

**MURFREESBORO CITY COUNCIL**  
**Regular Session Agenda**  
**Council Chambers – City Hall – 6:00 PM**  
**November 18, 2021**

**PRAYER**

Mr. Bill Shacklett

**PLEDGE OF ALLEGIANCE**

**Ceremonial Items**

**Recognition:** Arianna Isbell

**Consent Agenda**

1. Mandatory Referral for Drainage Easement Abandonment on Mayoral Court (Planning)
2. Mandatory Referral for Drainage Easement Abandonment on Southpointe Way (Planning)
3. Mandatory Referral for Right-of-Way Abandonment on Robert Rose Drive (Planning)
4. Agreement for Prisoner Processing (Police)

**Minutes**

5. Approval of City Council Minutes for November 4, and 18, 2021 Regular Meetings (Finance)

**Old Business**

Ordinance

6. Ordinance 21-0-40 FY22 Budget Amendment Ordinance 2nd and Final Reading (Administration)
  - a. Ordinance Amendment
  - b. Second Reading: Ordinance 21-O-40

**New Business**

Land Use Matters

7. Plan of Services, Annexation, and Zoning for property located along Franklin Road (Planning)
  - a. Public Hearing: Plan of Services and Annexation
  - b. Resolution 21-R-PS-31: Plan of Services
  - c. Resolution 21-R-A-31: Annexation
  - d. Public Hearing: Zoning 9.1 acres



- e. First Reading: Ordinance 21-OZ-31
- 8. Amending the Shelton Square PRD zoning along Blackman Road (Planning)
  - a. Public Hearing: Amending PRD
  - b. First Reading: Ordinance 21-OZ-32
- 9. Planning Commission Recommendations to Schedule Public Hearings (Planning)

#### Resolution

- 10. Resolution 21-R-34 FY22 City Schools Budget Amendment # 4 (Schools)

#### On Motion

- 11. Contract for Design of Fire Administration Building (Administration)
- 12. Stop Loss Insurance for Health Insurance Claims (Employee Services)
- 13. Retail Liquor Certificate of Compliance – NW Broad Liquor & Spirits (Finance)
- 14. Purchase of Dell Desktop Computers (Police)
- 15. Purchase of Mobile Data Terminals (Police)
- 16. Purchase of CLEAR Proflex Software (Police)
- 17. Downtown Parking and Mobility Study-Professional Services Task Order (Transportation)

#### **Licensing**

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

- 18. Gateway Commission

#### **Payment of Statements**

#### **Other Business**

#### **Adjournment**



# COUNCIL COMMUNICATION

**Meeting Date: 11/18/2021**

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**Item Title:** Mandatory Referral for Drainage Easement Abandonment on Mayoral Court

**Department:** Planning

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

**Requested Council Action:**

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

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**Summary**

Consider request to abandon drainage easement along Mayoral Court.

**Staff Recommendation**

Approve the mandatory referral request.

Planning Commission voted to recommend approval at its November 3, 2021 regular meeting.

**Background Information**

This mandatory referral [2021-722] is to abandon an existing drainage easement on Lot 7 of the Jackson Village Subdivision along Mayoral Court. The easement was recorded with the Jackson Village final plat, but it is not being utilized, as there is currently no drainage facility located within the easement. In addition, the drainage easement on lot 8 was originally designed to drain to lot 7. However, with no drainage facilities located within the easements on lots 7 and 8, and the easement in lot 8 having no other public system to connect to, then both easements should be abandoned as a part of this action. The Planning Department's Project Engineer has reviewed this request and does not object to it. Staff and the Planning Commission recommend approval of this request subject to the following conditions:

1. Approval shall constitute abandonment of the drainage easements on both lot 7 and lot 8.
2. If approved by City Council, the applicant will be responsible for providing the information necessary for the Legal Department to prepare legal instruments for the easement abandonment. The legal instruments will be subject to the final review and approval of the Legal Department.
3. The applicant will also be responsible for recording these instruments, including payment of the recording fee.

**Council Priorities Served**

*Establish Strong City Brand*

The abandonment of this easement is consistent with the City's goals to be customer



service-oriented, relinquishing its rights to a surplus easement so that property owners can more fully enjoy and utilize their property.

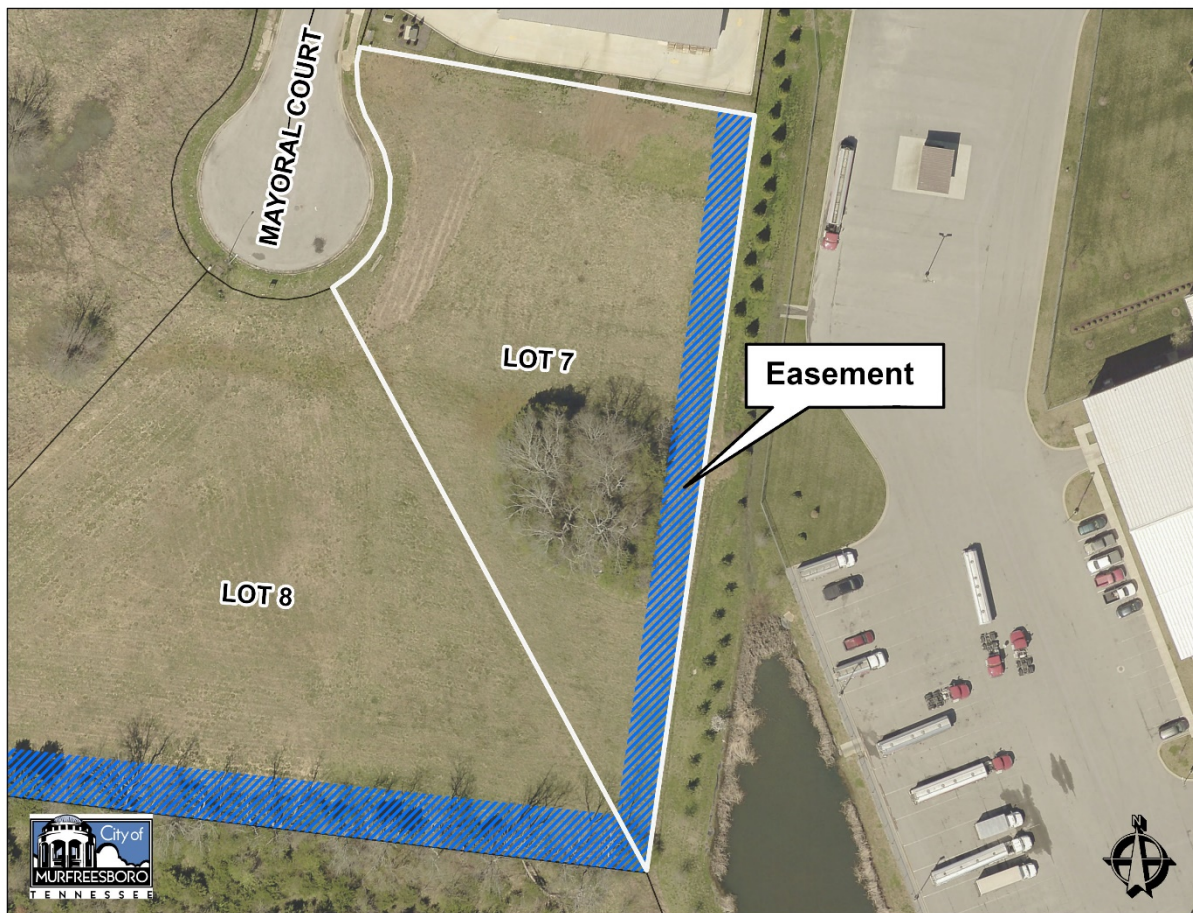
**Attachments:**

1. Staff comments from 11/03/2021 Planning Commission meeting
2. Letter from applicant
3. Miscellaneous exhibits from applicant



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
NOVEMBER 3, 2021  
PROJECT PLANNER: JOEL AGUILERA**

- 4.a. Mandatory Referral [2021-722] for the abandonment of a drainage easement on property located along Mayoral Court, SEC, Inc. on behalf of Airstream Services applicant.**



In this mandatory referral, the Planning Commission is being asked to consider abandoning a portion of an existing drainage easement on Lot 7 of the Jackson Village Subdivision. The easement was recorded with the Jackson Village Final Plat but is not being utilized, as there is currently no drainage facility located within the easement. In addition, the drainage easement on lot 8 was originally designed to drain to lot 7. However, with no drainage facilities located within the easements on lots 7 and 8, and the easement in lot 8 having no other public system to connect



to, if the easement on lot 7 is abandoned, then both easements should be abandoned as a part of this action.

The Planning Department's Project Engineer has reviewed this request and does not object to it. Staff recommends that the Planning Commission recommend approval of this request to the City Council subject to the following conditions:

1. Approval shall constitute abandonment of the drainage easements on both lot 7 and lot 8.
2. If approved by City Council, the applicant will be responsible for providing the information necessary for the Legal Department to prepare legal instruments for the easement abandonment. The legal instruments will be subject to the final review and approval of the Legal Department.
3. The applicant will also be responsible for recording these instruments, including payment of the recording fee.





## City of Murfreesboro Mandatory Referral Application

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

### Mandatory Referral Fees:

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

### Property Information:

Tax Map/Group/Parcel: Tax Map 126 Parcel 48.07	Address (if applicable):
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Street Name (if abandonment of ROW):

Type of Mandatory Referral: Drainage Easement Abandonment

### Applicant Information:

Name of Applicant: Airstream Services c/o Gus Puga

Company Name (if applicable): Airstream Services

Street Address or PO Box: 1945 Southpointe Way, Ste D

City: Murfreesboro

State: TN

Zip Code: 37129

Email Address: guspuga@live.com

Phone Number: 615-216-5979

### Required Attachments:

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

10-14-2021

Applicant Signature

Date



October 14, 2021

Mr. Matthew Blomeley  
Murfreesboro Planning & Engineering Dept  
111 W. Vine St  
Murfreesboro, Tennessee 37130

RE: Mayoral Ct Lot 7 Site Plan  
Drainage Easement Abandonment Request  
Murfreesboro, Tennessee

Dear Mr. Blomeley:

Please accept this as our formal request for the City of Murfreesboro to abandon a portion of Drainage Easement that is shown along the eastern portion of this lot. Furthermore, the attached exhibit highlights this area.

This segment of drainage easement appears to be excess with no facilities located within the easement nor do other properties drain to this location therefore it appears to not be needed.

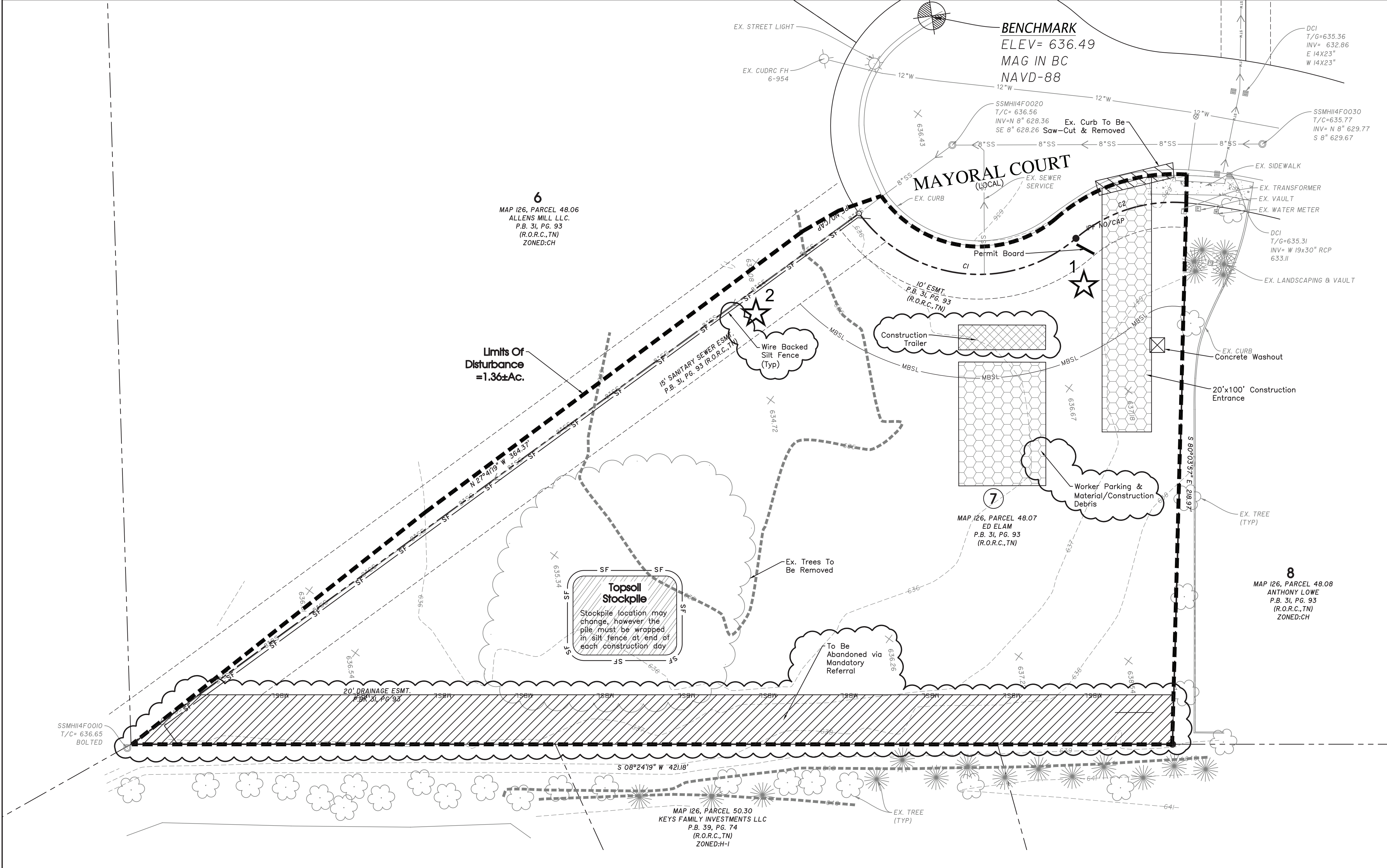
If you should have any questions concerning this letter, please feel free to call me at (615) 890-7901 or via email at [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com)

Sincerely,



Matt Taylor, P.E.  
Vice-President  
SEC, Inc





**SWPPP Narrative:**  
During demolition and mobilization, the sediment and stormwater runoff will be controlled with certain Best Management Practices (BMPs). Silt fence will be installed on the downslope sides of the site. The storm inlets will be protected with silt fence inlet protection until the stone base and pavements can be installed. A stone construction entrance will be installed upon mobilization of site to limit the tracking of mud and sediment onto the adjacent pavements and roadways. Covered dumpsters will be on site for disposal of trash and other debris. Paint and other potentially hazardous chemicals will be stored inside the building or otherwise approved weatherproof container. The contractor purchasing the materials will be responsible for legally disposing of the container. The contractor purchasing the materials will be responsible for legally disposing of the containers and excess materials in accordance with the manufacturers' recommendations. A washout area will be provided for the concrete trucks as required.

**Construction Sequence:**  
1. Stake and/or flag limits of clearing.  
2. During preconstruction meeting all erosion & sediment control facilities & procedures shall be discussed.  
3. Clear & grub, as necessary, for installation of perimeter controls.  
4. Install silt fence perimeter controls as shown on plans.  
5. Install construction entrance and concrete washout facility, if conditions are such that mud is collecting on vehicle tires, the tires must be cleaned before the vehicles enter the public roadway. The site entrance shall be maintained in a condition that will prevent the tracking or flow of mud onto the public right-of-way. All materials spilled, dropped, washed or tracked from vehicles onto the roadway must be removed promptly.  
6. Clear & grub the remaining site as necessary.

It is the contractor's responsibility during construction to install and maintain all sedimentation and storm water pollution prevention BMPs described above and detailed within the plans at all times, which includes regular removal and disposal of accumulated debris. All erosion and sediment controls must be maintained properly until the site is stabilized. Maintenance must include inspections of oil erosion and sediment controls after each runoff event and on a weekly basis. All preventative and remedial maintenance work, including clean out, repair replacement, re-grading, re-seeding, re-mulching and re-netting must be performed immediately. The developer will own and maintain the site after construction has been completed.

General Contractor Shall Install All Initial EPSC Measures Prior To Any Earthwork Beginning.

EXISTING ON-SITE CONDITIONS		
COVER	SCS CLASSIFICATION	AREA (Ac)
GRASS	PASTURE: GOOD CONDITION B SOILS, CN=61	0.5
GRASS	PASTURE: GOOD CONDITION D SOILS, CN=74	0.8
		COMPOSITE CN=66

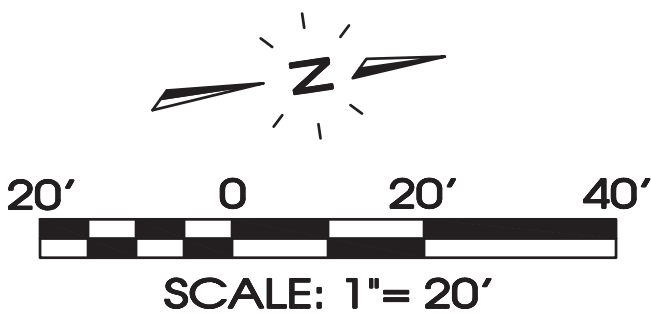
INITIAL OUTFALLS			
NUMBER	DESCRIPTION	AREA	SLOPE
1	CONSTRUCTION EXIT	1.36	1%
2	NORTHWEST SILT FENCE	1.36	1-2%



PROPOSED ON-SITE CONDITIONS		
COVER	SCS CLASSIFICATION	AREA (Ac)
COMMERCIAL	85% IMPERVIOUS B-SOILS, CN=92	0.5
COMMERCIAL	85% IMPERVIOUS C-SOILS, CN=94	0.8
		COMPOSITE CN=90




















































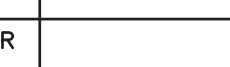
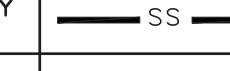
PROPOSED BMP'S	
BMP	TYPE
SEDIMENT CONTROL BARRIER	TEMPORARY, SEDIMENT CONTROL
CONSTRUCTION ENTRANCE	TEMPORARY, SEDIMENT CONTROL
VEGETATION	PERMANENT, EROSION PREVENTION
INLET PROTECTION	TEMPORARY, SEDIMENT CONTROL

**EPSC Phasing**  
Initial: Silt Fence Along Downgradient Perimeter Construction Entrance Temp. Conc. Washout  
Final: Landscaping & Grass Sod Of All Pervious Areas (See Landscaping Plan)



**EPSC Notes:**  
Staging Area, Worker Parking & Adjoining Drive To Be Constructed Of Stone.  
Staging Area is To Be Kept Litter Free With Daily Cleanup. In Addition, All Stored Materials Are To Be Kept In Organized & Stacked Fashions. An unlicensed operator will not be permitted, and if debris is stored in areas outside of the designated storage area, City Staff will shut down the job site.  
All Construction Signage Is To Be Constructed Of 2-4"x4" Painted Posts.  
Sign #1 - Display Surface Can Be No More Than 32 S.F. & Must Be Less Than 9 Ft. Tall.



