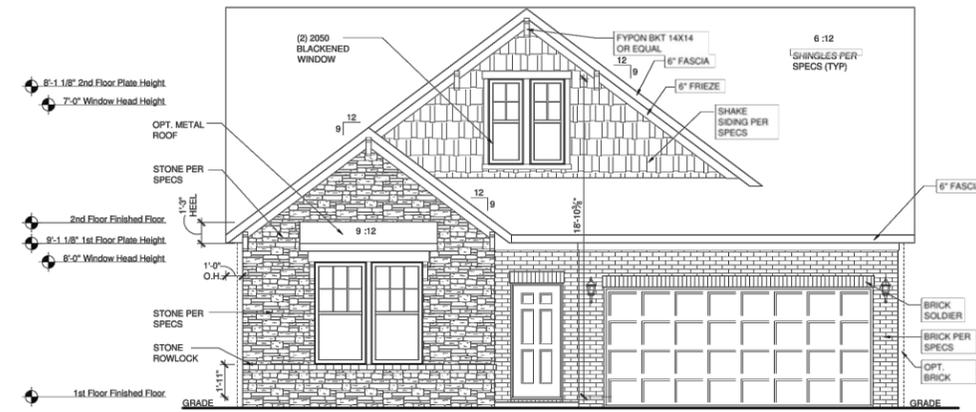
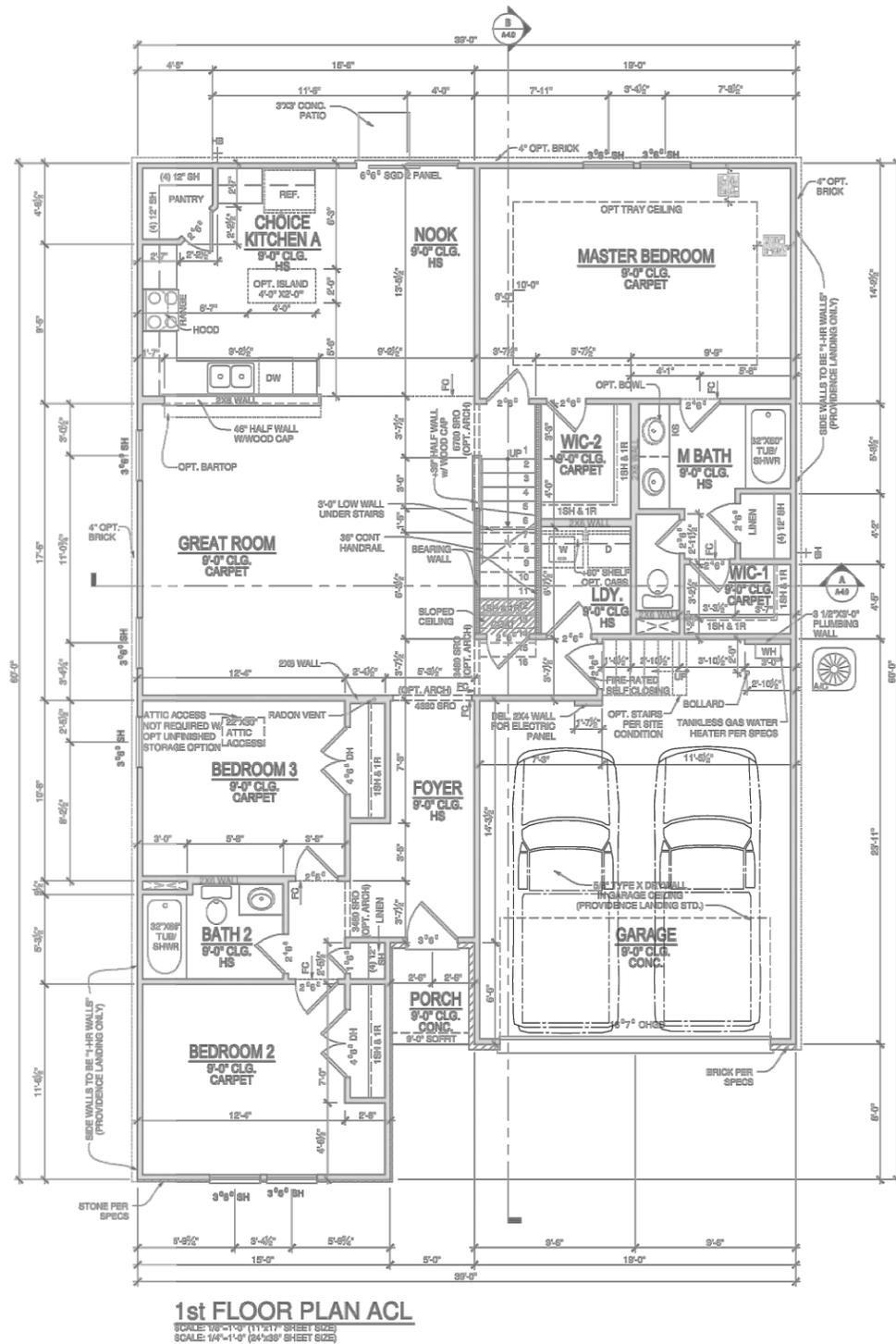
Murfreesboro, Rutherford County, Tennessee



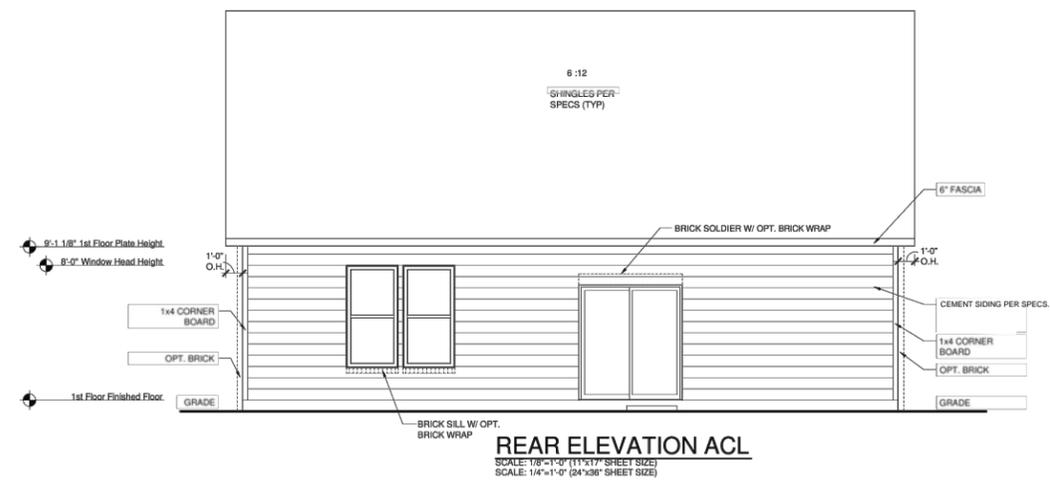
CONTRARY TO THE FLOOR PLANS SHOWN HERE, ALL GARAGES IN THE SINGLE-FAMILY PORTION OF THIS PUD WILL HAVE A MINIMUM OF 23' OF DEPTH FOR THE ENTIRE WIDTH OF THE GARAGE. HOT WATER HEATERS MAY BE INSTALLED WITHIN THESE GARAGES.