Legend:			
	EXIST. CONCRETE MONUMENT		BENCHMARK
	IRON PIN SET (I.P.S.)		HANDICAP PARKING SYMBOL
	IRON PIN FOUND (I.P.F.)	V.A.	VAN ACCESSIBLE HANDICAP DESIGNATION
	EXIST. SIGN POST		HC SIGN
	EXIST. SEWER CLEANOUT		PROPOSED SIGN POST
	EXIST. MANHOLE (SEWER & PHONE)		CONCRETE BOLLARD
	EXIST. CATCH BASIN (STORM SEWER)		WHEEL STOP
	EXIST. WATER/GAS VALVE		CONCRETE SIDEWALK
	EXIST. TELEPHONE RISER		EXTRUDED CURB
	EXIST. GAS RISER		CURB & GUTTER
	ELECTRICAL ENCLOSURE		TRAFFIC ARROW
	EXIST. WATER METER		TURN LANE ARROWS
	EXIST. UTILITY POLE		REVISION NUMBER
	EXIST. FIRE HYDRANT	#1	DRAINAGE STRUCTURE DESIGNATION
	POST INDICATOR VALVE		DRAINAGE PIPE DESIGNATION
	BLOW OFF VALVE		RIP RAP
	REDUCER		RUNOFF FLOW ARROW
	REMOTE FIRE DEPT. CONNECTION		INLET FILTER PROTECTION
	CONCRETE THRUST BLOCK	63.25 X	PROPOSED SPOT ELEVATION
	DOUBLE DETECTOR CHECK VALVE	(63.25) X	EXIST. SPOT ELEVATION
	FIRE DEPT. CONNECTION	>	SEWER/STORM FLOW DIRECTION
	FIRE HYDRANT		CATCH BASIN
	GATE VALVE & BOX		CURB INLET
	WATER METER		AREA DRAIN
	GAS METER		HEADWALL
	GREASE TRAP		WINGED HEADWALL
	EXTERIOR CLEANOUT ECO		CONCRETE SWALE
	MANHOLE		TYPE- X- HEADWALL
EXISTING PHONE		_____	
EXISTING ELECTRIC		_____ OH _____	
PROPERTY LINE		_____	
EASEMENTS		_____	
RIGHT OF WAY		_____ ROW _____	
EROSION CONTROL SILT FENCE		_____ SF _____ SF _____	
EROSION EEL		_____ E _____ E _____	
EXISTING TREELINE			
EXISTING FENCELINE		_____ X _____ X _____ X _____ X _____	
MINIMUM BUILDING SETBACK LINE		_____ MBSL _____	
PHASE BOUNDARY			
EXISTING GAS LINE		_____ GAS _____	
PROPOSED GAS LINE		_____ GAS _____	
EXISTING STORM		_____	
PROPOSED STORM		_____ STM _____	
EXISTING CONTOUR LINES		_____ -601- _____	
PROPOSED CONTOUR LINES		_____	
EXISTING SANITARY SEWER		_____ SS _____ SS _____	
PROPOSED SANITARY SEWER		_____ SS _____ SS _____	
EXISTING WATER		_____ W _____ W _____	
PROPOSED WATER		_____ W _____ W _____	

SEC, Inc.

ENGINEERING • SURVEYING • LAND PLANNING

LANDSCAPE ARCHITECTURE

850 MIDDLE TENNESSEE BOULEVARD  
MURFREESBORO, TENNESSEE 37129  
E-MAIL: MTAYLOR@SEC-CIVIL.COM  
FAX: (615) 895-2567  
NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.E.C. INC.

REVIEW SET

Not Intended For Construction

A. TAYLOR

REGISTERED PROFESSIONAL ENGINEER

STATE OF TENNESSEE

Airstream Facilities

Murfreesboro, Tennessee

Existing Conditions & Initial EPSC Plan

REVISIONS: 10-6-2021: Staff Comments

DRAWN: GRL

DATE: 8-4-2021

CHECKED: MAT

FILE NAME: 21208lot7

SCALE: 1"=20'

JOB NO. 21208

SHEET: C1.0



## Matthew Blomeley

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**From:** Katie Noel  
**Sent:** Thursday, October 28, 2021 9:15 AM  
**To:** Joel Aguilera  
**Cc:** Matthew Blomeley  
**Subject:** RE: Comments for mandatory referral

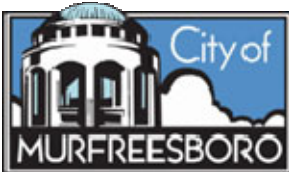
Joel,

The easement on lot 7 of the Jackson Village Subdivision is not being utilized and there is currently no drainage facility located within the easement. The drainage easement on lot 8 was originally designed to drain to lot 7 however that development also chose not to utilize it as well. With no drainage facilities located within the easements on lot 7 and 8 and the easement in lot 8 having no other public system to connect to if lot 7 is abandoned, both easements should be abandoned as a part of this action.

Please let me know if you have any questions.

Thank you,

Katie Noel, PE  
Project Engineer  
Planning Department  
(615) 893-6441 Ext. 1633



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**From:** Joel Aguilera <jaguilera@murfreesborotn.gov>  
**Sent:** Wednesday, October 27, 2021 1:38 PM  
**To:** Katie Noel <knoel@murfreesborotn.gov>  
**Subject:** Comments for mandatory referral

Katie,

I just wanted to reach out again and see if you by chance had your comments written up for the mandatory referral to maybe get it on the November 3<sup>rd</sup> plan commission.

I know you have other projects too so I understand if you have not gotten to it.

Thanks again,

**Joel S. Aguilera**  
**Planner**  
**Planning Department**  
**City of Murfreesboro**  
**Phone: 1-615-893-6441 - Ext. 1615**



# COUNCIL COMMUNICATION

**Meeting Date: 11/18/2021**

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**Item Title:** Mandatory Referral for Drainage Easement Abandonment on Southpointe Way

**Department:** Planning

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

**Requested Council Action:**

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

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**Summary**

Consider request to abandon drainage easement along Southpointe Way.

**Staff Recommendation**

Approve the mandatory referral request.

Planning Commission voted to recommend approval at its November 3, 2021 regular meeting.

**Background Information**

This mandatory referral [2021-723] is to abandon existing drainage easements on Lots 20-22 of the Southpointe Business Campus Subdivision along Southpointe Way and Southpointe Court. The stormwater structures that currently exist within the easement areas are proposed to be relocated. A preliminary plat and site plan proposing a new plan for drainage have been approved. The Planning Department's Project Engineer has reviewed the proposed drainage easement abandonment and does not object to it based upon the approved development plans, as the easement and facility are proposed to be replaced. Staff and the Planning Commission recommend approval of this request subject to the following conditions:

- 1) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment.
- 2) The applicant will be responsible for recording the aforementioned documents, including payment of any recording fees.
- 3) The new drainage facility must be approved, installed, and pass inspection prior to the quitclaim deed being recorded.

**Council Priorities Served**

*Establish Strong City Brand*

The abandonment of this easement is consistent with the City's goals to be customer service-oriented, relinquishing its rights to what will be a surplus easement so that



property owners can more fully enjoy and utilize their property.

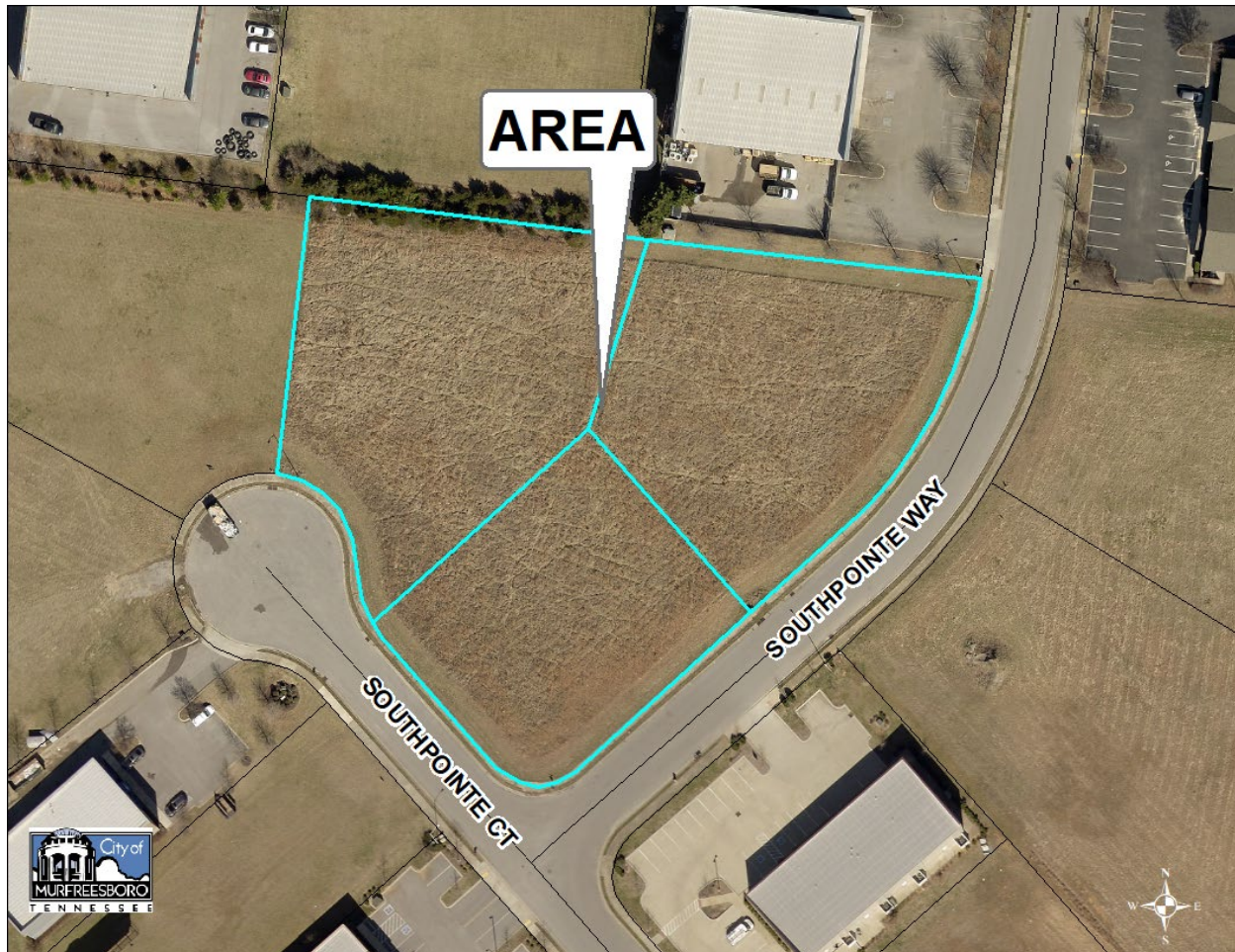
**Attachments:**

1. Staff comments from 11/03/2021 Planning Commission meeting
2. Letter from applicant
3. Miscellaneous exhibits from applicant



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
NOVEMBER 3, 2021  
PROJECT PLANNER: BRAD BARBEE**

- 4.b. **Mandatory Referral [2021-723] to consider the abandonment of drainage easements along Southpointe Way and Southpointe Court, Huddleston-Steele Engineering, Inc. applicant.**



In this mandatory referral, the Planning Commission is being asked to consider abandoning drainage easements located on lots 20-22 of the Southpointe Business Campus Commercial Subdivision along Southpointe Way and Southpointe Court. The stormwater structures that currently exist within the easement areas are proposed to be relocated. Both a preliminary plat and site plan that proposes a new plan for drainage have been submitted to the Planning Department for review. The Planning Department's Project Engineer has reviewed the proposed drainage easement abandonment and does not object to it based



upon the proposed development plans, as the easement and facility are proposed to be replaced.

Staff recommends that the Planning Commission recommend approval of this request to the City Council. If approved by the City Council, staff recommends the following conditions of approval:

- 1) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment.
- 2) The applicant will be responsible for recording the aforementioned documents, including payment of any recording fees.
- 3) The new drainage facility must be approved, installed, and pass inspection prior to the quitclaim deed being recorded.





City of Murfreesboro  
Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel: 113C, "C", 30,31,32 Address (if applicable): 1938 Southpointe Way

Street Name (if abandonment of ROW): —

Type of Mandatory Referral: 10' Drainage Easements abandonment

Applicant Information:

Name of Applicant: Jerrold Pedigo

Company Name (if applicable): 2012 B Pedigo Trust

Street Address or PO Box: 1711 Old Fort Parkway, Ste A

City: Murfreesboro

State: TN Zip Code: 37129-3832

Email Address: jerroldpedigo@gmail.com

Phone Number: 615-948-5800

Required Attachments:

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

Applicant Signature

10-13-21

Date



*Pedigo*

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October 13, 2021

City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

Re: SouthPointe Lots 30, 31, & 32  
Mandatory Referral

To Whom It May Concern:

Please allow this letter to serve as my formal request, as owner of the property referenced above, to abandon portions of two 10' drainage easements as shown on the attached site plan drawings for the property, as prepared by Huddleston-Steele Engineers.

Thank you,



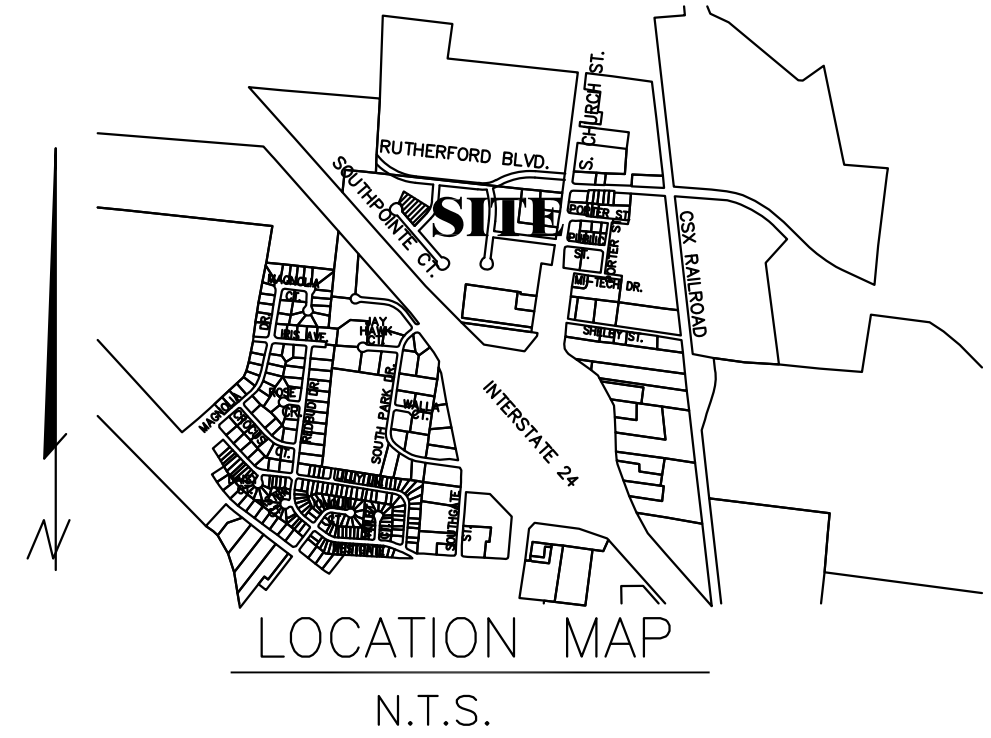
Jerrold Don Pedigo, Trustee  
The 2012-B Pedigo Trust



NOTES:

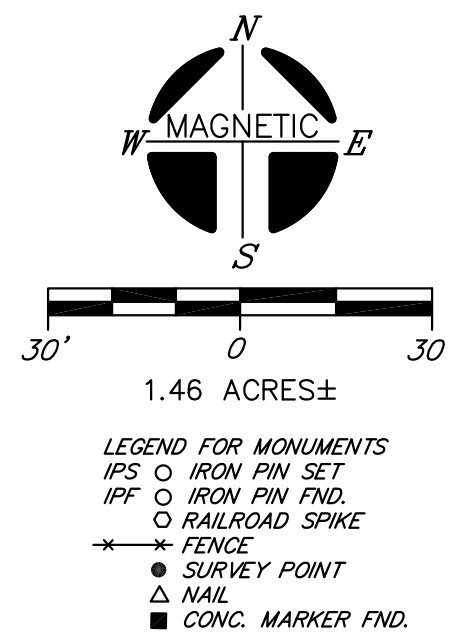
1. IN TENNESSEE, IT IS A REQUIREMENT PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT" THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE NOR MORE THAN TEN WORKING DAYS OF THEIR INTENT TO EXCAVATE. A LIST OF THESE UTILITIES MAY BE OBTAINED FROM THE COUNTY REGISTER OF DEEDS. THOSE UTILITIES THAT PARTICIPATE IN THE TENNESSEE ONE CALL SYSTEM CAN BE NOTIFIED BY CALLING TOLL FREE 1-800-351-1111.

2. UNDERGROUND UTILITIES SHOWN WERE LOCATED USING AVAILABLE ABOVE-GROUND EVIDENCE, AND ALSO FROM INFORMATION OBTAINED FROM THE RESPECTIVE UTILITY COMPANIES. THE EXISTENCE OR NON-EXISTENCE OF THE UTILITIES SHOWN AND ANY OTHER UTILITIES WHICH MAY BE PRESENT ON THIS SITE OR ADJACENT SITES SHOULD BE CONFIRMED WITH THE UTILITY OWNER PRIOR TO COMMENCING ANY WORK.



**THIS PORTION OF  
DRAINAGE EASEMENTS  
TO BE ABANDONED**

4,816 sq. ft.  
0.11 acres



**LEGEND**

⊕ Power Pole  
⊕ Existing Fire Hydrant  
—W— Existing Water Line  
—S— Existing Sanitary Sewer Line  
○ Existing Manhole  
—oo— Existing Contours  
ooo Existing Spot Elevations

ZONING: L-I  
FRONT SETBACK: 42'  
SIDE SETBACK: 10'  
REAR SETBACK: 20'

DEVELOPER: JERROLD PEDIGO  
ADDRESS: 1711 OLD FORT PARKWAY  
MURFREESBORO, TN 37129  
TAX MAP: 113C, "C" PARCELS: 30,31,32

FLOOD MAP PANEL: 470168 0260 H ZONE: X  
FLOOD MAP DATED: JANUARY 5, 2007

**SHUDDLESTON-STEEL**  
ENGINEERING, INC.  
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129  
TELEPHONE : (615)893 - 4084, FAX: (615)893 - 0080

#	DATE	REVISION DESCRIPTION

MANDATORY REFERRAL EXHIBIT  
LOTS 30-32  
**SOUTHPOINTE  
BUSINESS CAMPUS**

13TH CIVIL DISTRICT - RUTHERFORD COUNTY - TN.

DATE: OCTOBER, 2021 SCALE 1"=30' SH. 1 OF 1



Property Description  
Southpointe Business Campus  
Tax Map 113C, Group C, Parcels 30, 31, & 32  
Plat Book 33, Page 221

10' Drainage Easements to be Abandoned

Located in the 13<sup>th</sup> Civil District of Rutherford County, Tennessee. Bound on the north and east by the remaining property of Lot 32, Southpointe Business Campus (Plat Book 33, Page 221); on the south by Southpointe Way; and on the west by the remaining property of Lots 30 and 31, Southpointe Business Campus (Plat Book 33, Page 221).

**Commencing** at an iron pin in the west right-of-way of Southpointe Way, said pin being the southernmost corner of Lot 32, Southpointe Business Campus; thence N11°04'23"E, 12.59 feet to the **Point of Beginning**, being the easternmost corner of this easement; thence S30°02'35"W, 21.08 feet to a point in the west right-of-way of Southpointe Way, being the southernmost corner of this easement; thence leaving said right-of-way with the east line of the remaining property of Lot 31, Southpointe Business Campus, N41°29'58"W, 151.03 feet to a point; thence with the east line of the remaining property of Lot 30, Southpointe Business Campus, N17°13'55"E, 102.57 feet to a point, being the northwest corner of this easement; thence with the south line of the remaining property of Lots 30 and 32, respectively, Southpointe Business Campus, S82°57'42"E, 20.32 feet to a point, being the northeast corner of this easement; thence with the west line of the remaining property of Lot 32, S17°13'55"W, 94.91 feet to a point; thence continuing with said line, S41°29'58"E, 133.10 feet to the Point of Beginning, containing 0.11 acres, more or less.

This easement is subject to all other easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by:  
Huddleston-Steele Engineering, Inc.  
2115 Northwest Broad Street  
Murfreesboro, Tennessee 37129





## Matthew Blomeley

---

**From:** Brad Barbee  
**Sent:** Thursday, October 28, 2021 3:15 PM  
**To:** Matthew Blomeley  
**Subject:** FW: Mandatory referral 2021-723 Southpointe Business Campus

---

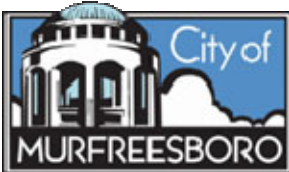
**From:** Katie Noel <knoel@murfreesborotn.gov>  
**Sent:** Thursday, October 28, 2021 9:18 AM  
**To:** Brad Barbee <bbarbee@murfreesborotn.gov>  
**Subject:** RE: Mandatory referral 2021-723 Southpointe Business Campus

Brad,

This current development plan has a conflict with the current drainage easement and they are proposing to relocate the drainage facility and easement as a part of their development plan. Staff has no objections to the request provided the new facility and easements are in place prior to the abandonment being finalized.

Thank you,

Katie Noel, PE  
Project Engineer  
Planning Department  
(615) 893-6441 Ext. 1633



---

**From:** Brad Barbee <[bbarbee@murfreesborotn.gov](mailto:bbarbee@murfreesborotn.gov)>  
**Sent:** Friday, October 22, 2021 8:12 AM  
**To:** Katie Noel <[knoel@murfreesborotn.gov](mailto:knoel@murfreesborotn.gov)>  
**Subject:** Mandatory referral 2021-723 Southpointe Business Campus

Good morning Katie,

Please see the attached submittal from Huddleston Steele Engineering on behalf of Mr. Jerald Pedigo to abandon a section of 10ft drainage easement. I have been instructed to contact you for an official response to this application.

**BRAD BARBEE**  
**PLANNER**  
**CITY OF MURFREESBORO**  
**PLANNING DEPARTMENT**  
111 W. Vine Street  
Murfreesboro, TN 37130  
P: 615-893-6441 ext: 1611



# COUNCIL COMMUNICATION

**Meeting Date: 11/18/2021**

---

**Item Title:** Mandatory Referral for Right-of-Way Abandonment on Robert Rose Drive

**Department:** Planning

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

**Requested Council Action:**

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

---

**Summary**

Consider request to abandon right-of-way along Medical Center Parkway.

**Staff Recommendation**

Approve the mandatory referral request.

Planning Commission voted to recommend approval at its November 3, 2021 regular meeting.

**Background Information**

This mandatory referral [2021-720] is to abandon a small segment of right-of-way along Robert Rose Drive across from Gravett Street adjacent to the proposed Clari-Park development. It was dedicated and constructed as a turn-out for a future public street but with the approved Clari-Park plans is no longer needed as such. If approved for abandonment, it will be incorporated as private property into the Clari-Park development. Staff and the Planning Commission recommend approval of this request subject to the following conditions:

1. The applicant shall provide the City Legal Department any necessary documentation to prepare the quitclaim deed. In addition, the applicant shall be responsible for recording the quitclaim deed, including the payment of the recording fee.
2. A subdivision plat combining the abandoned right-of-way with additional property to create a legal lot of record must be submitted, approved, and recorded.
3. Utility easements must be dedicated, as needed, to accommodate any existing drainage and utilities.

**Council Priorities Served**

*Establish Strong City Brand*

The abandonment of this right-of-way is consistent with the City's goals to be customer service-oriented, relinquishing its rights to what will be a surplus easement so that



property owners can more fully enjoy and utilize their property.

**Attachments:**

1. Staff comments from 11/03/2021 Planning Commission meeting
2. Letter from applicant
3. Miscellaneous exhibits from applicant



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
NOVEMBER 3, 2021**

**PROJECT PLANNER MARGARET ANN GREEN**

**6.a. Mandatory Referral and Right-of-way Abandonment [2021-720] to consider abandonment of the right-of-way of Robert Rose Drive, Matt Taylor applicant.**

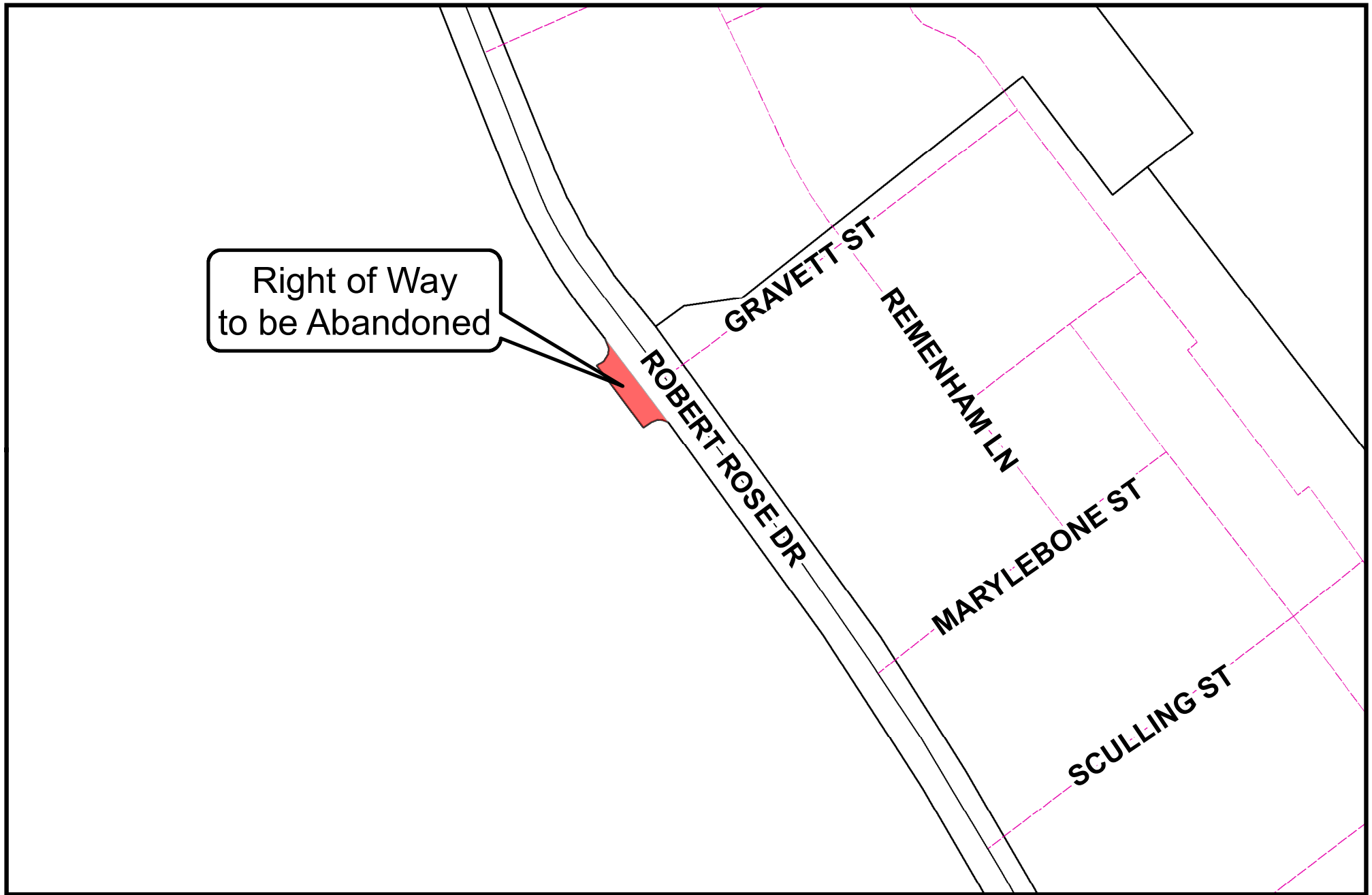
The Planning Department received a right-of-way abandonment request from Mr. Matt Taylor for a 0.073-acre section of Robert Rose Drive right-of-way. The requested right-of-way is adjacent to the Clari Park subdivision, across from Gravett Street. It is currently being used for utilities and drainage that serve the adjacent development but is not needed for future development.

Staff conducted a right-of-way abandonment study, the results of which are attached in the form of a memo. The impacts of this right-of-way abandonment request appear to be minimal, and easements should be maintained for the area. Included with the staff comments are maps and exhibits.

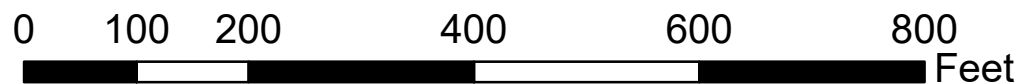
The Planning Commission will need to conduct a public hearing on the matter of the right-of-way abandonment request. The Planning Commission's recommendation will be forwarded to the Murfreesboro City Council for consideration. Any approvals are subject to:

1. the applicant providing the City Legal Department any necessary documentation to prepare the quitclaim deed and for recording the quitclaim deed.
2. A plat depicting the abandonment and relocation of the subject property must be recorded.
3. And, utility easements must be dedicated, as needed, to accommodate any existing drainage and utilities.





## Request to Abandon Right of Way along Robert Rose Drive

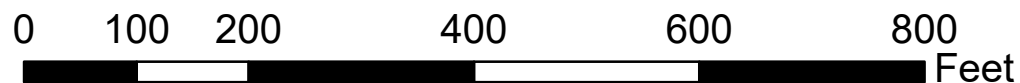


Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)





## Request to Abandon Right of Way along Robert Rose Drive



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





# Memorandum

**To:** Greg McKnight, Planning Director  
**From:** Margaret Ann Green, AICP  
**Date:** October 29, 2021  
**Re:** Right of way abandonment- Robert Rose Drive

---

Please find below a summary of the responses received regarding the captioned right of way abandonment. In summary:

## **Murfreesboro Electric Department (MED)**

MTE requires easements to serve existing underground electric along Robert Rose Drive.

## **Murfreesboro Water and Sewer Department**

MWRS has an existing repurified water line stubs as well as sewer stub in this section of right-of-way that require easements be maintained.

## **Consolidated Utility District**

CUD has an existing 16-inch water line stubbed out in the center of the proposed right-of-way abandonment area. Typically, for commercial projects CUD does not require easements to be recorded until construction is complete. However, if the developer dedicates easement prior to construction, CUD needs a 30-inch center line easement in the area where the right-of-way is to be abandoned. CUD needs either an amendment plat or a survey metes and bounds description with exhibit. The developer needs to have the area surveyed and then CUD will prepare the easement document.

## **Atmos**

Atmos Energy has facilities within the right-of-way. A 10-foot PUDE will need to be maintained along the right-of-way.





### **Engineering Department and Street Division**

The request to abandoned right-of-way (ROW) should be subject to submission and recording of a deed transferring the abandoned right-of-way. The deed should reserve 20-foot easement for public drainage.

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

### **Transportation Department**

The Transportation Department does not have facilities in this area.

### **Police Department**

The right of way abandonment will not affect the Murfreesboro Police Department.

### **Solid Waste Department**

The Solid Waste Department will not be affected by the closure of this right of way.



September 16, 2021

Ms. Margaret Ann Green  
City of Murfreesboro Planning Dept.  
111 West Vine Street  
Murfreesboro, TN 37133-1139

RE: Clari Park Subdivision  
Right-of-Way and Easements Abandonment Mandatory Referral  
SEC Project No. 14358

Dear Margaret Ann,

Please find the attached supplemental documents to support the mandatory referral request to abandon portions of Right-of-Way and easements at the property located along Medical Center Parkway, south of Wilkinson Pike.

Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901 or [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com).

Sincerely,



Matt Taylor, P.E.  
SEC, Inc.





## City of Murfreesboro Mandatory Referral Application

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

### Mandatory Referral Fees:

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

### Property Information:

Tax Map/Group/Parcel: 79 Parcel 94.00

Address (if applicable): Along Medical Center Parkway

Street Name (if abandonment of ROW): Robert Rose Drive

Type of Mandatory Referral: ROW and Easements abandonment

### Applicant Information:

Name of Applicant: Matt Taylor

Company Name (if applicable): SEC, Inc

Street Address or PO Box: 850 Middle TN Blvd

City: Murfreesboro

State: TN

Zip Code: 37129

Email Address: mtaylor@sec-civil.com

Phone Number: 615-890-7901

### Required Attachments:

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

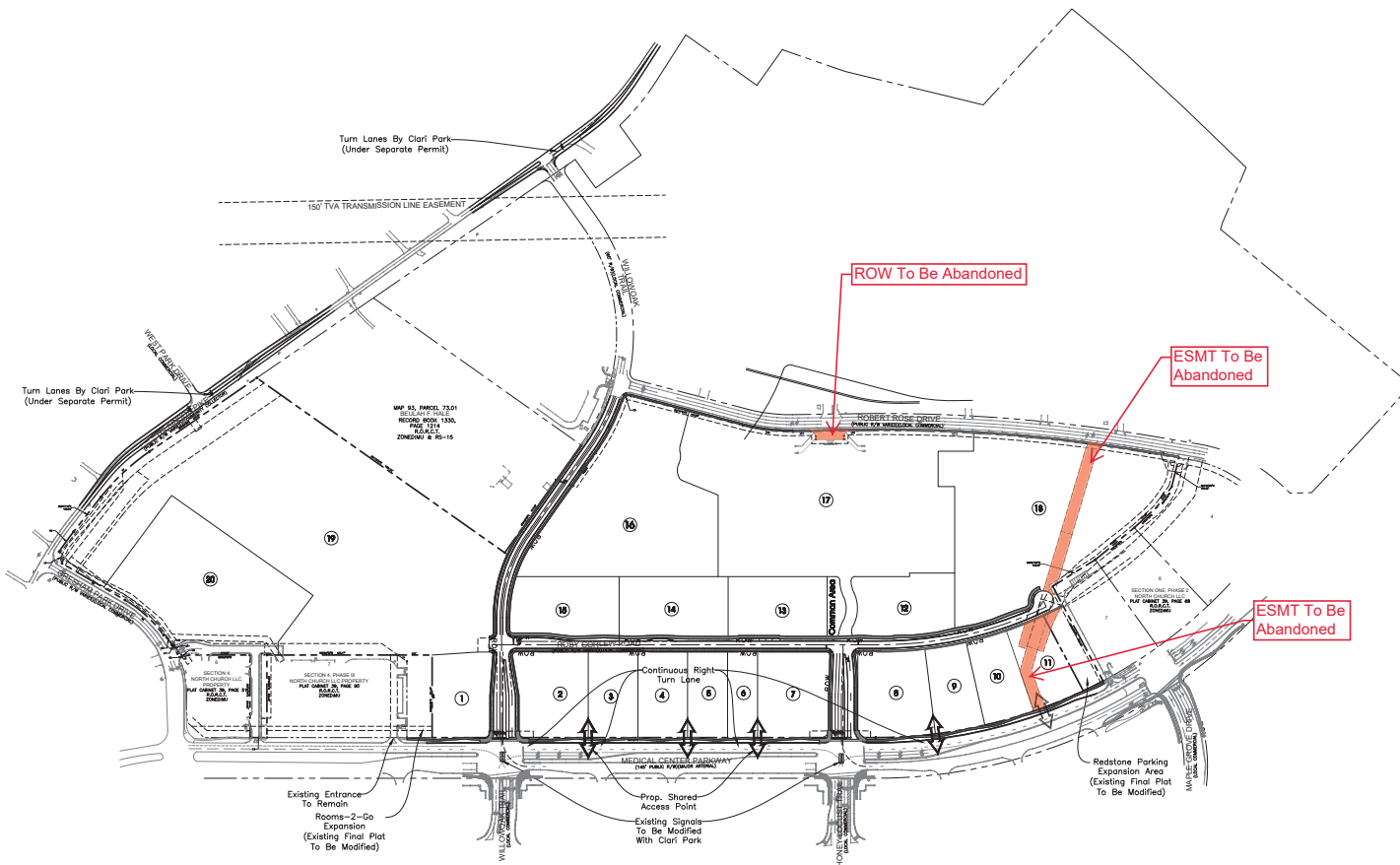
Matt Taylor

9/16/2021

Applicant Signature

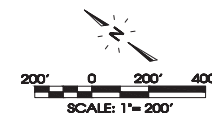
Date





- Notes: 1) Streetscape Elements (I.E. Sidewalks, Street Lights, Street Trees) To Be Installed By Each Individual Lot Developer.  
 2) The Subdivision Developer Will Be Responsible To Install 1 Plaza And 1 Leg Of Crossover On Each Corner Lot.  
 3) Stormwater Detention (Quantity & Quality) For Lots 1, 19, & 20 To Be Provided By The Individual Lot Developer.  
 4) First Parcel To Develop (Lots 10 or 11), (Lots 8 or 9), (Lots 6 or 7), (Lots 4 or 5), & (Lots 2 or 3) Must Construct All Of The Joint Access Off Medical Center Parkway.  
 5) Individual Lots Will Be Required To Use Reputified Water For Irrigation.  
 6) All Shipping In Public R.O.W. Shall Be Thermoplastic.

Legend:	
EXIST. CONCRETE MONUMENT	INLET PROTECTION FILTER
IRON PIN SET (I.P.S.)	HANDICAP PARKING SYMBOL
IRON PIN FOUND (I.P.F.)	HC SIGN
EXIST. SIGN POST	HEADWALL
EXIST. SEWER CLEANOUT	WINGED HEADWALL
EXIST. MANHOLE (SEWER & PHONE)	MANHOLE
EXIST. CATCH BASIN (STORM SEWER)	PROPOSED SPOT ELEVATION
EXIST. WATER/GAS VALVE	EXIST. SPOT ELEVATION
EXIST. TELEPHONE RISER	POST INDICATOR VALVE
EXIST. GAS RISER	REDUCER
ELECTRICAL ENCLOSURE	REMOTE FIRE DEPT. CONNECTION
EXIST. WATER METER	REVISION NUMBER
EXIST. UTILITY POLE	RP RAP
EXIST. FIRE HYDRANT	RUNOFF FLOW ARROW
BENCHMARK	SEWER/STORM FLOW DIRECTION
BLOW OFF VALVE	TRAFFIC ARROW
CONCRETE BOLLARD	TURN LANE ARROWS
CATCH BASIN	V.A. VAN ACCESSIBLE HANDICAP DESIGNATION
CURB INLET	WATER METER
AREA DRAIN	WHEEL STOP
CONCRETE THRUST BLOCK	GREASE TRAP
DOUBLE DETECTOR CHECK VALVE	DRAINAGE STRUCTURE DESIGNATION
FIRE DEPT. CONNECTION	DRAINAGE PIPE DESIGNATION
FIRE HYDRANT	CONCRETE SIDEWALK
GAS METER	EXTRUDED CURB
GATE VALVE & BOX	CURB & GUTTER
EXTERIOR CLEANOUT	CONCRETE SIALE
CHECK VALVE	
EXISTING PHONE	PH
EXISTING ELECTRIC	CH
PROPERTY LINE	
EASEMENTS	
RIGHT OF WAY	ROW
EROSION CONTROL SILT FENCE	SF SF SF
EXISTING TREELINE	X X X X
EXISTING FENCELINE	
MINIMUM BUILDING SETBACK LINE	
PHASE BOUNDARY	
EXISTING GAS LINE	GAS
PROPOSED GAS LINE	GAS
EXISTING STORM	STM STM
PROPOSED STORM	STM STM
EXISTING CONTOUR LINES	-60-
PROPOSED CONTOUR LINES	
EXISTING SANITARY SEWER	SS SS
PROPOSED SANITARY SEWER	
EXISTING WATER	W W
PROPOSED WATER	W W



ENGINEERING CONSULTANTS

ENGINEERING CONSULTANTS

LANDSCAPE ARCHITECTURE

850 MIDDLE TENNESSEE BOULEVARD

MURFREESBORO, TENNESSEE 37129

PHONE: (615) 891-1111

FAX: (615) 891-1112

WWW.SEC-INC.COM

**SEC-INC**

REVISION

over intercom

REVISION

over intercom

Chari Park Subdivision

Murfreesboro, Tennessee

**Master Plan**

Master Plan

REVISION

DATE: 9-16-2021

CHECKED:

FILE NAME:

1: Chari Park Subdivision

SCALE:

1"=200'

JOB NO.