EXAMPLE

SINGLE FAMILY ELEVATIONS & FLOORPLAN

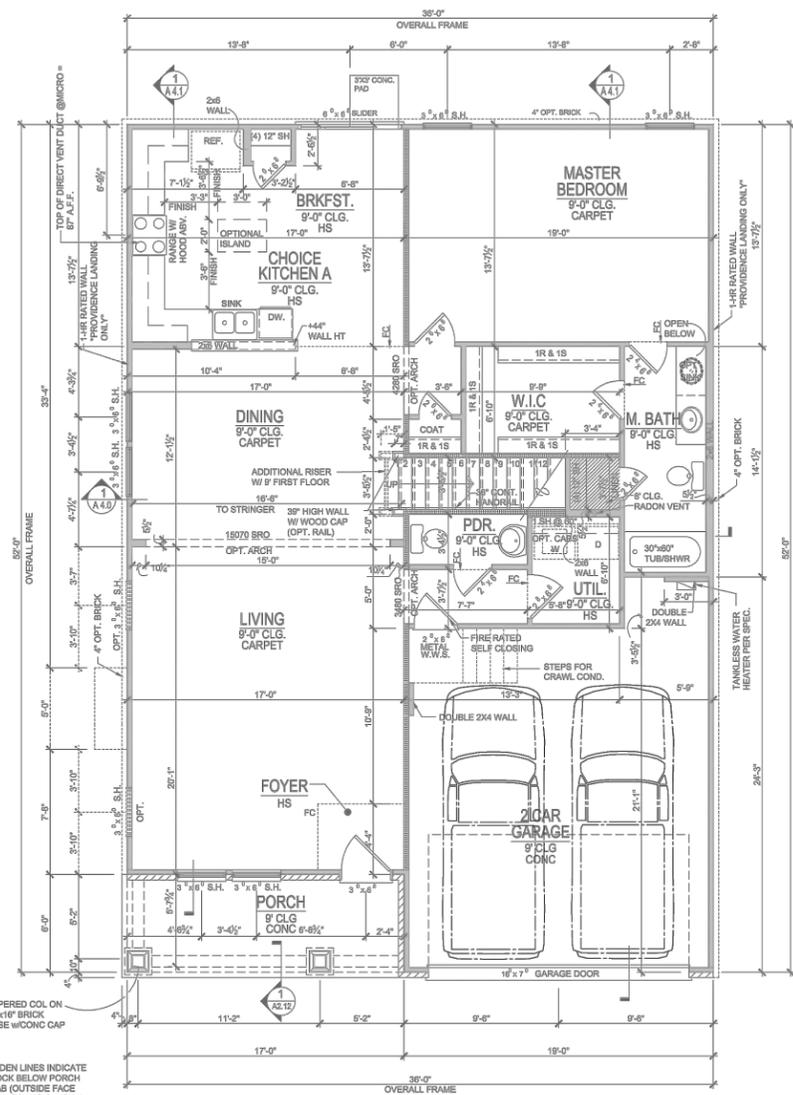


CONTRARY TO THE FLOOR PLANS SHOWN HERE, ALL GARAGES IN THE SINGLE-FAMILY PORTION OF THIS PUD WILL HAVE A MINIMUM OF 23' OF DEPTH FOR THE ENTIRE WIDTH OF THE GARAGE. HOT WATER HEATERS MAY BE INSTALLED WITHIN THESE GARAGES.

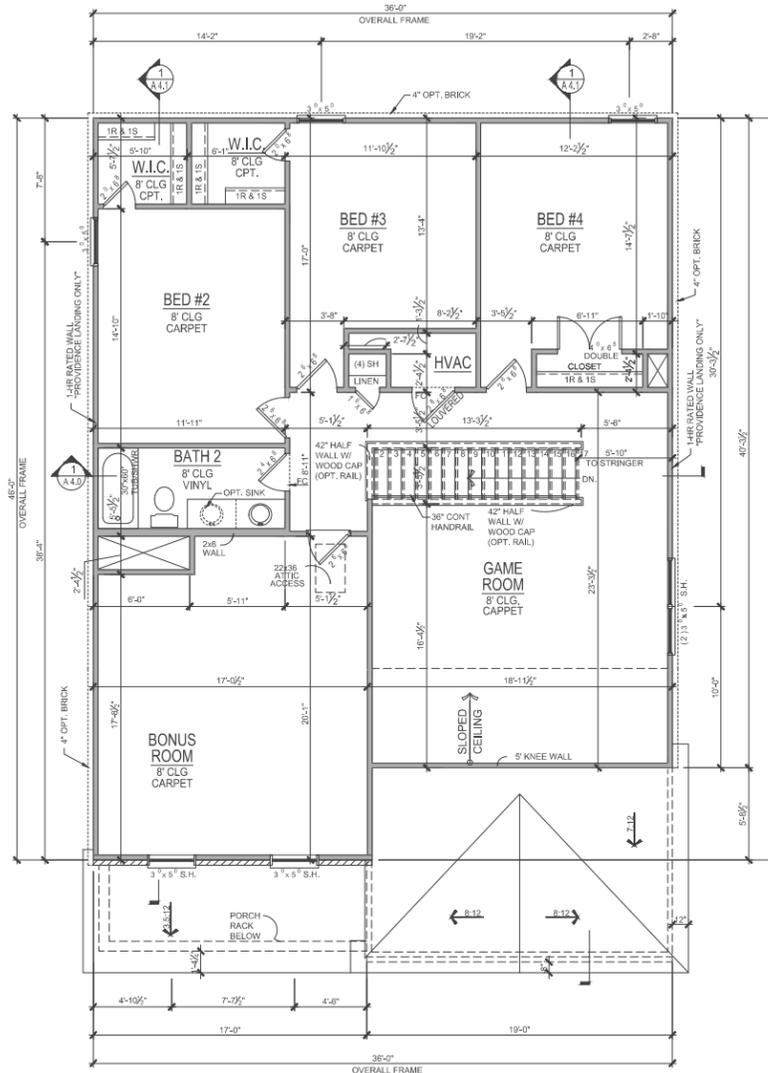


EXAMPLE

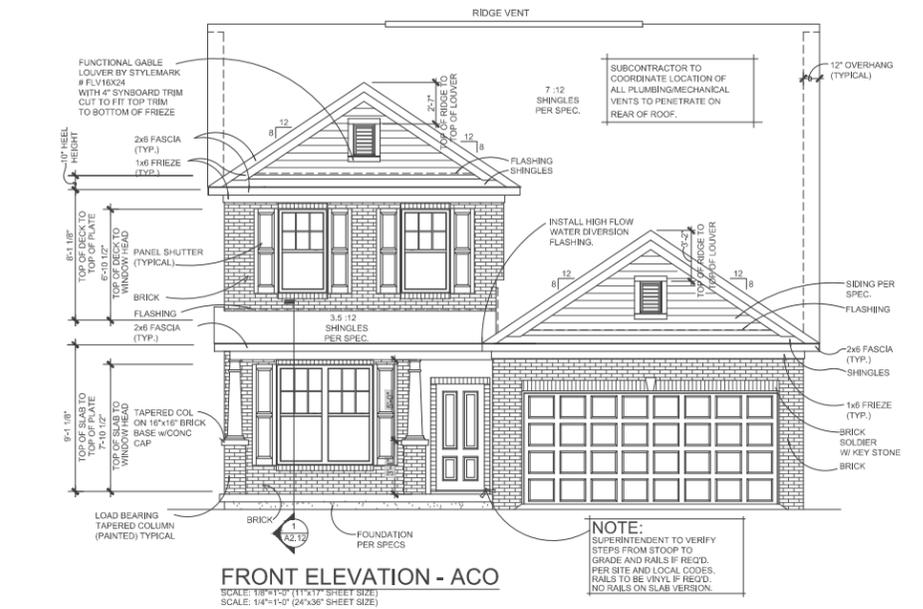
SINGLE FAMILY ELEVATIONS & FLOORPLAN



FIRST FLOOR PLAN ACO
 SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
 SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