14358

SHEET:

C0.2



# COUNCIL COMMUNICATION

Meeting Date: 11/18/2021

---

**Item Title:** Agreement for Prisoner Processing

**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**

Agreement with Rutherford County Sheriff's office for prisoner processing.

**Staff Recommendation**

Approve the First Amendment to the agreement with Rutherford County Sheriff's office for prisoner processing.

**Background Information**

The RCSO has been processing and booking prisoners arrested by MPD for many years. Our current contract will expire on December 31, 2021. Both parties have mutually agreed to extend the contract through December 31, 2025.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

MPD Officers will be able to serve the public through placing and processing prisoners according with State statues.

**Fiscal Impacts**

Expense, \$25,000, is funded by the Department's operating budget.

**Attachments:**

First Amendment to the Agreement with Rutherford County Sheriff's Office for Prisoner Processing.



**FIRST AMENDMENT  
TO THE  
AGREEMENT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
RUTHERFORD COUNTY SHERIFF'S OFFICE  
FOR  
PRISONER PROCESSING**

This First Amendment ("First Amendment") to the Contract entered February 7, 2019, ("Contract") by and between City of Murfreesboro ("Murfreesboro"), and Rutherford County Sheriff's Office (RCSO) is effective as of this \_\_\_\_\_.

**RECITALS**

WHEREAS, on February 7, 2019, the Murfreesboro entered into a contract with RCSO for the processing of prisoners arrested by the Murfreesboro Police Department ; and,

WHEREAS, the term of the contract between the Murfreesboro and RCSO is currently from February 7, 2019, to December 31, 2021; and,

WHEREAS, the Murfreesboro and RCSO wish to extend the Agreement term pursuant to clause 3 of the current Agreement which states that the Agreement may be renewed and extended for successive three year terms upon agreement of the Parties;

NOW THEREFORE, the Murfreesboro and RCSO mutually agree to extend the term of the current Agreement, from January 1, 2022 until December 31, 2025. All other terms of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of \_\_\_\_\_, 2021.

**CITY OF MURFREESBORO**

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

**APPROVED AS TO FORM:**

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

**RUTHERFORD COUNTY**

\_\_\_\_\_  
Bill Ketron, Mayor

**RUTHERFORD COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Mike Fitzhugh, Sheriff



AGREEMENT  
BETWEEN  
THE CITY OF MURFREESBORO  
AND  
THE RUTHERFORD COUNTY SHERIFF'S OFFICE  
PRISONER PROCESSING

This AGREEMENT is made and entered into this 7<sup>th</sup> day of February, 2019 by and between the RUTHERFORD COUNTY SHERIFF'S OFFICE ("RCSO") and the CITY OF MURFREESBORO, TENNESSEE, ("Murfreesboro") (collectively, the "Parties"). The RCSO and Murfreesboro wish to enter into an AGREEMENT to govern the processing of prisoners arrested by the Murfreesboro Police Department in order to comply with State statutes and to improve their efficiency and coordination.

The Parties, therefore, hereby agree as follows:

1. Purpose. The RCSO shall provide prisoner booking and processing services in accordance with Tennessee Code Annotated §§8-4-115(c)(1), 8-8-201(a)(35), 38-3-122, and all other applicable State statutes on prisoner processing, and in compliance with the standard booking procedures developed by the Comptroller of the Treasury under these statutes, for all persons arrested by Murfreesboro ("Murfreesboro Prisoners"). These services shall include: furnishing two (2) full sets of fingerprints to the Tennessee Bureau of Investigation for every arrest; photographing the arrestee and making these photographs available to Murfreesboro through on-line computer access; and, having the RCSO determine whether fingerprinting is necessary in accordance with T.C.A. §38-3-122.

2. Consideration. The RCSO shall provide Murfreesboro Prisoner booking and processing services for Murfreesboro in consideration of the payment by Murfreesboro to the RCSO of Twenty-Five Thousand Dollars (\$25,000.00) per year, payable as provided herein (the "Annual Payment"). The Annual Payment shall be made on an annual basis, upon receipt of an RCSO invoice, on or before December 31 of each successive year. The Annual Payment shall be used for the acquisition, maintenance, and operation of an electronic fingerprint imaging system that is compatible with the Federal Bureau of Investigation's integrated automated fingerprint identification system as required by state law. This AGREEMENT and the Annual Payment are intended by the Parties to satisfy Murfreesboro's obligations to fund the acquisition of such a system under T.C.A. §39-17-420(g). The Annual Payment is subject to increase on an annual basis in accordance with any percentage increases in the cost of maintaining and operating the system. It is the intent of the Parties that any such cost increases shall be shared pro rata by the Parties.

3. Term. The term of this AGREEMENT shall be for a period of three (3) years beginning on the 1<sup>st</sup> day of January, 2019, and ending on the 31<sup>st</sup> day of December 2021. The AGREEMENT may be renewed and extended for successive three (3) year terms upon agreement of the Parties. The AGREEMENT is terminable by either party upon Ninety (90) days written notice or such



shorter period of notice as may be agreed upon by the Parties. Additionally, should RCSO intend to terminate the AGREEMENT, it shall, absent unforeseen circumstances, provide notice to Murfreesboro on or before April 1<sup>st</sup> of the year of such intended termination to enable Murfreesboro adequate time to budget for the acquisition of its own fingerprint system. In the event of termination of this AGREEMENT, the RCSO shall provide Murfreesboro with access, which is reasonably convenient and compatible for the purpose of uploading or converting, to all fingerprints and all other booking and processing data it has accumulated on Murfreesboro arrestees since it began to use the electronic fingerprinting system.

4. Hold Harmless. Nothing in this AGREEMENT shall render the RCSO liable for an arrest made by Murfreesboro. Murfreesboro shall be solely responsible for any decision to arrest, as well as the validity and method(s) of any arrest solely made by it even though the arrestee is subject to prisoner processing services furnished by RCSO pursuant to this AGREEMENT. If any claim is brought against the RCSO based on an arrest made by Murfreesboro, including, but not limited to, a claim of false arrest, any alleged Constitutional violation (i.e. 4<sup>th</sup> Amendment), Due Process claim, any claim under 42 USC 1983 or other applicable State or Federal law arising out of or because of the services furnished pursuant to this AGREEMENT, Murfreesboro shall defend and hold the RCSO harmless and indemnify it, specifically, including any attorney fees and/or damages.

5. No Agency Relationship. Nothing in this AGREEMENT shall be construed to make either Party the partner, employee, joint venturer, or agent of the other Party, nor shall either Party have any authority to bind the other in any respect; each Party shall remain independent and responsible for its own actions, except to the extent of Murfreesboro's obligations to indemnity and hold the RCSO harmless provided in paragraph 4 hereinabove.

6. Notices. Any notice to be given to any Party in connection with this AGREEMENT shall be in writing and shall be deemed to have been received when delivered to the party's address; facsimile deliveries are acceptable.

7. Entire Agreement. This AGREEMENT is the final expression of the terms of the Agreement between the Parties and supersedes all other prior oral and written Agreements by and between the Parties on this subject. This AGREEMENT may be amended only by a writing acceptable to and signed by both Parties. This AGREEMENT shall be construed under the laws of the State of Tennessee.

*[signatures appear on the following page]*



ATTEST:

Lisa Crowell

Lisa Crowell  
County Clerk

RUTHERFORD COUNTY

By Bill Ketron

Mayor Bill Ketron

By Mike Fitzhugh

Sheriff Mike Fitzhugh

Date 2-7-19

ATTEST:

Melissa Wright

Melissa Wright  
City Recorder

CITY OF MURFREESBORO

By Shane McFarland

Mayor Shane McFarland

Date 3-21-19

The foregoing approved as to  
form this the 12<sup>th</sup> day of  
March, 2019.

Adam F. Tucker

Adam F. Tucker, City Attorney



# COUNCIL COMMUNICATION

**Meeting Date: 11/18/2021**

---

**Item Title:** Minutes of City Council Meetings

**Department:** Finance

**Presented by:** Jennifer Brown

**Requested Council Action:**

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

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**Summary**

Review and approval of City Council meeting minutes.

**Staff Recommendation**

Approve minutes as listed.

**Background Information**

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

**Attachments**

November 4, 2021 (Public Comment)  
November 4, 2021 (Regular Meeting)



November 4, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 5:30 p.m. on Thursday, November 4, 2021, with Mayor McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright

Council Member Rick LaLance was absent and excused from this session.

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Jennifer Brown, City Recorder/  
Finance Director  
Darren Gore, Assistant City Manager  
Angela Jackson, Executive Director/  
Community Services  
Joshua Miller, Administrative Assistant

Mayor McFarland announced that this special meeting is being held to hear from the citizens of Murfreesboro. He reviewed the procedures for speaking and invited those present to come forward to the lectern.

Mr. Ross List, 4410 Mordecai Avenue, addressed the growth of Murfreesboro, specifically the growth of the veteran population and his hope that the City and the New Stones River VFW could work together to help veterans.

Mr. Andrew Farrar, 813 Yakima Way, stated his desire for the City to assist the New Stones River VFW, the newest VFW Post in the State, in attracting young veterans to the organization.

Ms. Andrea Rhea, 5118 Morgan Taylor Drive, described the community involvement the New Stones River VFW was undertaking in the City and the organizations desire to work with the City to help the local veteran community.

Ms. Lena McDaniel, 201 Matheus Court, presented Council with information she thought would be useful regarding the affordable housing crisis that she had come across when working on her senior research project at Blackman Highschool. She addressed the goals of the 2035 Comprehensive Plan and gave suggestions regarding strategies the City could implement to provide more access to affordable housing in upcoming housing developments.

Mr. Richard Baines, 1319 Parkview Terrace, addressed his concerns with inflation, the impact inflation could have on the City and questioned how Council planned to help citizens who were struggling with rising costs.



Ms. Carolyn Young, 1107 North Maple Street, stated that she had been told that the City parking lot being used as a location to feed the homeless was not an appropriate location for those activities and asked Council work with her on determining an appropriate location.

Mayor McFarland adjourned this session of the public comment meeting at 5:55 p.m.

---

SHANE MCFARLAND – MAYOR

ATTEST:

---

JENNIFER BROWN - CITY RECORDER



November 4, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, November 4, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright

Council Member Rick LaLance was absent and excused from this session.

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Jennifer Brown, City Recorder/  
Finance Director  
Darren Gore, Assistant City Manager  
Michael Bowen, Chief of Police  
Angela Jackson, Executive Director/  
Community Services  
Trey Duke, City Schools Director  
Kim Williams, City Schools Finance Director  
Ron Duggin, Project Development Director  
Joshua Miller, Administrative Assistant

Council Member Kirt Wade commenced the meeting with a prayer and then Mayor McFarland introduced Kaylee Bonds, Madeline Way, Courtney Barnard, Olivia Rutherford and Jillian Groat of Girl Scout Troop 3079 from Barfield Elementary to lead the Pledge of Allegiance.

Mayor McFarland stated that Item No. 15 on the Agenda would be moved to the Consent Agenda.

The Consent Agenda was presented to the Council for approval:

1. Contract Amendment for Wee Care Daycare Building Renovation (Administration)
2. Community Investment Program Funds Transfer (Finance)
3. Addendum No. 2 to Agreement with MTSU Foundation and MTSU (Parks)
4. Mandatory Referral for Drainage Easement Abandonment on Medical Center Parkway (Planning)
5. Purchase of Ammunition (Police)
6. Asphalt Purchases Report (Water Resources)
7. Cost of Service and Rate Study for FY21 (Water Resources)  
Asphalt Purchases Report (Street)

(Insert letters from Administration, Finance, Parks, Planning,  
Police, Street & Water Resources (2) Departments here.)

Mr. Martin made a motion to approve the Consent Agenda. Mr. Wade seconded the motion and all members of the Council present voted "Aye".



The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated November 4, 2021 here with regards to approval of Minutes of City Council Meetings.)

Mr. Shacklett made a motion to approve the minutes as written and presented for the regular meeting held on October 13, 2021 and the regular meeting held on October 21, 2021. Mr. Wade seconded the motion and all members of the Council present voted "Aye".

The following letter from the City Schools Finance Director was presented to the Council:

(Insert letter dated November 4, 2021 here with regards to Fiscal Year 2022 City Schools Budget Amendment #3.)

The following RESOLUTION 21-R-32 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-32 here amending the 2021-2022 Murfreesboro City Schools Budget (3rd Amendment.)

The following letter from the City Manager was presented to the Council:

(Insert letter dated November 4, 2021 here with regards to Third Amendment to Fountains at Gateway.)

Mr. Craig Tindall, City Manager, presented the request to approve the Third Amendment to the Agreement for Conveyance of Real Estate which will extend the terms and conditions of the original Agreement until December 31, 2022.

Mr. Wright made a motion to approve the Third Amendment to the Agreement for Conveyance of Real Estate which will extend the terms and conditions of the original Agreement until December 31, 2022. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated November 4, 2021 here with regards to Operations & Maintenance vehicle purchase.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Purchase Contract with Ford of Murfreesboro, through the State Purchasing Contract, in the amount of \$75,375, funded by the department's CIP, for a Ford-350 4x4 Super Cab Truck.



Mr. Wade made a motion to approve the Purchase Contract with Ford of Murfreesboro, through the State Purchasing Contract, in the amount of \$75,375, funded by the department's CIP, for a Ford-350 4x4 Super Cab Truck. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated November 4, 2021 here with regards to Water & Sewer Line materials purchase.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Purchase Agreement with Hayes Pipe Supply, Inc. in the amount of \$162,355, funded by the O&M Budget Water Line and O&M Budget Sewer Lines, for materials necessary to upgrade the water and sewer lines located on Leaf Ave, Harrison Ave, Rose Ave, Boston St, and Clover Ave.

Mr. Wade made a motion to approve the Purchase Agreement with Hayes Pipe Supply, Inc. in the amount of \$162,355, funded by the O&M Budget Water Line and O&M Budget Sewer Lines, for materials necessary to upgrade the water and sewer lines located on Leaf Ave, Harrison Ave, Rose Ave, Boston St, and Clover Ave. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated November 4, 2021 here with regards to Commercial Painting Inc. Contract Fifth Amendment.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Fifth Amendment to the Contract with Commercial Painting, Inc. to extend the Contract until the work on the High Service Building is completed.

Mr. Martin made a motion to approve the Fifth Amendment to the Contract with Commercial Painting, Inc. to extend the Contract until the work on the High Service Building is completed. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated November 4, 2021 here with regards to Specific Energy Pump Asset Management System (SEPAMS).)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Purchase of the Specific Energy Pump Asset Management System from Specific Energy for \$14,038 with an annual maintenance fee of \$6,238 for a total initial cost of \$20,321.



Vice-Mayor Scales Harris made a motion to approve the Purchase of the Specific Energy Pump Asset Management System from Specific Energy for \$14,038 with an annual maintenance fee of \$6,238 for a total initial cost of \$20,321. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

The City Recorder/Finance Director announced that there was no licensing nor any statements to consider.

Upon recommendation of Mayor McFarland, Mr. Shacklett made a motion to appoint Mr. John Jones to replace Mrs. Lynn Lien (term expires October 1, 2024), reappoint Mr. Rick Sain (term expires October 1, 2024) and Mr. Harold Yokley (term expires October 1, 2024) to the Gateway Commission. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

Mayor McFarland acknowledged the members of Leadership Rutherford in attendance at the meeting and Mr. Craig Tindall, City Manager, updated Council on the discussion topics at the upcoming City Council Workshop session.

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

ATTEST:

\_\_\_\_\_  
SHANE MCFARLAND – MAYOR

\_\_\_\_\_  
JENNIFER BROWN - CITY RECORDER



# COUNCIL COMMUNICATION

**Meeting Date: 11/18/2021**

---

**Item Title:** FY22 Budget Amendment Ordinance

**Department:** Budget

**Presented by:** Erin Tucker

**Requested Council Action:**

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

---

## Summary

Amendment to the City's FY22 Budget.

## Staff Recommendation

Approve Ordinance 21-O-40, amending the City's budget.

## Background Information

### GENERAL FUND

The following items are budget amendments to the Unassigned Fund Balance for the FY22 budget:

### Administration

For the property purchase at 312 S Church Street to be used for future economic development. Building Expense is increasing \$700,000.

### Building & Codes

The bid for a Sign Consultant came in higher than originally budgeted. Contractual Services is increasing by \$59,000.

### Airport Fund

At the March 25<sup>th</sup> Council meeting, Council approved a contract with Quadrex Aviation, LLC for development of new standard operating procedures. The project has carried over into this fiscal year. Professional Services are increasing \$9,457.

## Council Priorities Served

### *Responsible budgeting*

The budget amendments reflect the increased expenses for the specified funds.

## Fiscal Impact

The FY22 amendment will increase the General Fund FY22 budget and use of fund balance by \$759,000. The Airport Fund budget amendment will increase the Airport



Fund Balance use of fund balance by \$9,457.

**Attachments**

1. FY22 Budget Ordinance 21-O-40 and Exhibit A



**ORDINANCE 21-O-40** amending the 2021-2022 Budget Appropriations (2nd Amendment).

**WHEREAS**, the City Council adopted the 2021-2022 Budget by motion; and,

**WHEREAS**, the City Council adopted an appropriations ordinance, Ordinance 21-O-13, on June 9, 2021 to implement the 2021-2022 Budget; and,

**WHEREAS**, it is now desirable and appropriate to adjust and modify the 2021-2022 Budget Appropriations by this Ordinance to incorporate expenditure decisions made during the 2021-2022 fiscal year.

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

SECTION 1. The 2021-2022 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2021-2022 at the earliest practicable time, the welfare of the City requiring it.

Passed:  
  
1<sup>st</sup> reading \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_

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

ATTEST:  
  
\_\_\_\_\_  
Jennifer Brown  
City Recorder

APPROVED AS TO FORM:  
  

DocuSigned by:  
Adam F. Tucker

43A2035E51F9401

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

SEAL



Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Revenues</u>				
				<u>\$ -</u>
<u>Expenditures</u>				
	<u>Unassigned</u>			
Administration	Building Expense		\$ 700,000.00	\$ 700,000.00
Building & Codes	Contractual Services	\$ 41,000.00	\$ 100,000.00	\$ 59,000.00
				<u>\$ 759,000.00</u>
CHANGE IN ASSIGNED FUND BALANCE (CASH)		\$ (5,342,356.00)	\$ (5,342,356.00)	\$ -
CHANGE IN UNASSIGNED FUND BALANCE (CASH)		\$ (2,364,978.00)	\$ (3,123,978.00)	\$ 759,000.00
TOTAL CHANGE IN FUND BALANCE (CASH)		\$ (7,707,334.00)	\$ (8,466,334.00)	(759,000.00)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Airport Fund</u>				
<u>Revenues</u>				
				<u>\$ -</u>
<u>Expenditures</u>				
	Professional Services	\$ 15,000.00	\$ 24,457.00	\$ 9,457.00
				\$ -
				<u>\$ 9,457.00</u>
CHANGE IN FUND BALANCE (CASH)		\$ (1,503,422.00)	\$ (1,512,879.00)	(9,457.00)



# COUNCIL COMMUNICATION

**Meeting Date: 11/18/2021**

---

**Item Title:** Plan of Services, Annexation, and Zoning for property located along Franklin 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 9.1 acres located along Franklin Road and Veterans Parkway

**Staff Recommendation**

Conduct a public hearing and approve the Plan of Services and the requested annexation.

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

The Planning Commission recommended approval of the plan of services, annexation, and the zoning request.

**Background Information**

The Wright Family Real Estate Partnership has initiated a petition of annexation [2021-504] for approximately 9.1 acres located along Franklin Road and Veterans Parkway. The City developed its plan of services for this area. Additionally, Harney Homes, LLC presented to the City a zoning application [2021-416] for the same 9.1 acres to be zoned CH (Commercial Highway District) and PRD (Planned Residential District) simultaneous with annexation. During its regular meeting on September 1, 2021, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

**Council Priorities Served**

*Improve Economic Development*

This rezoning will enable commercial development along the Veterans Parkway frontage, potentially generating sales tax revenues for the City and employment



opportunities for the community.

*Expand infrastructure*

The proposed PRD zoning plan includes the construction of a public street network tying in to the signalized intersection at the entrance to Kroger on Veterans Parkway. The proposed public street network in this development will provide for connectivity to the west and allow for an alternative route around the intersection of Franklin Road and Veterans Parkway.

**Attachments:**

1. Resolution 20-R-PS-31
2. Resolution 20-R-A-31
3. Ordinance 20-OZ-31
4. Maps of the area
5. Planning Commission staff comments from 09/01/2021 meeting
6. Planning Commission minutes from 09/01/2021 meeting
7. Plan of services
8. The Villas at Veterans PRD pattern book
9. Other miscellaneous exhibits



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 1, 2021  
PROJECT PLANNER: MARINA RUSH**

**4.a. Annexation petition and plan of services [2021-504] for approximately 9.1 acres located along Franklin Road and Veterans Parkway, Wright Family Real Estate Partnership applicant.**

The Wright Family Real Estate Partnership, represented by Will Jordan, has submitted a petition requesting its property be annexed into the City of Murfreesboro. The subject property is 9.1-acres and located along the west side of Veterans Parkway and north side of Franklin Road. The property tax map number is: Tax Map 93, Parcel 71.01. The requested property is currently vacant and undeveloped.

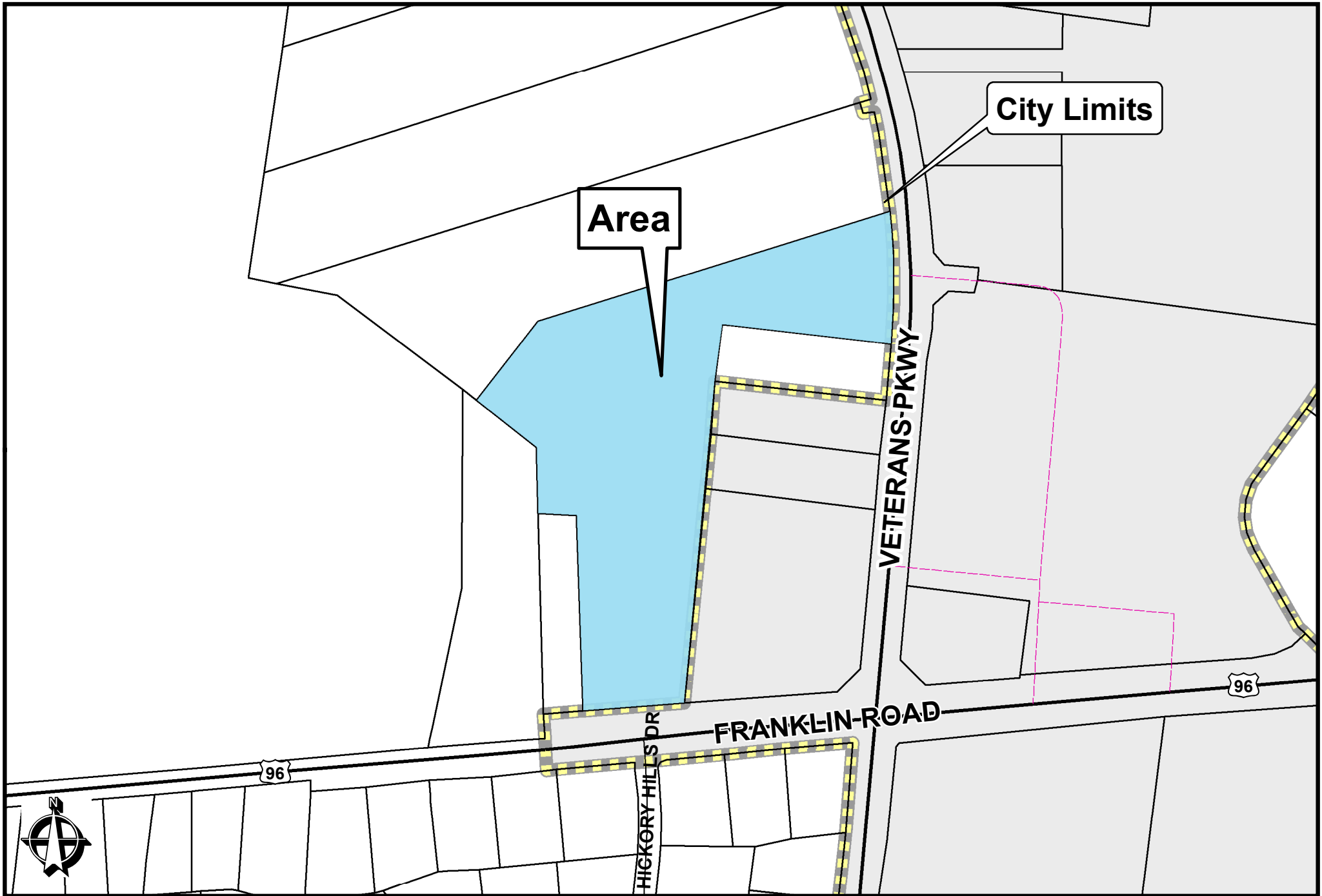
The annexation study area does not include right-of-way because the adjacent roads are within the current city limits. The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the east and south property lines. Simultaneous with this application is a request to zone the property to Planned Residential District (PRD) and Highway Commercial District (CH).

Staff has prepared a plan of services for the proposed annexation and it is attached to this staff report for reference. City services can be provided to the property upon annexation and for future development of the property. It should be noted that Overall Creek Elementary School is currently at capacity. While the annexation of this undeveloped property in its present state will not have an impact on the school system, the proposed future development will have a minimal impact, generating an estimated 8-17 students at full build-out.

**Action Needed:**

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





## Annexation Request for Property along Franklin Road and Veterans Parkway

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





## Annexation Request for Property along Franklin Road and Veterans Parkway

0 150 300 600 900 1,200 Feet

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



## PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

1. Will Jordan For Wright Family Real Estate

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

Signature: [Signature] Status: owner Date: 6/17/21

3923 Shucklett Rd - Murfreesboro TN 37129

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

2.

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)

3.

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

Signature: \_\_\_\_\_ Status: \_\_\_\_\_ Date: \_\_\_\_\_

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

4.

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

Signature: \_\_\_\_\_ Status: \_\_\_\_\_ Date: \_\_\_\_\_

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

(Attach additional signature pages if necessary)

2021-504

Legal Description is attached: \_\_\_\_\_ Yes

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

Receipt 279356 \$ 500.00



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 1, 2021**

## **MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Jami Averwater  
Warren Russell  
Chase Salas  
Shawn Wright

## **STAFF PRESENT**

Greg McKnight, Planning Director  
Matthew Blomeley, Assistant Planning Director  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Joel Aguilera, Planner  
Katie Noel, Project Engineer  
Carolyn Jaco, Recording Assistant  
Roman Hankins, Assistant City Attorney  
Sam Huddleston, Dev't Services Executive Dir.

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

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

### **2. Determination of a quorum**

Chair Jones determined that a quorum was present.

### **3. Approve minutes of the August 4, 2021 Planning Commission meeting.**

Mr. Warren Russell moved to approve the Minutes of the August 4, 2021 meeting; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

Aye: Kathy Jones  
Ken Halliburton  
Jami Averwater  
Warren Russell  
Chase Salas  
Shawn Wright

Nay: None.



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 1, 2021**

## **4. Public Hearings and Recommendations to City Council:**

**Annexation petition and plan of services [2021-504] for approximately 9.1 acres located along Franklin Road and Veterans Parkway, Wright Family Real Estate**

**Partnership applicant.** Mr. Shawn Wright announced that he nor his family have any association with this application.

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

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

There being no further discussion, Mr. Shawn Wright moved to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

**Zoning application [2021-416] for approximately 9.1 acres located along Franklin Road and Veterans Parkway to be zoned CH and PRD (The Villas at Veterans PRD) simultaneous with annexation, Harney Homes, LLC applicant.** Ms. Marina Rush

presented the Staff Comments regarding this item, a copy of which is maintained in the



**RESOLUTION 21-R-PS-31** to adopt a Plan of Services for approximately 9.1 acres located along Franklin Road and Veterans Parkway, Wright Family Real Estate Partnership, applicant(s) [2021-504].

**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 September 1, 2021 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; and,

**WHEREAS**, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on November 18, 2021, pursuant to a Resolution passed and adopted by the City Council on September 30, 2021, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on November 2, 2021; 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 21-R-A-31**, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2036E64F0401...  
Adam F. Tucker  
City Attorney

SEAL

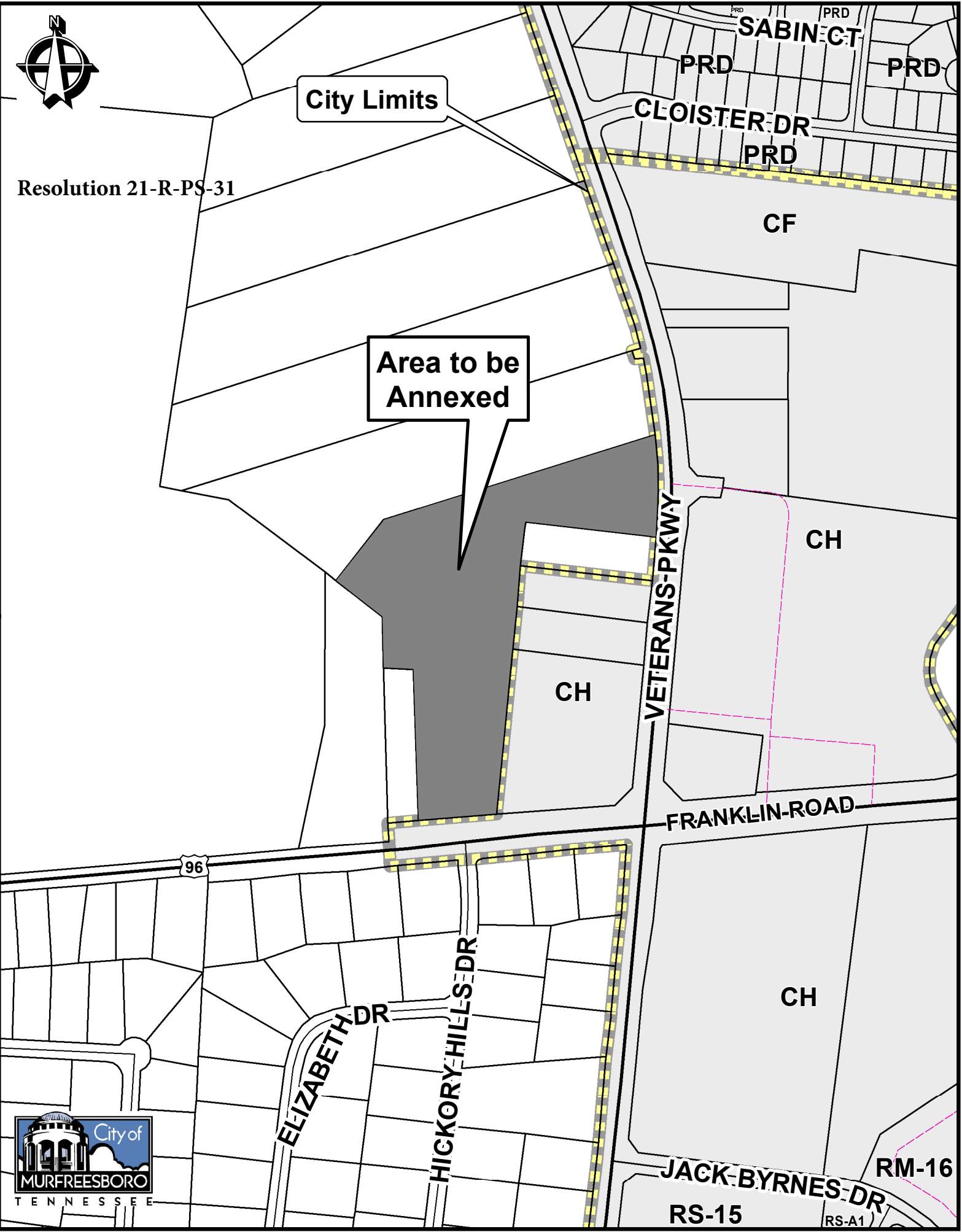




City Limits

Resolution 21-R-PS-31

Area to be Annexed





**ANNEXATION REPORT FOR PROPERTY LOCATED  
ALONG VETERANS PARKWAY AND FRANKLIN ROAD  
INCLUDING PLAN OF SERVICES  
(FILE 2021-504)**



**PREPARED FOR THE  
MURFREESBORO PLANNING COMMISSION – SEPTEMBER 1, 2021**





## Annexation Request for Property along Franklin Road and Veterans Parkway

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

0 150 300 600 900 1,200 Feet

Path: Y:\FILE\_ROOM\_FOLDERS\Annexations\2021\2021-504 Villas At Veterans\Villas at Veterans.mxd



# INTRODUCTION



## **OVERVIEW**

The Wright Family Real Estate Partnership, represented by Will Jordan, has submitted a petition requesting its property be annexed into the City of Murfreesboro. The subject property is 9.1-acres and located along the west side of Veterans Parkway and north side of Franklin Road. The property tax map number is: Tax Map 93, Parcel 71.01. The requested property is currently vacant and undeveloped.

Simultaneous with this application is a request to zone the property to Planned Residential District (PRD) and Highway Commercial District (CH). The study area does not include right-of-way because the adjacent roads are within the current city limits. The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the east and south property lines.

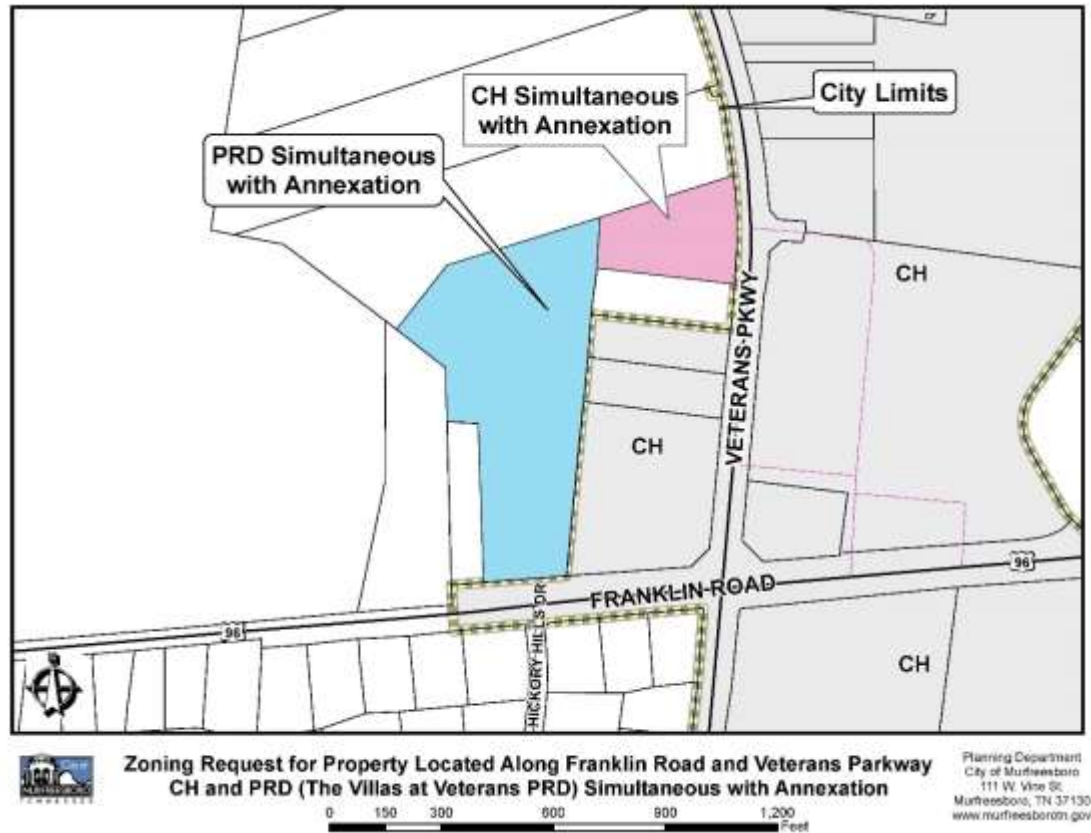




## **CITY ZONING**

As indicated above, a separate application has been submitted requesting PRD and CH zoning for the study area simultaneous with annexation. The subject parcel is currently zoned Residential Medium-Density (RM) in the County of Rutherford.

The adjacent zoning on the properties to the north, west and south is RM in the County, and to the east is zoned CH in the City.

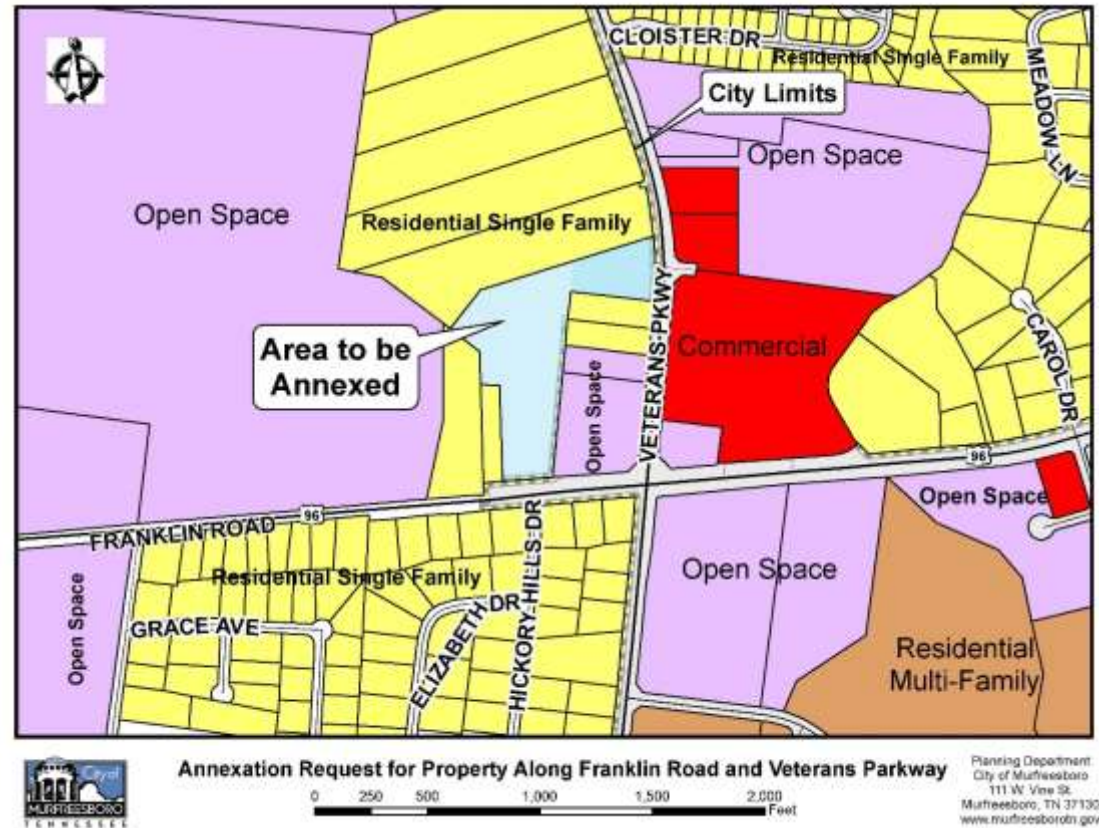




## **PRESENT AND SURROUNDING LAND USE**

The study area is undeveloped vacant land. The properties surrounding the parcel are primarily vacant and agricultural land to the west, single family residences to the north and south, and vacant parcels to the east.