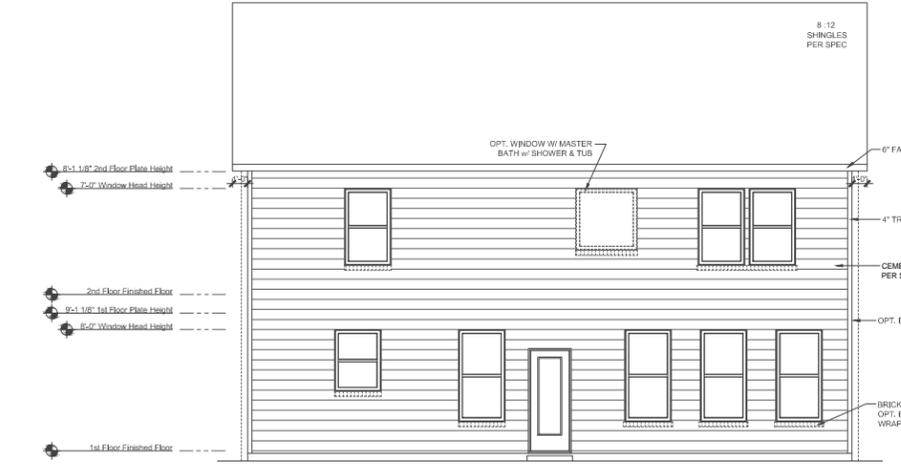
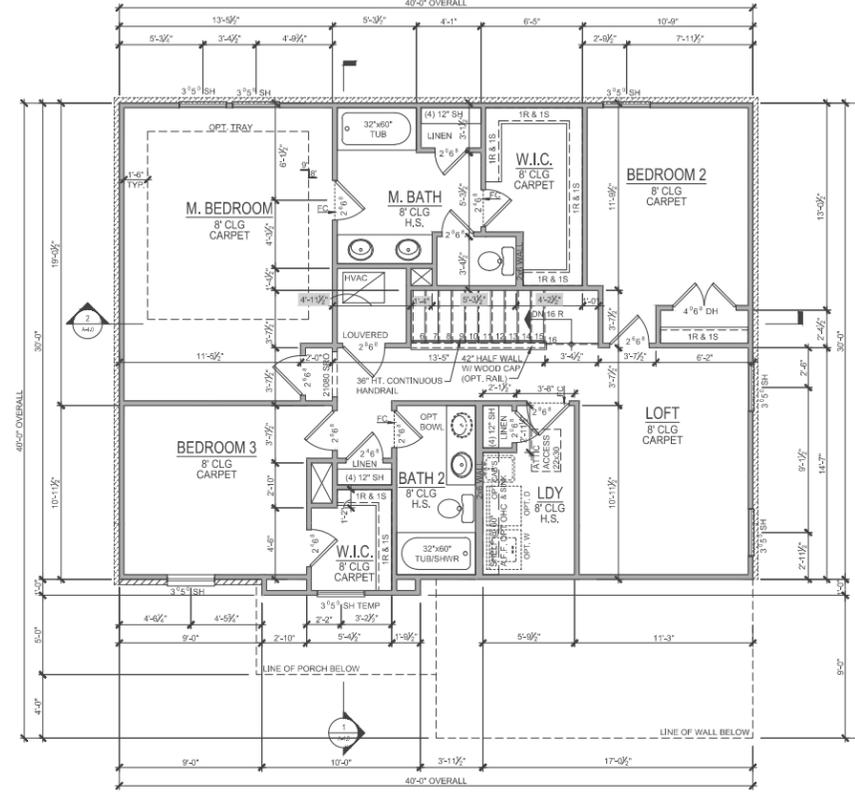
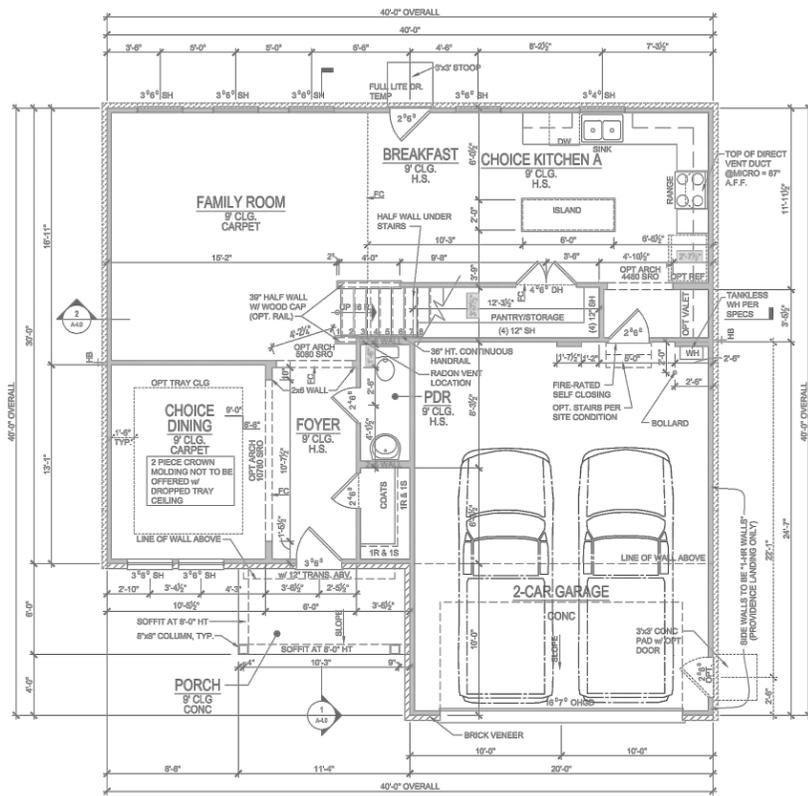
SECOND FLOOR PLAN ACO
 SCALE: 1/8"=1'-0" (11"x17" SHEET SIZE)
 SCALE: 1/4"=1'-0" (24"x36" SHEET SIZE)



CONTRARY TO THE FLOOR PLANS SHOWN HERE, ALL GARAGES IN THE SINGLE-FAMILY PORTION OF THIS PUD WILL HAVE A MINIMUM OF 23' OF DEPTH FOR THE ENTIRE WIDTH OF THE GARAGE. HOT WATER HEATERS MAY BE INSTALLED WITHIN THESE GARAGES.

EXAMPLE

SINGLE FAMILY ELEVATIONS & FLOORPLAN



CONTRARY TO THE FLOOR PLANS SHOWN HERE, ALL GARAGES IN THE SINGLE-FAMILY PORTION OF THIS PUD WILL HAVE A MINIMUM OF 23' OF DEPTH FOR THE ENTIRE WIDTH OF THE GARAGE. HOT WATER HEATERS MAY BE INSTALLED WITHIN THESE GARAGES.

EXAMPLE

SINGLE FAMILY ELEVATIONS & FLOORPLAN



EXISTING SINGLE FAMILY

SINGLE FAMILY ARCHITECTURAL RENDERINGS



EXISTING SINGLE FAMILY

SINGLE FAMILY ARCHITECTURAL RENDERINGS



EXAMPLE 20' PRODUCT



EXISTING 24' PRODUCT

TOWNHOME ARCHITECTURAL RENDERINGS

SPRING CREEK at ASBURY

Murfreesboro, Rutherford County, Tennessee

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

Response: An exhibit showing available utilities is given on page 8. An exhibit showing public R.O.W. is given on page 10.

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

Response: An exhibit is given on page 9 f& 27 that shows the existing contours and drainage patterns along with an aerial photograph of the area. A significant portion of this site is located within the 100 yr floodplain line for overall creek.

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

Response: Exhibits and aerials on pages 6, 9, & 10 give the location of existing structures on the subject property and the surrounding properties. An exhibit on page 7 gives the zoning of those same properties.

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

Response: Pages 3-4, & 26-30 lists standards and exhibits showing the concept plan which shows each of these items.

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

Response: Page 4 lists this information

6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio) and the O.S.R. (open space ratio)

Response:

FLOOR AREA RATIO (F.A.R.)
TOTAL MAXIMUM FLOOR AREA = (2,800 SF x 47) + (2000 SF x 101) = 333,600 SF
TOTAL SITE AREA = 3,401,985 SF
F.A.R. = 333,600 SF / 3,401,985 SF = 0.10

LIVABILITY SPACE RATIO (L.S.R.)
TOTAL MAXIMUM FLOOR AREA = 333,600 SF
TOTAL SITE AREA = 3,401,985 SF
TOTAL DRIVE/PARKING AREA = 154,655 SF
TOTAL LIVEABLE SPACE = 3,401,985 SF – 154,655 SF = 3,247,330 SF
L.S.R. = 3,247,330 SF / 333,600 SF = 9.7

OPEN SPACE RATIO (O.S.R.)
TOTAL OPEN SPACE = 2,374,020 SF
TOTAL MAXIMUM FLOOR AREA = 333,600 SF
O.S.R. = 2,374,020 SF / 333,600 SF = 7.1

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

Response: the property is currently zoned PRD. The surrounding areas have a mixture of single family residential properties zoned (RS-15 & county – medium density residential). This revised planned residential development offers a number single family lots in addition to the different sized townhome products. We feel that by providing single family lots and different sized townhome units we will not only provide buyers with more options to better suit their needs by we will also be more consistent with the surrounding neighborhood characteristics.