The vacant parcels to the east have approved site plans for a commercial center, Veterans Plaza, which includes retail, restaurant, gas station and convenience store, and a commercial building, Overall Creek Shops, which includes liquor store, retail, and a restaurant. Property further east across Veterans Parkway is developed with a Kroger grocery store.





## **TAXES AND REVENUE**

The first City tax bill for all property annexed during the calendar year of 2021 will be due on December 31, 2022. 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/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. The property is vacant. 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***

<b>Owner of Record</b>	<b>Acres</b>	<b>Land Value</b>	<b>Improvements + Yard Item Value</b>	<b>Total Assessment</b>	<b>Estimated City Taxes</b>
Wright Family Real Est.	9.1	\$207,300	\$0.00	\$51,825	\$668.23

These figures are for the property in its current state and are subject to change upon development.



The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2021-2022 per capita state revenue estimates for the City of Murfreesboro once the proposed development is built out. The study area is proposed to be developed with 49 single-family attached homes (townhomes).

**Table II**  
***Per Capita State Revenue Estimates***

<b>General Fund</b>	<b>Per Capita Amount</b>
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
<b>State Street Aid Funds</b>	<b>Per Capita Amount</b>
Gasoline and Motor Fuel Taxes	\$38.50
<i>Total Per Capita (General and State Street Aid Funds)</i>	<b>\$141.80</b>
<b>Total State-Shared Revenues (based on full build-out at 2.58 persons per dwelling unit for proposed 49 new units)</b>	<b>\$17,926.36</b>



## **PLAN OF SERVICES**



**POLICE PROTECTION**

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE, and other community crime prevention programs to the subject parcel immediately upon the effective date of annexation. The Murfreesboro Police Department will be able to provide services immediately upon the effective date of annexation. If the property is zoned commercial and PRD for 49 residences, it will have little impact upon police services. This property is in Police Zone #4.

**ELECTRIC SERVICE**

The study area is located inside the boundary of Middle Tennessee Electric Membership Corporation (MTEMC). MTEMC has capacity to serve the proposed commercial and residential development. Any new electrical infrastructure installed will be required to adhere to MTEMC standards.

**STREET LIGHTING**

Street lighting maintained by MTEMC exists along the west side of Veterans Parkway along the property frontage. There are no streetlights along Franklin Road west of Veterans Parkway. MTEMC can provide street lighting, as necessary, upon request by the City of Murfreesboro.

**SOLID WASTE COLLECTION**

The proposed Villas at Veterans PRD plan book commits the development to utilizing a private solid waste management service for the 49 attached single-family residences. Similarly, for the commercial development a private solid waste management service will be required. As such, the Murfreesboro Solid Waste Department will not service the residences and commercial development.

**RECREATION**

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

**CITY SCHOOLS**

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. Currently there are no



residences on the subject property, so the property will have no impact on MCS in its current state.

The property is located within the Overall Creek Elementary School zone and would become part of this school's zoned area. The future commercial development will have no impact on Murfreesboro City Schools. The addition of 49 single-family residential units could add an estimated 8 to 17 new students to the school population. The Overall Creek Elementary School capacity is 1000 students. The estimated enrollment for this school year 2021-2022 is 1004 students.

### **BUILDING AND CODES**

The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign

Ordinance. No additional costs are expected.

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

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

### **GEOGRAPHIC INFORMATION SYSTEMS**

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

### **STREETS AND ACCESS**

No additional public roadways are included in the study area. The annexation study area has access to the existing public roadway system available through Veterans Parkway and Franklin Road.

Veterans Parkway was constructed to Tennessee Department of Transportation (TDoT) standards in a partnership between TDoT, City of Murfreesboro, and Rutherford County. The City of Murfreesboro provides operation and maintenance of this roadway. Any new connections to Veterans Parkway must be approved by the City Engineer.

Franklin Road is an existing State Route and is on the City's 2040 Major Transportation Plan for improvement to a 5-lane curb and gutter section. Any future development plans should comply with the 2040 Major Transportation Plan by dedication of ROW and easements and participation in the construction of improvements



of Franklin Road recommended by the Plan. Any new connections to Franklin Road must be approved by TDOT and the City Engineer.

Any new public roadways to serve the study area must be constructed to City Standards.

### **REGIONAL TRAFFIC & TRANSPORTION**

The study area is currently served by Franklin Road and Veterans Parkway as the major roadway facilities. The 2014 Level of Service Model in the 2040 Major Transportation Plan shows Franklin Road to be operating at a Level of Service C and Veterans Parkway to be operating at a Level of Service B in the study area using average daily traffic (ADT) counts. Without the recommended improvements in the 2040 Major Transportation Plan, the regional transportation facilities fall to a Level of Service F on Franklin Road and Level of Service D on Veterans Parkway.

### **DRAINAGE**

#### **Public Drainage System**

The public drainage system and facilities available to the study area are located within the right-of-way of Franklin Road and Veterans Parkway. The drainage facility

within Franklin Road is the responsibility of TDoT. Routine maintenance for these facilities is typically provided by TDoT with assistance from the City under the State Maintenance Contract with TDoT. Funding for maintenance is anticipated to be provided by TDoT and the Stormwater Utility Fee. The drainage facility within Veterans Parkway is the responsibility of the City. Future operation and maintenance costs, if any are proposed, are anticipated to be paid from the Stormwater Utility Fee and State Street Aid.

No additional public drainage facilities are included in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards. New connections to the public drainage system must be approved by the City Engineer and TDoT.

#### **Regional Drainage Conditions**

A review of the 2010 aerial photography following the significant rainfall events of May 1 and 2 confirms the presence of closed depressions and sinkholes with standing water 2 days after the rainfall stopped.

The constructed drainage facility within Franklin Road and Veterans Parkway provides drainage outlets to Overall Creek which is located approximately 0.25 mile to the east. These constructed systems help mitigate the effects of the regional drainage conditions where properties have access to them.

#### **Stormwater Management and Utility Fees**

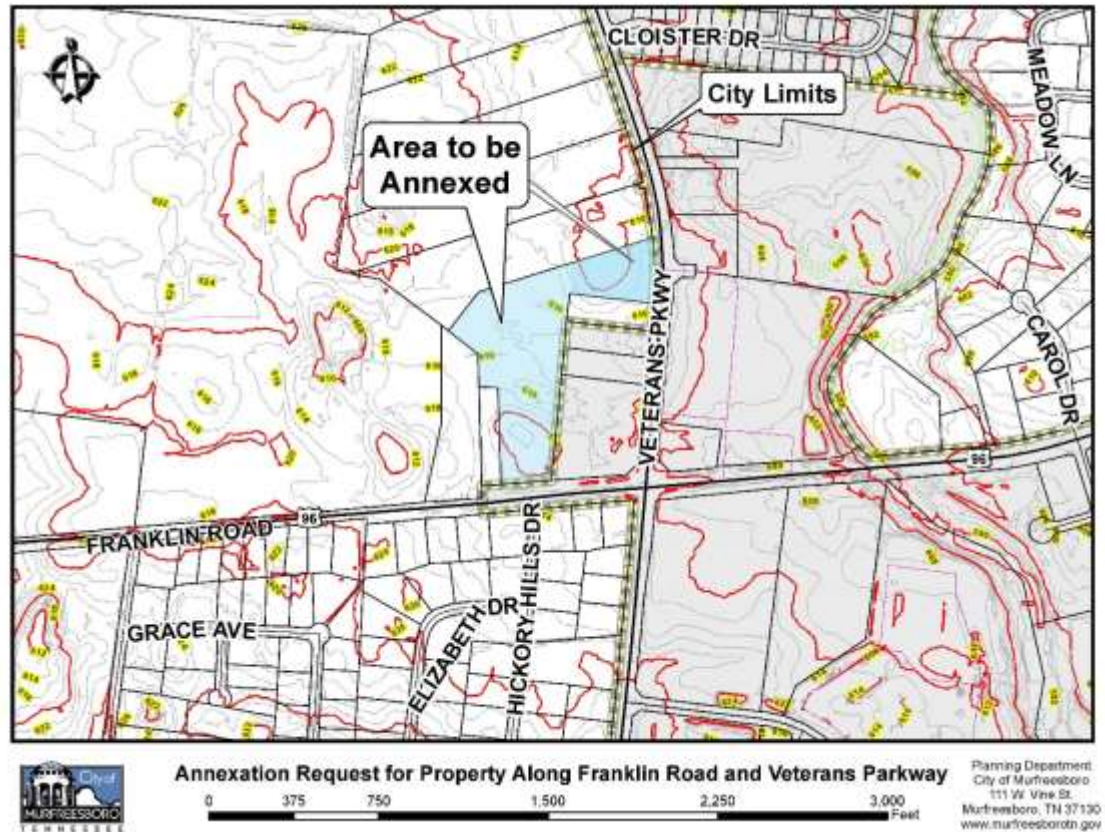
Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area is currently vacant and will generate approximately \$0 per year in revenue for the Stormwater Utility Fee.



The subject property is proposed to be developed with 49 residential units on 7.11 acres and commercial on approximately 1.79 acres with approximately 0.470 acres of commercial development. Based on this development scenario, it is anticipated that the site will generate approximately \$2300 annually in revenue for the Stormwater Utility Fund upon full build out.

Future development plans should address the existing drainage conditions. New development must meet the overall City of Murfreesboro Stormwater Quality requirements.

The red lines on the adjacent map represent ten-foot contour intervals. The black lines represent two-foot contour intervals.



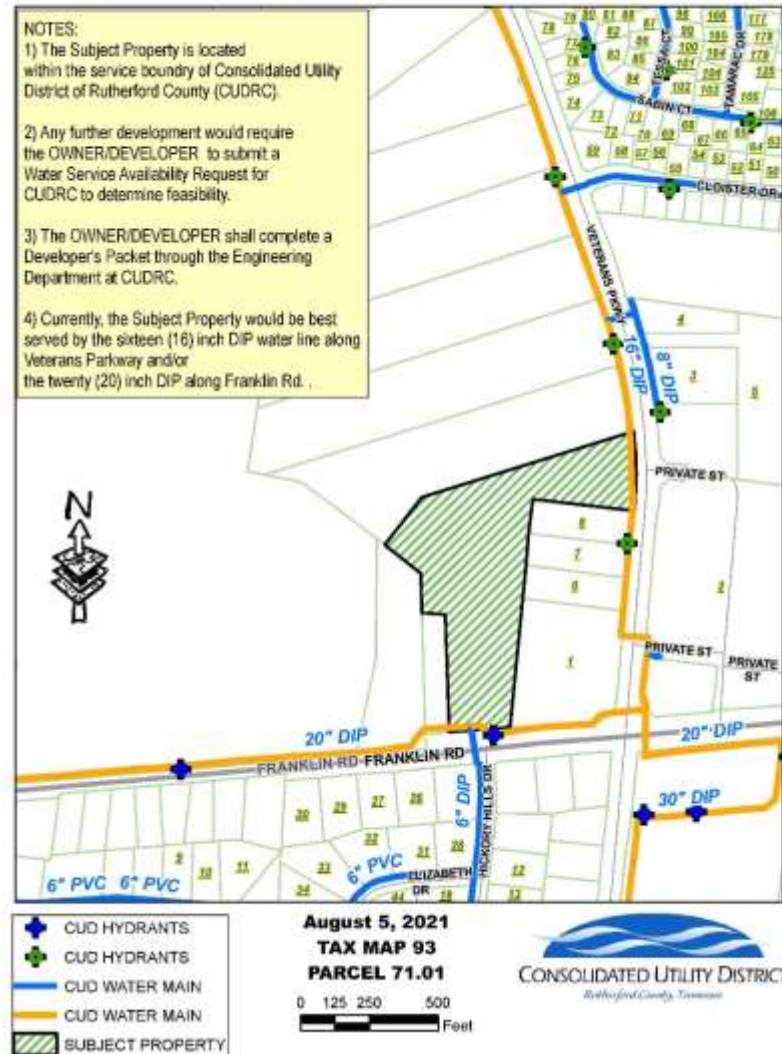


## WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. A 16--inch ductile iron water main (DIP) is located along Veterans Parkway and a 20- inch DIP is location along Franklin Road. This water line can serve the annexation study area and the future development, as illustrated in the attached exhibit.

Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUD's Developer Packet through CUD's Engineering Department prior to entering the construction phase. Any new water line development must be done in accordance with CUD's development policies and procedures.

### Veterans Parkway-Wright Family Annexation Request

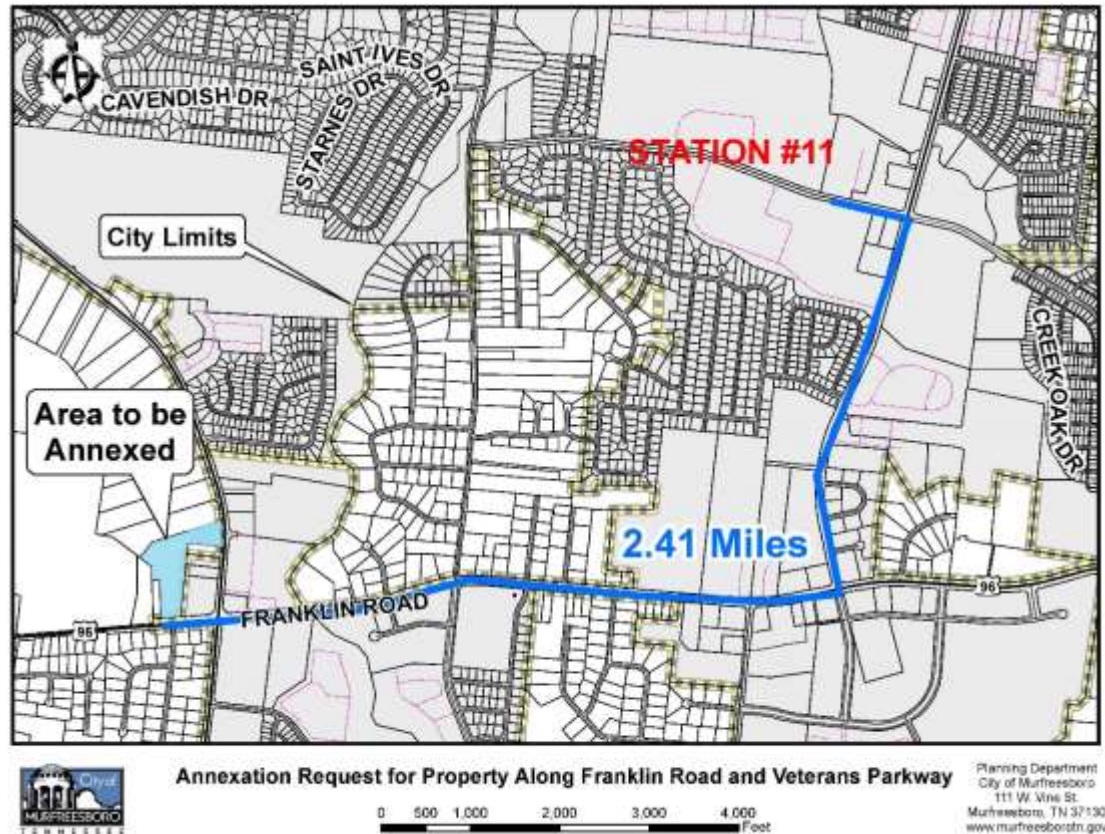




## **FIRE AND EMERGENCY SERVICE**

The study area is vacant land located along Veterans Parkway and Franklin Road. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services to the study area immediately upon the effective date of annexation at no additional expense. Fire protection will need to be extended on the site when it develops.

Currently the study area is located 2.4 miles from Fire Station #11 (3924 Blaze Drive) and 3.5 miles from Fire Station #10 (2563 Veterans Parkway). The blue line on the adjacent map represents the linear distance range from the nearest fire station.





### **SANITARY SEWER SERVICE**

According to the Murfreesboro Water Resources Department (MWRD), in order to serve the property requesting annexation, an off-site sewer easement must be obtained from the adjacent property owner to the east and a 10" sewer main extension would be required from its current termination point to the requesting property. The developer will be responsible for obtaining the necessary easement as well as extending sewer through the requesting property to its western property line.

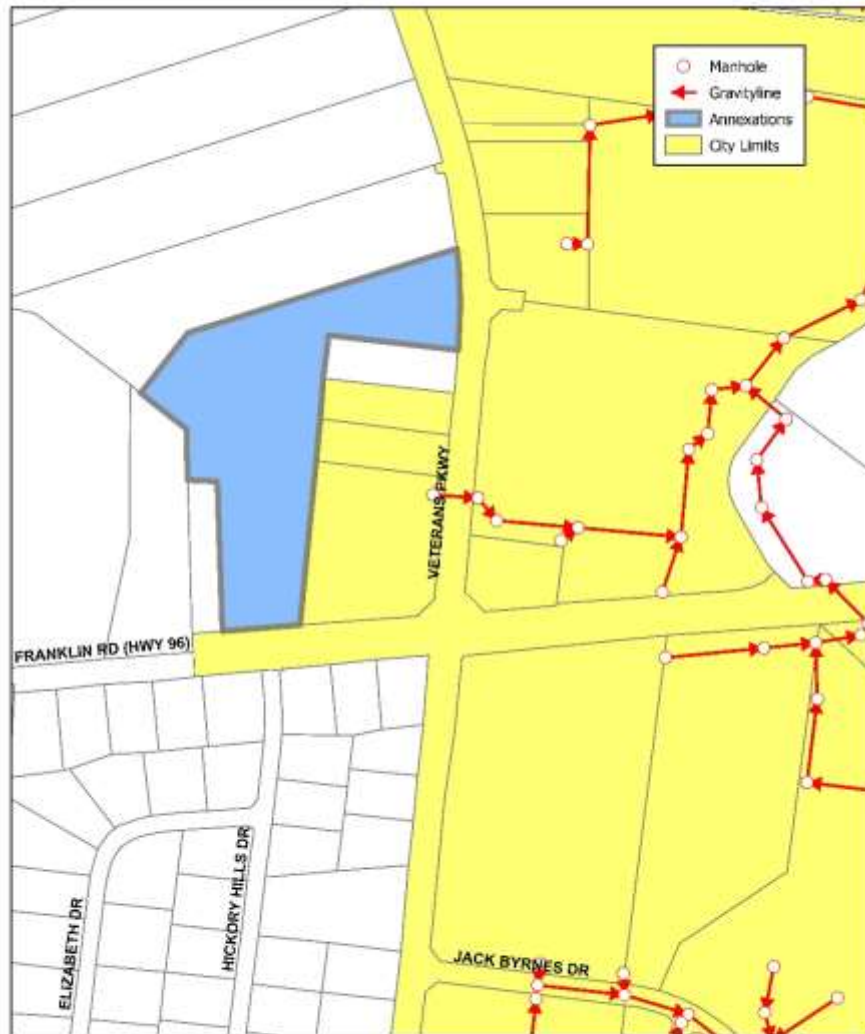
At 49 single family units (sfu's) on 7.11 acres ( $49 * 7.11 = 6.89$  sfu/acre), this development would meet the requirements of the Sewer Allocation Ordinance (SAO), which is 7 sfu's. Once a buyer and/or tenant is determined for the Commercial Highway (CH) portion of the development, it can be determined whether they meet the requirements of the SAO. If they do not meet the requirements, they would request a variance from the City Council at that time. Land zoned CH allows for 2.5 single family units per acre or 650 gpd/acre. To reserve capacity a will-serve letter request must be submitted to MWRD.