SECTION 13(D)(2)(9)(1-15)

SPRING CREEK at ASBURY

Murfreesboro, Rutherford County, Tennessee

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

Response: This development proposed the creation of an HOA to enforce the proposed CCR's.

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

Response: The development proposed a variance from the current ordinance which does not allow garages to count toward minimum parking requirements for single family lots

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

Response: This property is not in the Airport Overlay District (AOD), Battlefield Protection District (BPD), Gateway Design Overlay District (GDO), Historical District (H-1), or Planned Signage Overlay District (PS). A portion of this property lies in Zone AE, within the 100-floodplain, according to the current FEMA map panel.

11. The location and proposed improvements of any street depicted on the Murfreesboro major thoroughfare plan as adopted and as it may be amended from time to time.

Response: Page 10 shows the major thoroughfare plan.

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

Response: The primary representative is Ryan Lovelace, Principal of Civil Site Design Group, PLLC. Developer / Applicant is Matt Williams of Beazer Homes. Contact info for both is provided on cover sheet.

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

Response: Pages 11-22 show the architectural character of the proposed homes with garages shown and building materials listed.

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

Response: Page 5 shows the proposed main entrance example landscaping, entrance monument, and light fixtures. All elements of the sign will be in accordance with the City of Murfreesboro's sign ordinance.

SECTION 13 (D) (2) (9) (1 - 1 5)

SPRING CREEK at ASBURY

Murfreesboro, Rutherford County, Tennessee

SPRING CREEK

PLANNED UNIT DEVELOPMENT

ASBURY LANE
MURFREESBORO, RUTHERFORD COUNTY, TN

SHEET INDEX

C1.00	COVER
C1.01	OVERALL MASTER PLAN
C1.01	MASTER PLAN
C2.00	UTILITY PLAN
C3.00	GRADING AND DRAINAGE PLAN
C4.00	PHASING PLAN



VICINITY MAP
N.T.S.

OWNER / DEVELOPER

BEAZER HOMES - NASHVILLE DIVISION
201 CORPORATE CENTER DRIVE, STE 180
FRANKLIN, TN 37067
CONTACT: MATT WILLIAMS

ENGINEER

CIVIL SITE DESIGN GROUP, PLLC
2305 KLINE AVENUE, STE 300
NASHVILLE, TN 37211
CONTACT: RYAN LOVELACE, P.E.
PHONE NUMBER: 615-248-9999

CIVIL SITE
DESIGN GROUP
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS
2305 KLINE AVENUE, SUITE 300 - NASHVILLE, TN 37211
615-248-9999 www.civil-site.com



DATE: MAY 16, 2019
JOB NO.: 16-073-01

P M D P COVER

SPRING CREEK at ASBURY

Murfreesboro, Rutherford County, Tennessee



CIVIL·SITE
 DESIGN GROUP
 ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS
 2305 Kline Avenue, Suite 300 - Nashville, Tennessee 37211
 615.248.9999 www.Civil-Site.com



OVERALL PLAN
MASTER PLAN
SPRING CREEK
 PLANNED UNIT DEVELOPMENT
 ASBURY LANE
 MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE

INTERSTATE 24

WATER QUALITY PROTECTION AREA
 THIS AREA IS DESIGNATED AS A WATER QUALITY PROTECTION AREA. THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF THE SOIL AND/OR NATIVE VEGETATION, EXCEPT AS PERMITTED IN WRITING BY THE DIRECTOR OF THE WATER AND SEWER DEPARTMENT OR ENGINEERING DIRECTOR. DISTURBANCE OF THE WATER QUALITY PROTECTION AREA, INCLUDING PLACEMENT OF STRUCTURES AND APPLICATION OF HERBICIDES OR FERTILIZERS, IS PROHIBITED. IN ZONE 2 ONLY, PROPERTY OWNERS ARE ALLOWED TO HAVE MANAGED VEGETATION WHICH IS LIMITED TO CUTTING, MOWING, NO-TILL PLANTING AND AERATION. REFERENCE CITY CODE, CHAPTER 21.10.

LEGEND

- POWER POLE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED WATER LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING GAS LINE

[Hatched Box] ZONE 1 - 35 FEET
 [Cross-hatched Box] ZONE 2 - 15 FEET

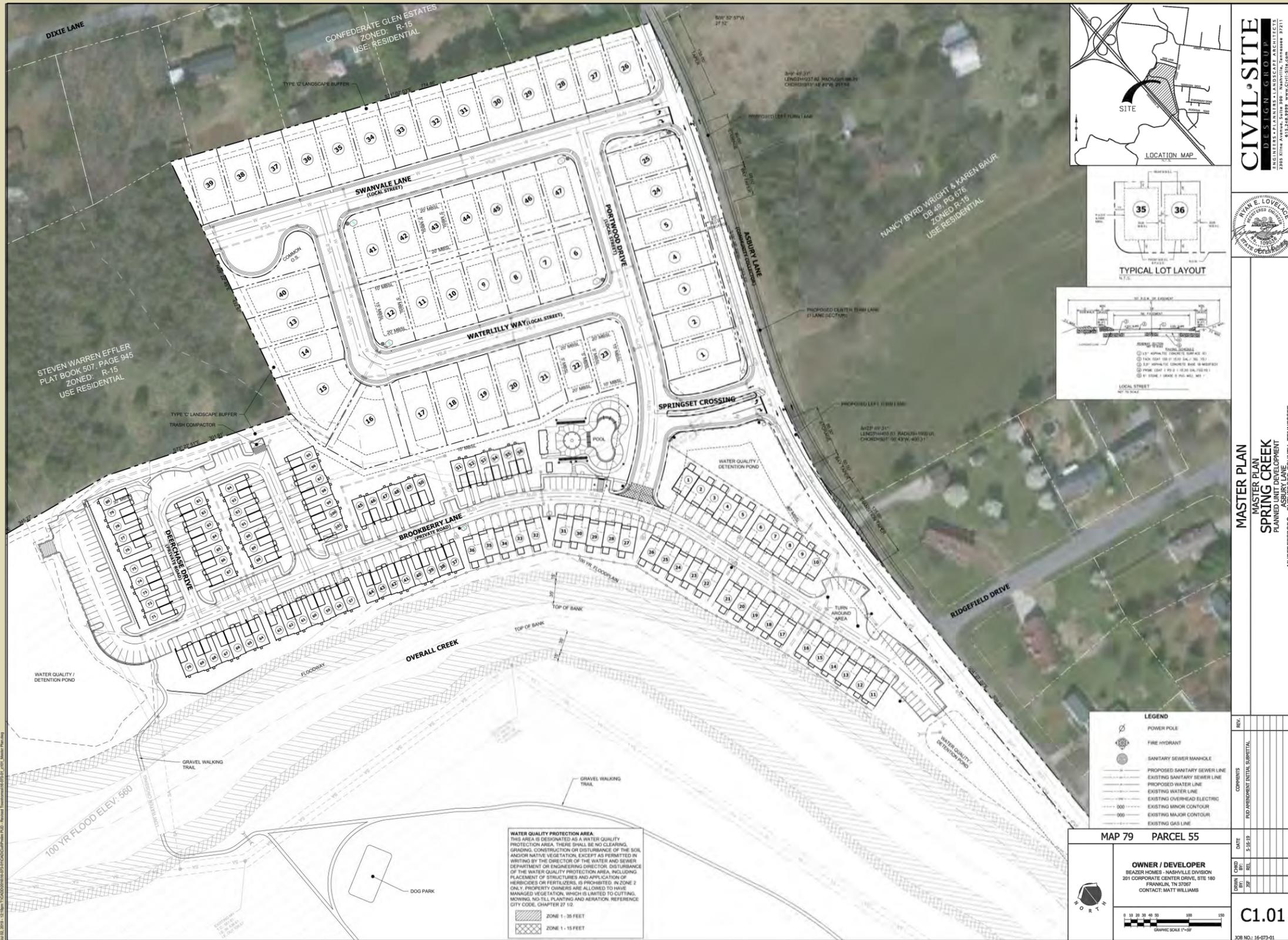
MAP 79 PARCEL 55

OWNER / DEVELOPER
 BEAZER HOMES - NASHVILLE DIVISION
 201 CORPORATE CENTER DRIVE, STE 180
 FRANKLIN, TN 37067
 CONTACT: MATT WILLIAMS