Per the most recent sewer connection model of the system, Basin 13B currently has capacity for 2388 connections. By committing sewer service to this development, staff has determined that Basin 13B's sewer connection capacity will be reduced by 49 connections, resulting in 2339 available connections for future developments. These 49 connections are per the proposed number of sfu's and does not include the commercial portion of the property.

Currently, staff has determined there is capacity within the immediate sewer main serving the site as well as the downstream sections of the sewer interceptor. There are future upgrades planned to the Overall Creek Pump Station which would increase the number of connections in this Basin to 5359.

All main line extensions and off-site sewer easements are the financial responsibility of the developer and may be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.





MURFREESBORO WATER RESOURCES DEPARTMENT

**Annexation Request for Property along  
Franklin Rd and Veterans Parkway**



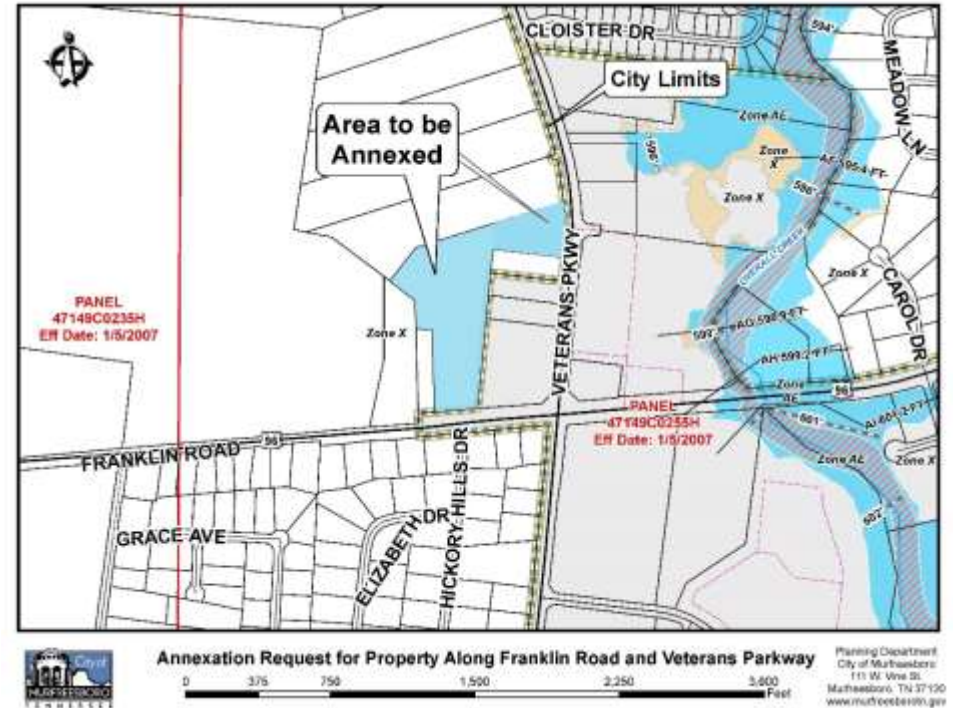


## **FLOODWAY**

The study area is not located within the 100-year floodplain or the regulatory floodway as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The adjacent map shows the location of the 100-year floodplain in blue and the regulatory floodway in the hatched pattern.

## **ANNEXATION FOLLOW-UP**

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to the Tennessee Growth Policy Act, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.





**RESOLUTION 21-R-A-31** to annex approximately 9.1 acres located along Franklin Road and Veterans Parkway, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Wright Family Real Estate Partnership, applicant(s) [2021-504].

**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 21-R-PS-31** on November 18, 2021; and

**WHEREAS**, the Planning Commission held a public hearing on the proposed annexation of such territory on September 1, 2021 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 21-OZ-31**, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

APPROVED AS TO FORM:

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2035E51F9401...  
Adam F. Tucker  
City Attorney

SEAL





Ordinance 21-R-A-31

City Limits

Area Annexed

SABIN CT

PRD

PRD

CLOISTER DR

PRD

CF

CH

CH

VETERANS-PKWAY

FRANKLIN ROAD

96

CH

ELIZABETH DR

HICKORY HILLS DR

JACK BYRNES DR

RM-16

RS-15

RS-A1





**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 1, 2021  
PROJECT PLANNER: MARINA RUSH**

- 4.b. Zoning application [2021-416] for approximately 9.1 acres located along located along Franklin Road and Veterans Parkway to be zoned CH and PRD (The Villas at Veterans PRD) simultaneous with annexation, Harney Homes, LLC applicant.**

The subject property is a total of 9.1-acres and is located along the west side of Veterans Parkway and north side of Franklin Road. The property tax map number is: Tax Map 93, Parcel 71.01. The requested property is currently vacant and undeveloped. The applicant, Harney Homes, LLC, is requesting to zone the subject property to Planned Residential District (The Villas at Veterans PRD) and Commercial Highway (CH), simultaneous with the property owners', Wright Family Real Estate, request for annexation into the City.

As depicted on the attached map, the PRD portion is 7.31 acres and extends from the south property line along Franklin Road to the north property line. The CH portion is 1.79 acres and extends from the east property line along Veterans Parkway to the west where it aligns with the CH zoned parcels to the south. The proposed CH zoning is speculative, as there are no proposed development plans for it. One buildable commercial lot will be created on the south side of the main entrance drive. On the north side will be a remnant commercial parcel that will need to be combined at some point with the property to the north to make it a viable commercial lot.

**The Villas at Veterans PRD**

*Density and Design:*

The proposed zoning requested is to allow for development of 49 attached single-family residential townhomes, at a density of 6.89 dwelling units per acre based on project site of 7.31 acres. The development will be set up as a horizontal property regime, with each unit for sale. According the current program book for the PRD, the proposed homes will be a minimum of 1,350 square feet of living space. All homes will have a minimum of 2 bedrooms, and a minimum one-car front-entry garage with decorative garage doors. The townhome elevations will be constructed of masonry materials, primarily fiber cement board, brick, and stone veneer, with the colors being white and grey. Each townhome will have foundation landscaping along all front elevations and all side elevations which are adjacent to a public R.O.W. or private drives. Each townhome will have sodded front yards.



## FRONT ELEVATIONS





## REAR ELEVATION



### *Roads:*

The proposed roadways will be public with a 42-foot right-of-way with a roadway stub along the western boundary to provide for future connection to the west. Also included is a private street, 38-foot width section to serve four units located in the northwest corner of the property. Entry from Franklin Road will include entry signs and landscaping.

In addition, the proposed road connection to Veterans Parkway along the eastern portion of the property is at a signalized intersection. The proposed public road will provide a new connection from Veterans to Franklin Road.

### *Open Space and Amenities:*

Fifty percent of the site will be open space, including usable areas and detention areas. The north and west perimeter of the property will have a 12-foot-wide Type C Landscape Buffer, in accordance with the Zoning Ordinance. The site amenities will be a pavilion, playground, and dog park, and guest parking adjacent to the dog park and mail kiosk. The amenities will be completed at 50% of the homes constructed. All common areas and driveways will be maintained by the H.O.A.



### *Solid Waste:*

Solid waste will be handled by individual trash carts serviced by a private hauler at the curb. The trash carts will be stored inside the individual garages. Staff recommends trash enclosures be provided for future trash collection if the private truck hauler services are ever interrupted or discontinued.

### *Exceptions Requested:*

Townhomes are allowed in the RS A-2 zoning district. This zoning district is used when determining setbacks and development standards for townhome developments proposed for a PRD. In this case, the applicant is requesting an exception to the rear yard setback from 20 feet to 10 feet and will have an increased side yard setback from 5 feet to 10 feet. No other exceptions are requested.

SETBACKS	RS A-2	PRD	DIFFERENCE
Front Setback	35.0'	35.0'	0.0'
Side Setback	5.0'	10.0'	+5.0'
Rear Setback	20.0'	10.0'	-10.0'
Minimum Lot Size	2,000 sq. ft.	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A

### **Adjacent Zoning and Land Uses**

The subject property is currently zoned RM (Residential Medium Density) in the unincorporated County. The adjacent zoning on the properties to the north, west and south is RM in the County, and to the east is zoned CH in the City. The properties surrounding the parcel are primarily vacant and agricultural land to the west, single family residences to the north and south, and vacant parcels to the east.

The vacant parcels to the east have approved site plans for a commercial center, Veterans Plaza, which includes retail, restaurant, gas station and convenience store, and a commercial building, Overall Creek Shops, which includes liquor store, retail and a restaurant. Property further east across Veterans Parkway is developed with Kroger grocery store. These are depicted in the Villas at Veterans PRD program book, page 13, attached to this staff report.



## **Future Land Use Map**

The future land use map of the Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt below) indicates that Auto-Urban (General) Commercial is the most appropriate land use character for the project area. Auto-Urban (General) Commercial character is typically high intensity commercial businesses with a large amount of land area for operations, and is typically developed with strip commercial, commercial centers, auto-focused uses, restaurants, etc. and requires a significant amount of space. The portion of the property proposed for CH zoning is consistent with the General Commercial land use designation.

The portion of the property proposed for PRD zoning is not consistent with the Future Land Use Map for General Commercial. The townhomes are consistent with the “Auto-Urban (General) Residential” land use character, characterized by single family dwelling units on smaller parcels and townhome developments. In this case, although the zoning is not consistent with the FLUM the proposed townhome development would provide a good transition between commercial property to the east and any existing and future single family detached residential property to the west. Staff recommends that this is an appropriate instance to deviate from the recommendations of the FLUM. If the rezoning is adopted, staff recommends the FLUM be revised to reflect Auto-Urban (General) Residential for this property.

### **Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)**





### **Recommendation:**

Staff supports the zoning request to PRD and CH for the following reasons:

- 1) The proposed road connection to Veterans Parkway along the eastern portion of the property is at a signalized intersection. The proposed public road will provide a new connection from Veterans to Franklin Road.
- 2) The portion of the property proposed for CH zoning is consistent with the General Commercial land use designation.
- 3) The portion of the property proposed for PRD zoning is not consistent with the Future Land Use Map for General Commercial; it is consistent with the “Auto-Urban (General) Residential” land use character, characterized by single family dwelling units on smaller parcels and townhome developments. In this case, the proposed townhome development would provide a good transition between commercial property to the east and any existing and future single family detached residential property to the west. Staff recommends that this is an appropriate instance to deviate from the recommendations of the FLUM.
- 4) The proposed zoning to PRD will allow for new housing units to be developed at a density of less than 7 dwelling units per acre. The Sanitary Sewer Allocation Ordinance caps townhome developments at a maximum of 7 dwelling units per acre for properties zoned for townhomes. While the property currently does not have a sanitary sewer entitlement to the 7 dwelling units per acre, as it is not presently zoned for townhomes, the proposed density does not exceed the maximum allowable density under the Sanitary Sewer Allocation Ordinance for townhome development.

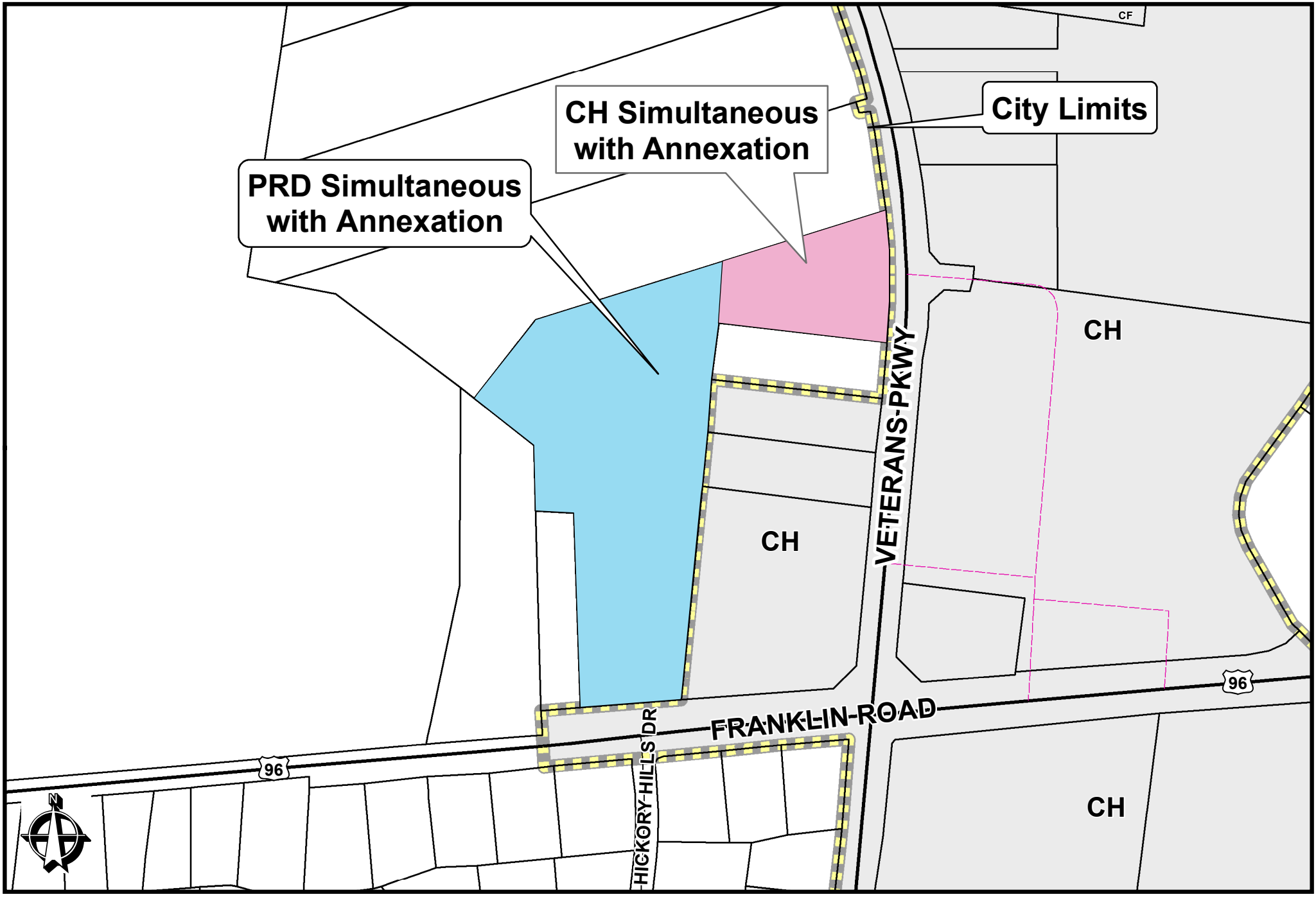
### **Action needed**

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

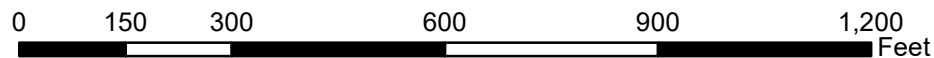
### **Attachments**

1. Zoning request maps
2. Villas at Veterans program book



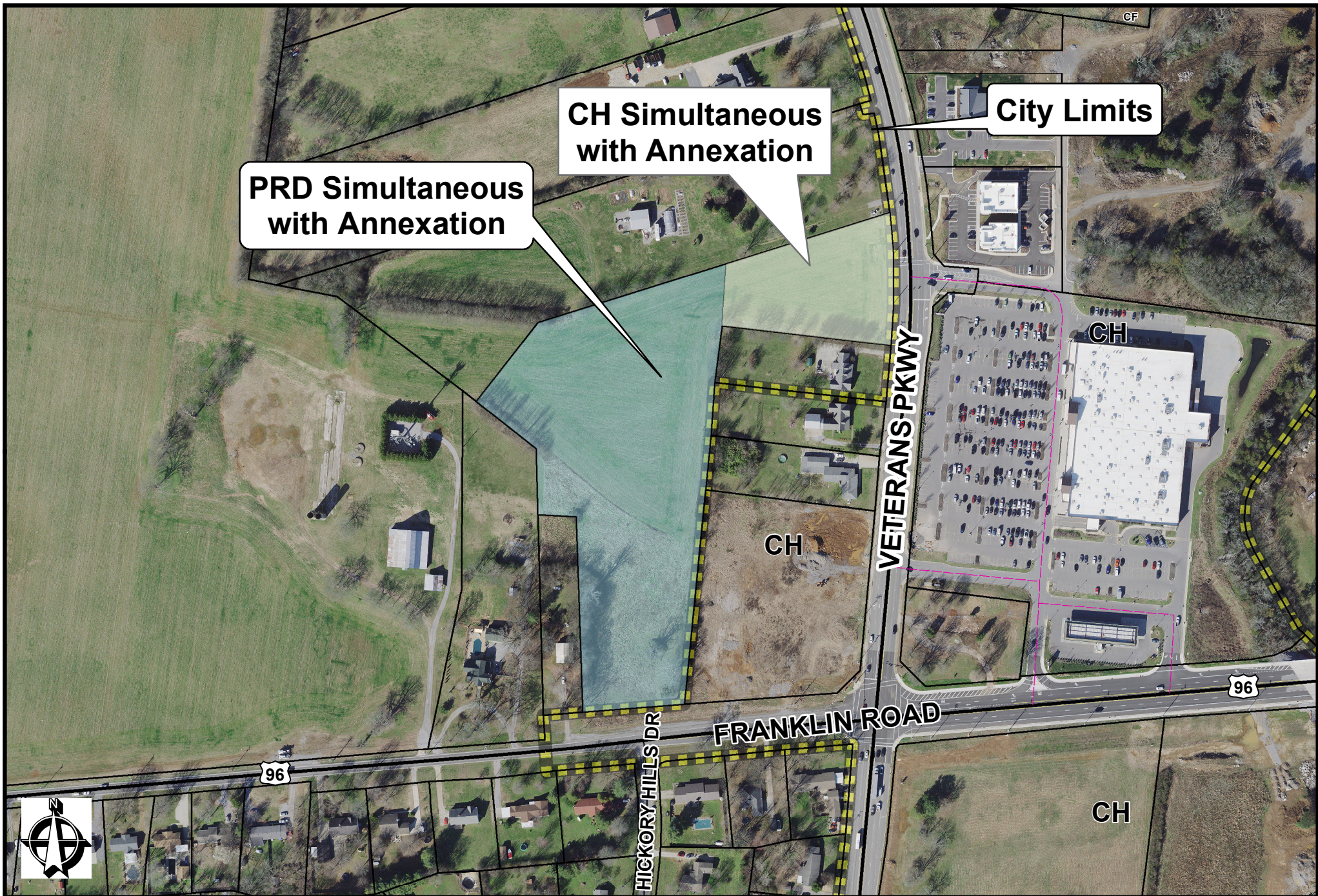


**Zoning Request for Property Located Along Franklin Road and Veterans Parkway  
CH and PRD (The Villas at Veterans PRD) Simultaneous with Annexation**



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





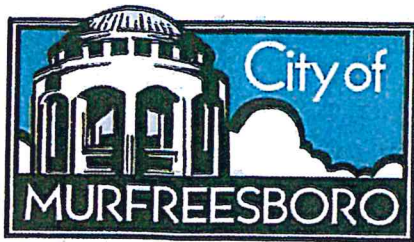
**Zoning Request for Property Located Along Franklin Road and Veterans Parkway  
CH and PRD (The Villas at Veterans PRD) Simultaneous with Annexation**