C1.00

GRAPHIC SCALE 1"=100'

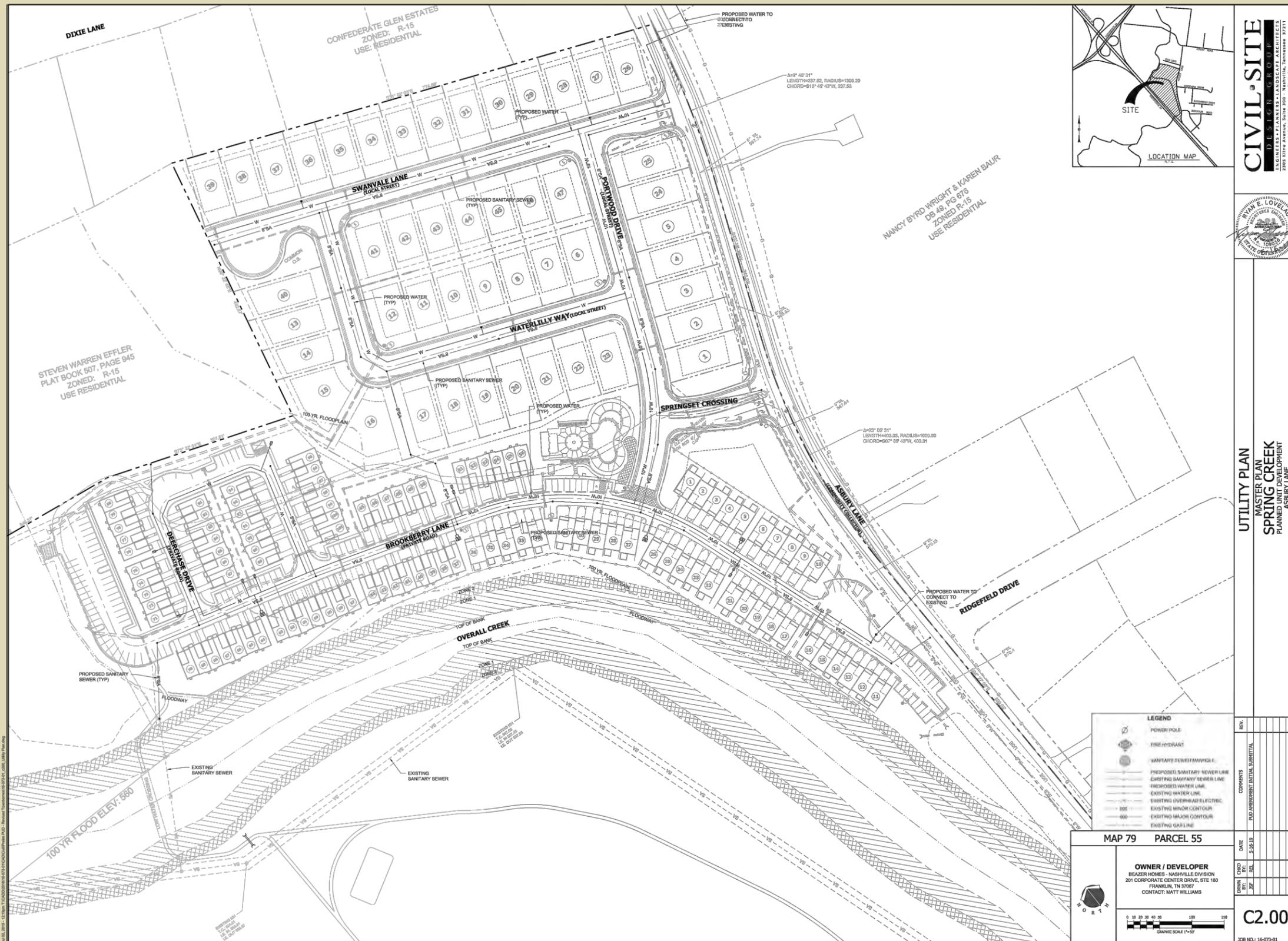
REV.	DATE	DESCRIPTION
1	5-16-19	FOR APPROVAL INITIAL SUBMITTAL



MASTER PLAN

SPRING CREEK at ASBURY

Murfreesboro, Rutherford County, Tennessee



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 ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS
 200 BIRN AVENUE, SUITE 300 - NASHVILLE, TENNESSEE 37211
 615.248.9999 www.Civil-Site.com

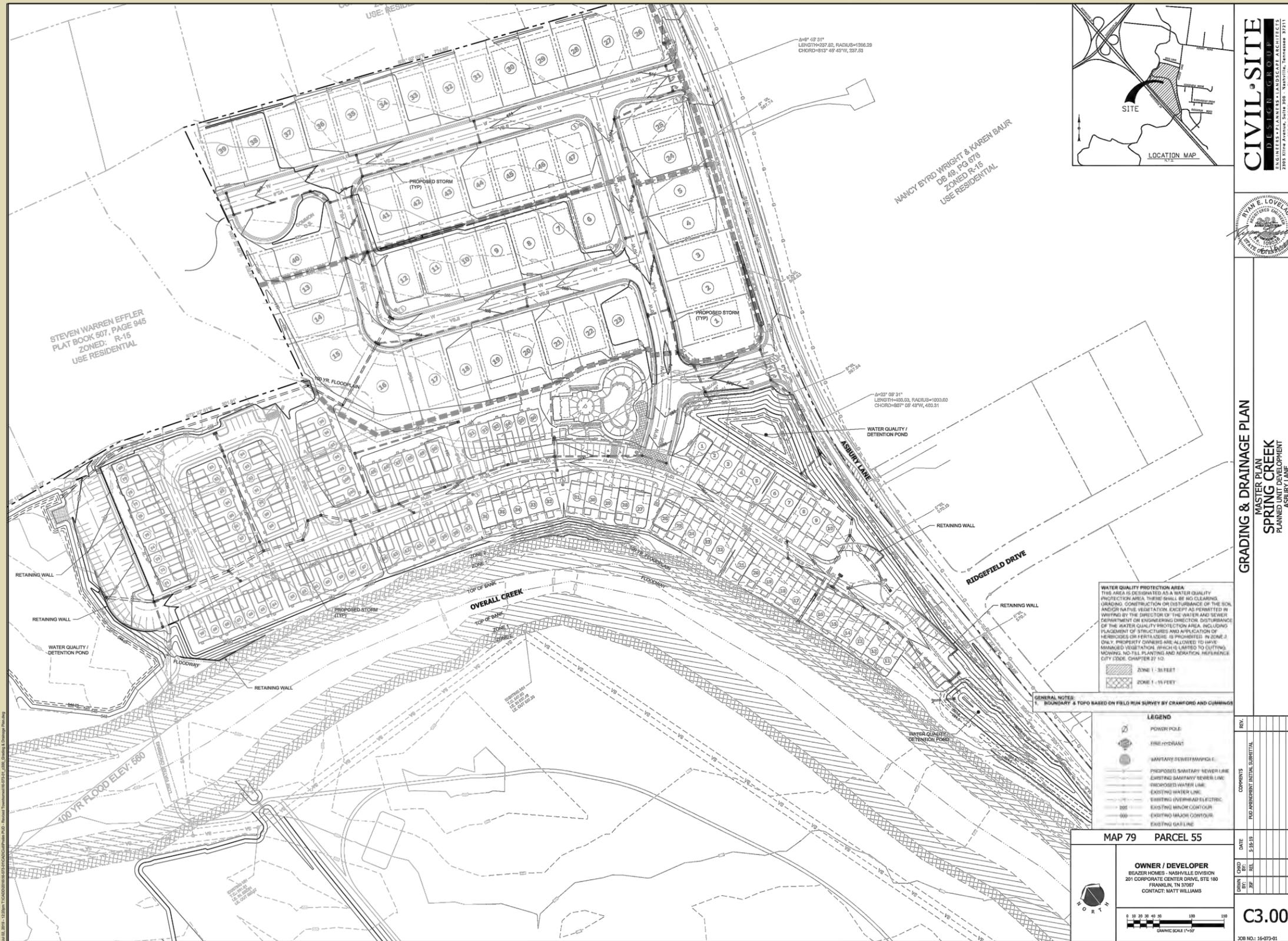


UTILITY PLAN
MASTER PLAN
SPRING CREEK
 PLANNED UNIT DEVELOPMENT
 ASBURY LANE
 MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE

UTILITY PLAN

SPRING CREEK at ASBURY

Murfreesboro, Rutherford County, Tennessee



CIVIL·SITE
 DESIGN GROUP
 ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS
 2305 KILME AVENUE, SUITE 300 - NASHVILLE, TENNESSEE 37211
 615.248.9999 WWW.CIVIL-SITE.COM

GRADING & DRAINAGE PLAN
 MASTER PLAN
SPRING CREEK
 PLANNED UNIT DEVELOPMENT
 ASBURY LANE
 MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE

WATER QUALITY PROTECTION AREA
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ZONE 1 - 30 FEET
 ZONE 2 - 15 FEET

LEGEND

- POWER POLE
- LINE HYDRANT
- SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED WATER LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING GAS LINE

MAP 79 PARCEL 55

OWNER / DEVELOPER
 BEAZER HOMES - NASHVILLE DIVISION
 201 CORPORATE CENTER DRIVE, STE 100
 FRANKLIN, TN 37007
 CONTACT: MATT WILLIAMS

C3.00

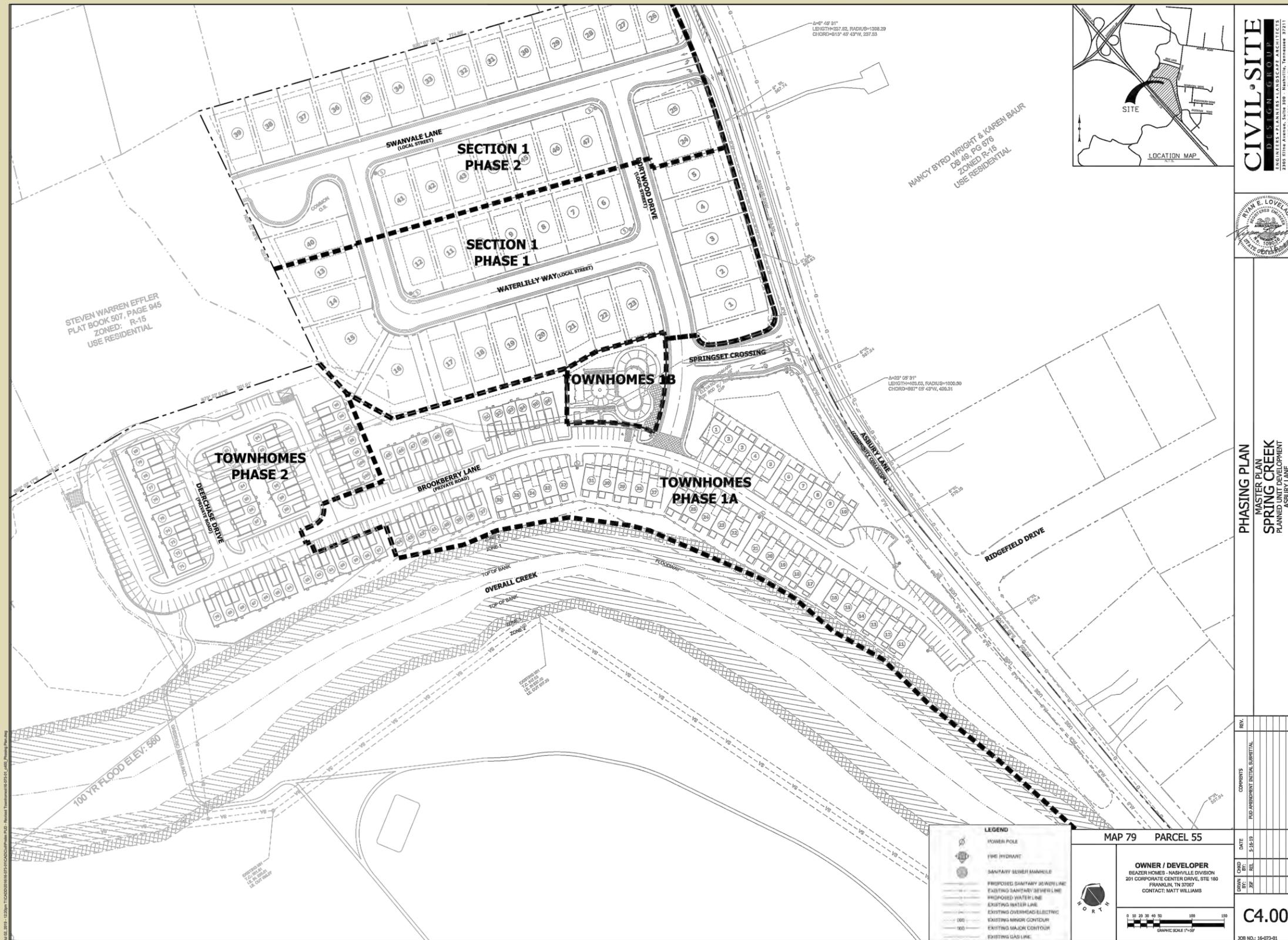
DATE: 5-18-13
 COMMENTS: PRELIMINARY INITIAL SUBMITTAL

JOB NO.: 16-073-01

GRADING & DRAINAGE PLAN

SPRING CREEK at ASBURY

Murfreesboro, Rutherford County, Tennessee



PHASING PLAN

SPRING CREEK at ASBURY

Murfreesboro, Rutherford County, Tennessee

DRAFT

**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
JULY 10, 2019**

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice Chair
Eddie Smotherman
Warren Russell
Chase Salas
Jennifer Garland
Ronnie Martin

STAFF PRESENT

Donald Anthony, Planning Director
Matthew Blomeley, Assistant Director
Margaret Ann Green, Principal Planner
Dianna Tomlin, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Sam Huddleston, Executive Dir. Of Dev. Services
Carolyn Jaco, Recording Assistant
Adam Tucker, City Attorney

Chair Kathy Jones called the meeting to order after determining there was a quorum. The minutes of the June 5, 2019, and June 19, 2019, Planning Commission meetings were approved as submitted.

Public Hearings

Zoning application [2019-415] for 2,348 lots (approximately 920 acres), as shown on accompanying map, to be rezoned City Core Overlay (CCO), Murfreesboro Planning Department applicant. Mr. Donald Anthony began by explaining the City of Murfreesboro has been working on the expansion of the City Core Overlay district over a year. The text for the City Core Overlay district has been reviewed by the Planning Commission a few months back and it is now being reviewed by City Council. The City Core Overlay amendment text follows closely with the Historic District, the approved North Highland Avenue Study, and the Historic Bottoms Study. Between the approved studies and the Zoning Map Amendment there have been seven City Core Overlay meetings with various groups, meetings with downtown business owners, and outreach efforts to discuss the vision for the downtown area.

Continuing, Mr. Anthony explained to the public whom were attending the meeting the process for public notices being mailed out for tonight's public hearing. Information had been provided to the public on the local TV Channel 3, our City website, and an advertisement had been placed

DRAFT

DRAFT

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

Zoning application [2019-416] to amend the Spring Creek PRD to increase the number of single-family, attached units on approximately 74.5 acres located along Asbury Lane, Beazer Homes applicant.

Ms. Margaret Ann Green summarized the staff report, which had been made available to the Planning Commission in their agenda packet. Ms. Green made known this amendment would increase the density by 11 additional units. Therefore, an increase in the density had been a trigger to add a compactor for this development.

Chair Kathy Jones opened the public hearing

Mr. Matt Williams was in attendance to represent the applicant. Mr. Williams came forward to state, this proposal for Beazer Homes is to provide more diversity than the current plan had provided. The request is to add another townhome product to allow three different options in three different price points for the community. The proposed architecture plan is very similar with the other products in this development. In addition, Mr. Williams made known they had conducted an informal neighborhood meeting with the current residents and the new product was positively received.

Chair Kathy Jones opened the public hearing.

Mr. Quinton McDonald came forward to make known he was a hydrologist/geologist and was representing the residents Ms. Nancy Wright and Ms. Karen Bauer 3507 Asbury Lane.

Mr. Quinton McDonald stated, the residents do not oppose the amendment; however, they are concerned with the stormwater issues. When Beazer Homes began construction for their development, it impacted the residents with flooding onto Ms. Nancy Wright and Ms. Karen Bauer's property. Ms. Wright and Ms. Bauer are requesting for all parties involved with this applicant, review the stormwater holistically throughout Asbury Lane. He requested, for Beazer Homes, the City of Murfreesboro, and all those involved, to work on an approach that prevents stormwater effecting any one party. The residents he is representing have only seen their property flood once and it had been during the May 2010, flood. Due to the ongoing growth in the area,

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MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 10, 2019

the residents whom he is representing are seeing water being received on their property which had not ever received before. In addition, the increase of water is also due from the widening of the road for this development. Going forward, Mr. McDonald requested, he and the residents continue working with the City and allow them to be in the process to address stormwater.

Ms. Sherry Brown 3818 Asbury Road – has concerns with the increase of traffic in this area. She requested that a traffic signal be placed along Asbury Lane and Medical Center Parkway.

Chair Kathy Jones closed the public hearing.

Ms. Margaret Ann Green addressed the concerns that had been mentioned. She made known Staff has been involved with the property owners over the past year and would like to continue working with the property owners. After researching the property, drainage pipes had been cleaned out and maintained, and are properly functioning. To address the traffic concerns, the Major Thoroughfare Plan identifies this area for changes to the traffic network with a signalized intersection. However, at this time, there is no date for road improvements.

Mr. Ronnie Martin recommended for Staff to meet with Mr. Quinton McDonald, who came to represent the residents, Ms. Nancy Wright, and Ms. Karen Bauer 3507 Asbury Lane. This would be a courtesy meeting to have a conversation with Mr. McDonald about the resident's property.

Mr. Ken Halliburton made a motion to approve subject to all staff comments, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.

Zoning application [2019-417] for approximately 2.2 acres located along Manson Pike to be rezoned from RM-16 and GDO-1 to CF and GDO-1, Egbert Rebeiro applicant. Ms. Margaret Ann Green summarized the staff report, which had been made available to the Planning Commission in their agenda packet.

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

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ORDINANCE 19-OZ-24 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 74.5 acres in the Spring Creek Planned Residential Development (PRD) District located along Asbury Lane; Beazer Homes, LLC, applicant [2019-416].

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 additional floorplans for the townhome portion of the development and to increase the overall density by 10 dwelling units to a total of 148 dwelling units.

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

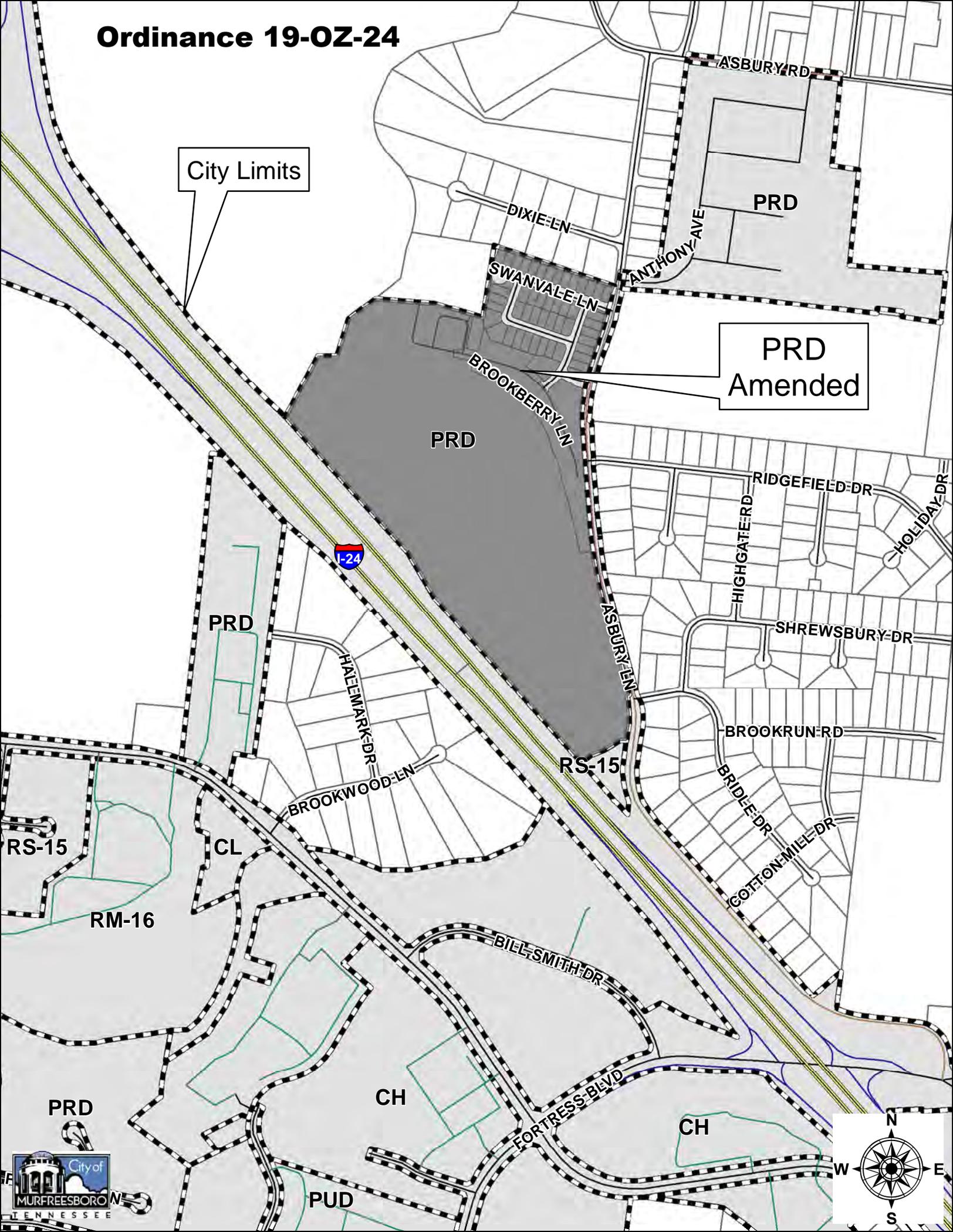
APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

Ordinance 19-OZ-24



City Limits

PRD Amended

RS-15

PRD

PRD

RS-15

RM-16

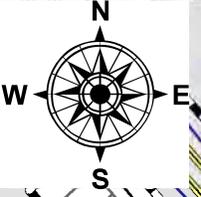
CL

CH

CH

PRD

PUD



COUNCIL COMMUNICATION

Meeting Date: 8/22/19

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"/>

Summary

Scheduling matters previously heard by the Planning Commission for public hearings before Council.

Staff Recommendation

Schedule public hearings for the two items below on September 19, 2019.

Background Information

During its regular meeting on August 7, 2019, the Planning Commission conducted public hearings on the items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

- a. Zoning application [2019-423] for approximately 20 acres located along North Academy Street, East Lokey Avenue, East Hembree Street, Christy Court, Palm Court, and Jetton Drive to be rezoned from R-D to PRD (Oakland Court PRD), Murfreesboro Housing Authority applicant.
- b. Zoning application [2019-425] for 14.55 acres located west of New Salem Highway and Warrior Drive to be rezoned from L-I to G-I, Charles B. Mitchell, Jr. applicant.

Council Priorities Served

Engaging Our Community

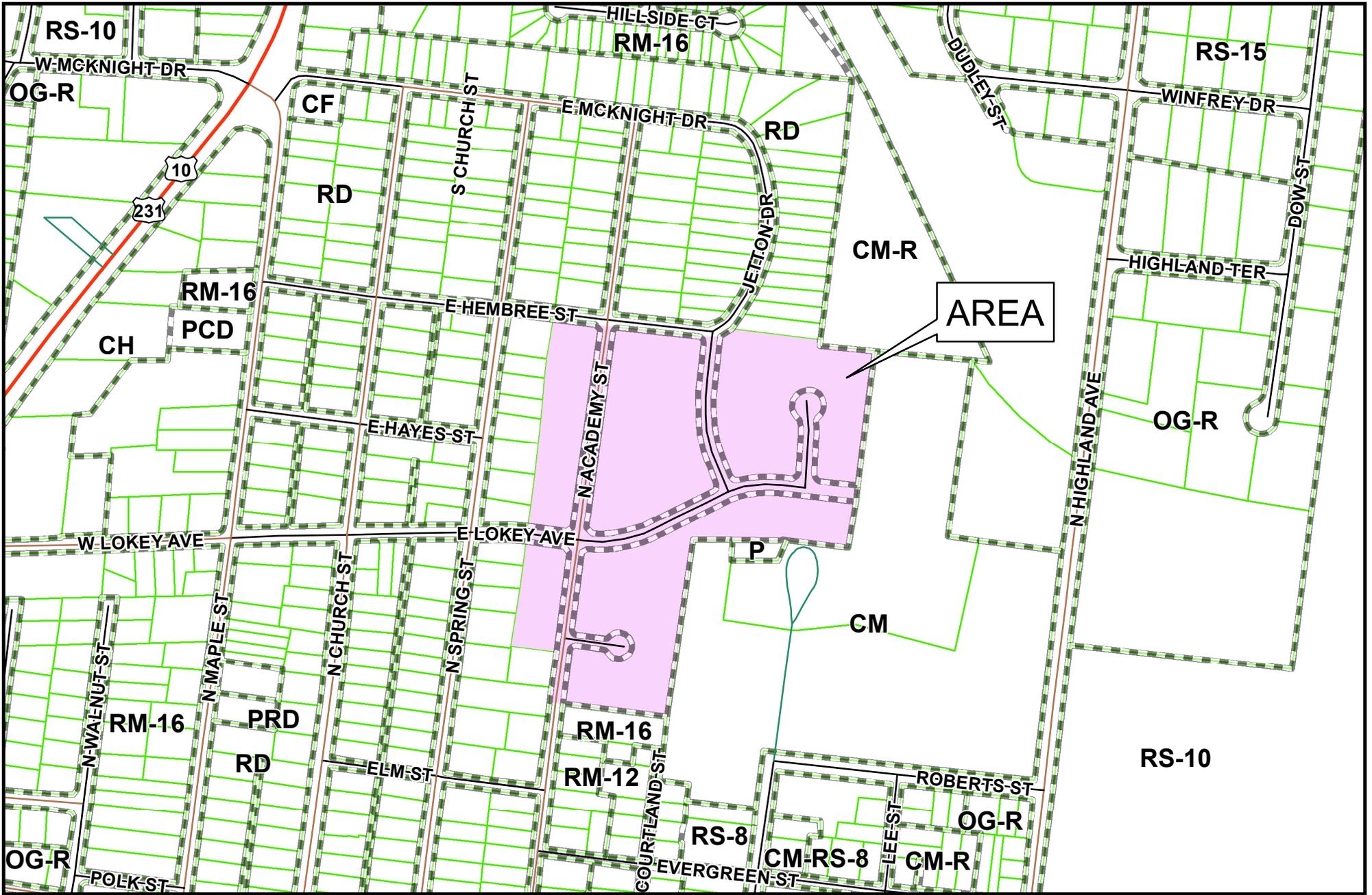
Public hearings are the official source of public input from stakeholders for zoning applications.

Fiscal Impacts

The only fiscal impact is the cost of advertising in the newspaper (exact cost unknown at this time).

Attachments:

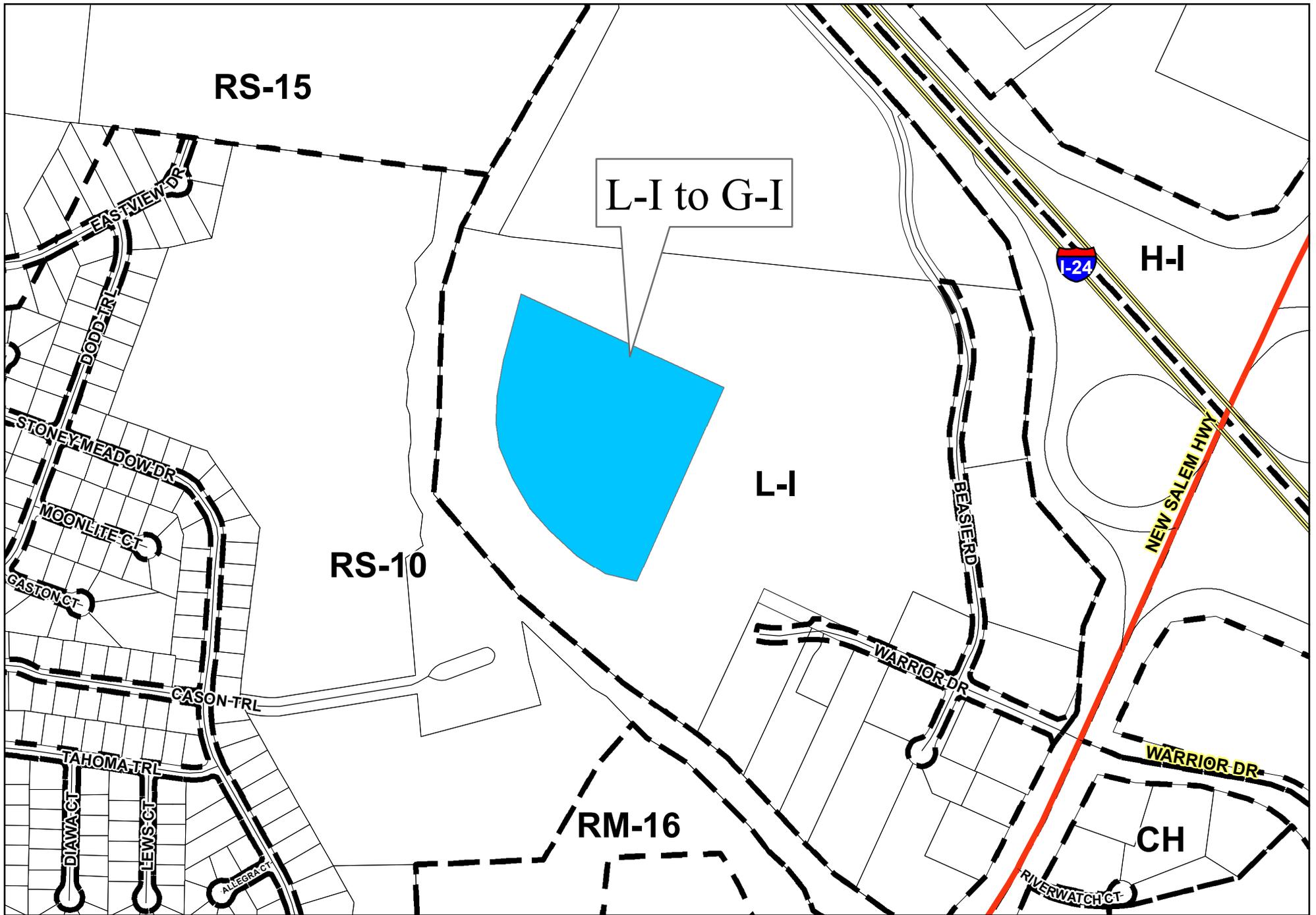
1. Map for zoning application for approximately 20 acres located along North Academy Street, East Lokey Avenue, East Hembree Street, Christy Court, Palm Court, and Jetton Drive
2. Map for zoning application for approximately 14.55 acres located west of New Salem Highway and Warrior Drive



Rezoning Request Along North Academy and East Lokey Avenue
RD to PRD (Oakland Court PRD)



Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

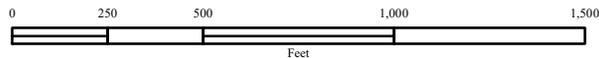


Zoning Request for Property West of New Salem Highway and Warrior Drive

L-I to G-I



Path: X:\rezon\WarriorDrLI_GI.mxd



GIS Department
 City Of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
www.murfreesborotn.gov