0 150 300 600 900 1,200 Feet

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

<b>Zoning &amp; Rezoning Applications – other than rezoning to planned unit development</b>	<b>\$700.00</b>
<b>Zoning &amp; Rezoning Applications – Planned Unit Development, initial or amended</b>	<b>\$950.00</b>

**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:** Harney Homes, LLC c/o Justin Harney

**Address:** 101 Beulah Rose Drive **City/State/Zip:** Murfreesboro, TN 37128

**Phone:** 615-624-7529 **E-mail address:** justin@harneyhomes.com

**PROPERTY OWNER:** Wright Family Real Est Partnership LP

**Street Address or property description:** Franklin Road, Murfreesboro, TN 37129

**and/or Tax map #:** 93 **Group:** \_\_\_\_\_ **Parcel (s):** 71.01

**Existing zoning classification:** RM in the county

**Proposed zoning classification:** PUD and CH **Acreage:** 9.10 Acres

**Contact name & phone number for publication and notifications to the public (if different from the applicant):** Rob Molchan - SEC, Inc. 615-890-7901

**E-mail:** rmolchan@sec-civil.com

**APPLICANT'S SIGNATURE (required):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

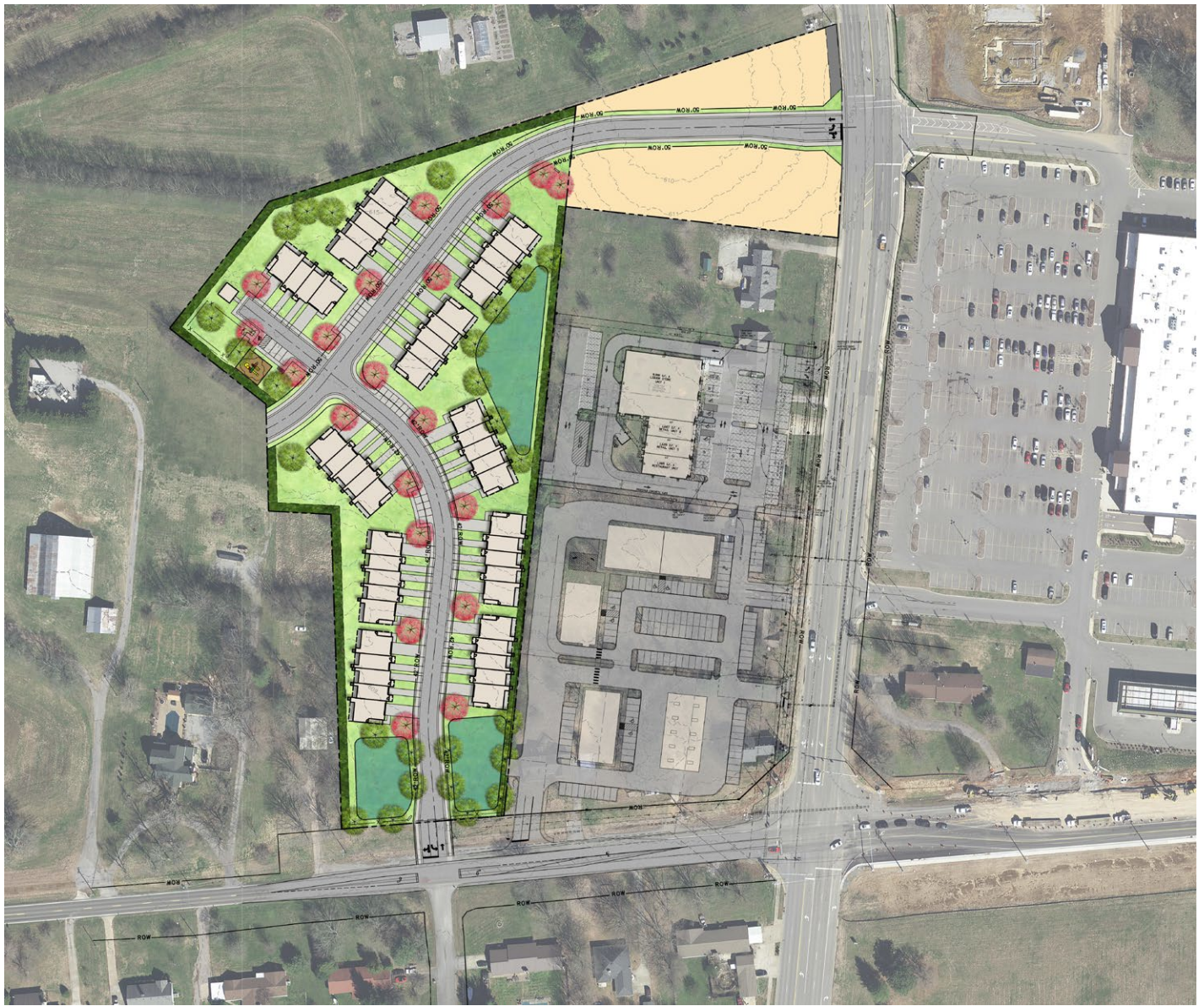
\*\*\*\*\*For Office Use Only\*\*\*\*\*

**Date received:** \_\_\_\_\_ **MPC YR.:** \_\_\_\_\_ **MPC #:** 2021-416

**Amount paid:** \$ 950.00 **Receipt #:** 279356 2021-504

Revised 7/20/2018





# THE VILLAS AT VETERANS

REQUEST FOR ANNEXATION AND REZONING TO A PLANNED RESIDENTIAL DEVELOPMENT (PRD) & COMMERCIAL HIGHWAY (CH)  
Murfreesboro, Tennessee

Initial Submittal  
July 15, 2021

Resubmitted  
August 16, 2021 for the August 18, 2021  
*Planning Commission Workshop*

Resubmitted  
August 26, 2021 for September 1, 2021  
*Planning Commission Public Hearing*

Resubmitted  
October 7, 2021 for November 18, 2021  
*City Council Meeting*

**SEC, Inc.**

SEC Project #20260

**H HARNEY  
— HOMES —**



**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](mailto:rmolchan@sec-civil.com) / [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com)  
Web: [www.sec-civil.com](http://www.sec-civil.com)

*850 Middle Tennessee Blvd.  
Murfreesboro, Tennessee 37129*

**H HARNEY  
— HOMES —**

Company Name: Harney Homes, LLC  
Profession: Developer & Home Builder  
Attn: Justin Harney  
Phone: (615) 624-7529  
Email: [justin@harneyhomes.com](mailto:justin@harneyhomes.com)  
Web: [www.harneyhomes.com/](http://www.harneyhomes.com/)

*101 Beulah Rose Drive  
Murfreesboro, Tennessee 37128*



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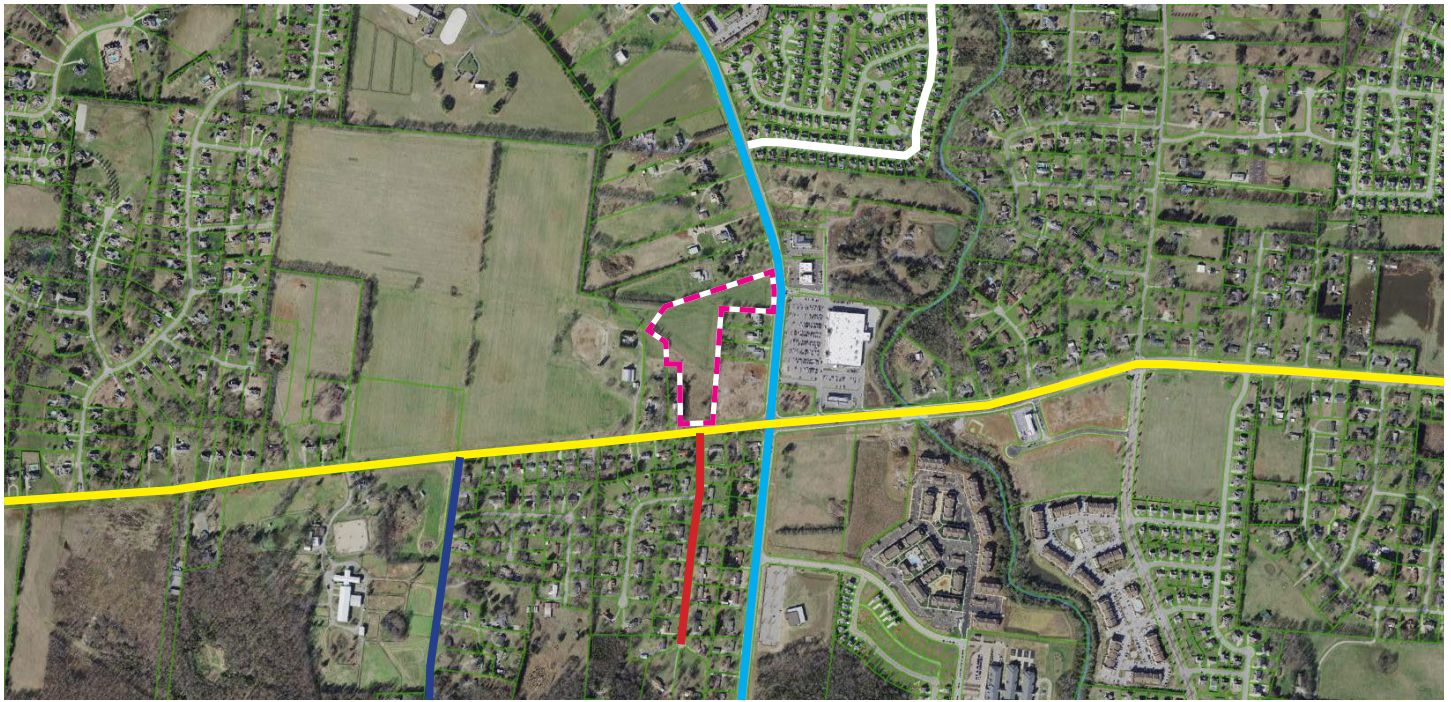
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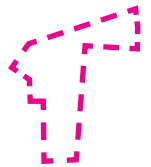




AERIAL PHOTOGRAPH

Not To Scale

- Veterans Parkway (Major Arterial)
- Kingwood Lane (Residential Collector)
- Franklin Road- Highway 96 (Major Arterial)
- Cloister Drive (Local Road)
- Hickory Hills Drive (Local Road)

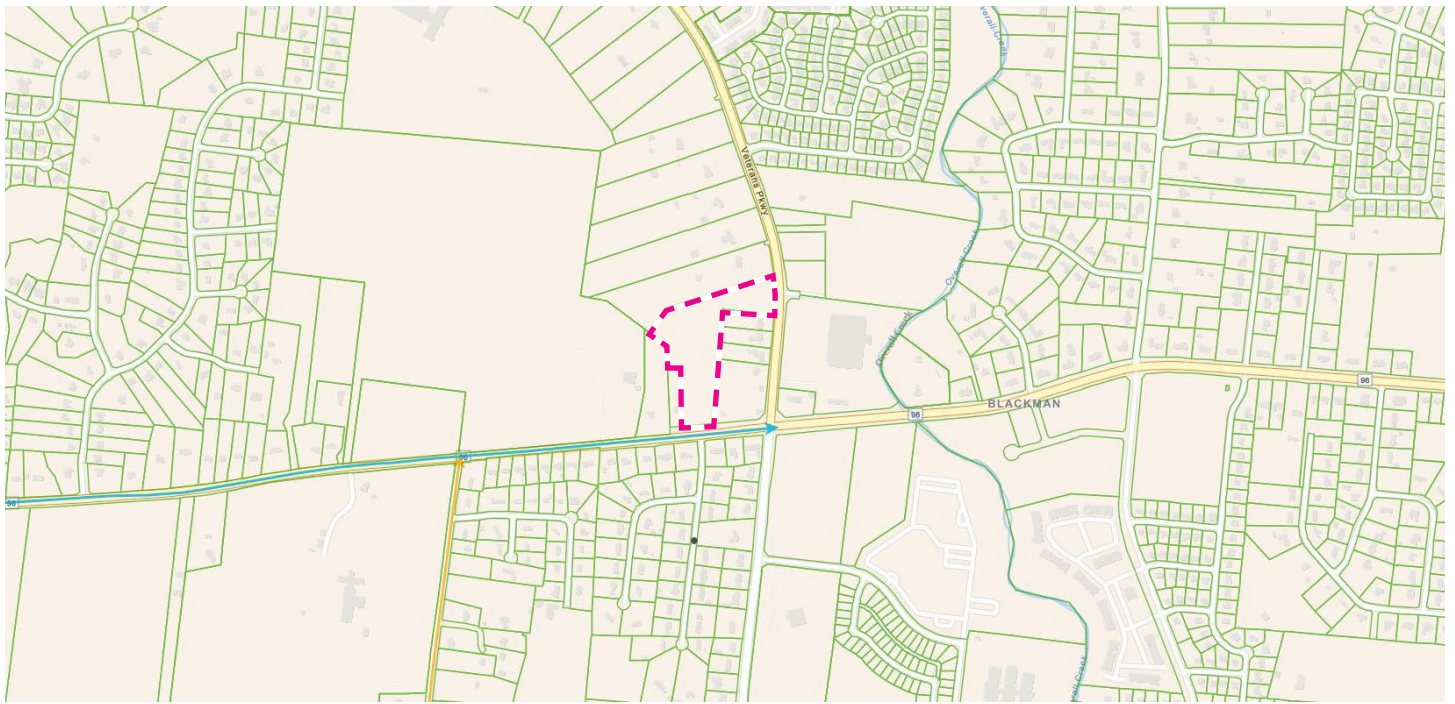


Site Boundary

Harney Homes, LLC respectfully requests annexation and rezoning of the Wright Family Property at the intersection of Veterans Parkway and Highway 96 from Medium Density Residential (RM) in Rutherford County to Planned Residential Development (PRD) & Commercial Highway (CH) into the City of Murfreesboro to create The Villas at Veterans. The property is located along the western side of the Veterans Parkway and north of Highway 96. The site is identified as Parcel 71.01 of Tax Map 93, and is approximately 9.10 acres. Of this 9.10 acres, approximately 1.79 acres along Veterans Parkway is proposed to be rezoned to Commercial Highway (CH) into the City of Murfreesboro to continue the commercial corridor along Veterans Parkway. The remaining 7.31 acres will be rezoned to the requested PRD zoning.

The request for rezoning to PRD is to create The Villas at Veterans. The development will consist of 49 single-family attached townhomes on 7.11 acres, for a density of 6.89 dwelling units per acre. All homes will be for purchase and sold via a horizontal property regime. The proposed homes will be a minimum of 1,350 sf of living space. All homes will have a minimum of 2 bedrooms, and a minimum one car front entry garage with decorative garage doors. The townhome elevations will be constructed of primarily masonry materials to add quality and character to the community. Each townhome will have foundation landscaping along all front elevations and all side elevations which are adjacent to a public R.O.W. or private drives. Each townhome will have sodded front yards. Street lights will line the proposed roads to add character and continuity to the neighborhood. The entrance to the PRD along Highway 96 will incorporate signage that will be anchored by landscaping and 3-rail fencing. The H.O.A. will maintain the common areas and driveways.

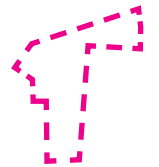




## 2040 MAJOR THOROUGHFARE PLAN

Not To Scale 

- |  |  |
|--|--|
|  2 LANE BRIDGE    |  6 LANE ROADWAY |
|  3 LANE ROADWAY   |  7 LANE ROADWAY |
|  4 LANE ROADWAY   |  8 LANE ROADWAY |
|  5 LANE ROADWAY |  |

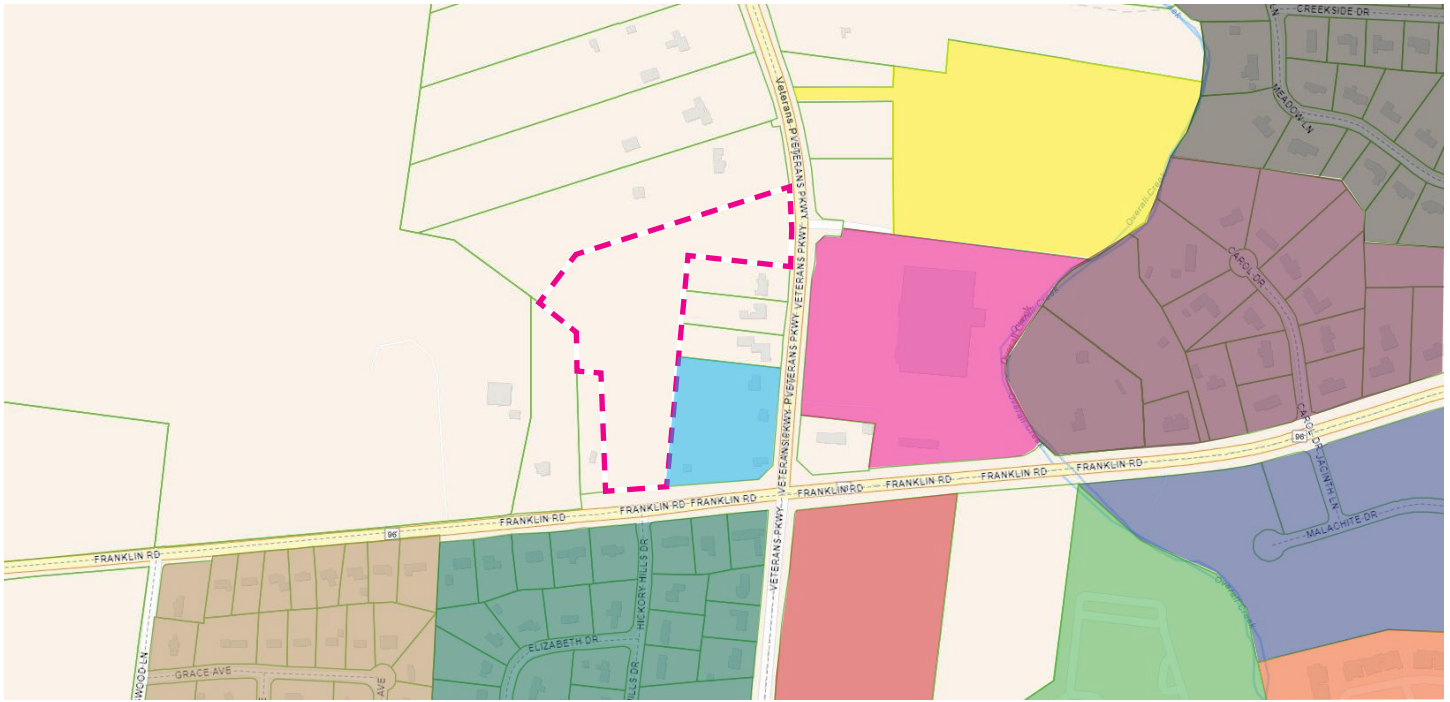


Site Boundary

The property has/will have access to the existing public rights-of-way via Veterans Parkway and Highway 96. Veterans Parkway is currently constructed as a 5-lane major arterial roadway, and is not slated for any future improvement. Highway 96 is on the City of Murfreesboro's 2040 Major Thoroughfare Plan. The existing roadway along the development's frontage is currently built as a 2-lane roadway and is planned to be widened to a 5-lane roadway. The entrances to the development are planned to incorporate three travel lanes at the intersections with existing roadways for proper circulation into and out of the development.












Within this development, a roadway stub is proposed along the western boundary to provide for future connectivity to neighboring properties.

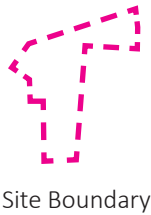




### SUBDIVISION MAP

Not To Scale 

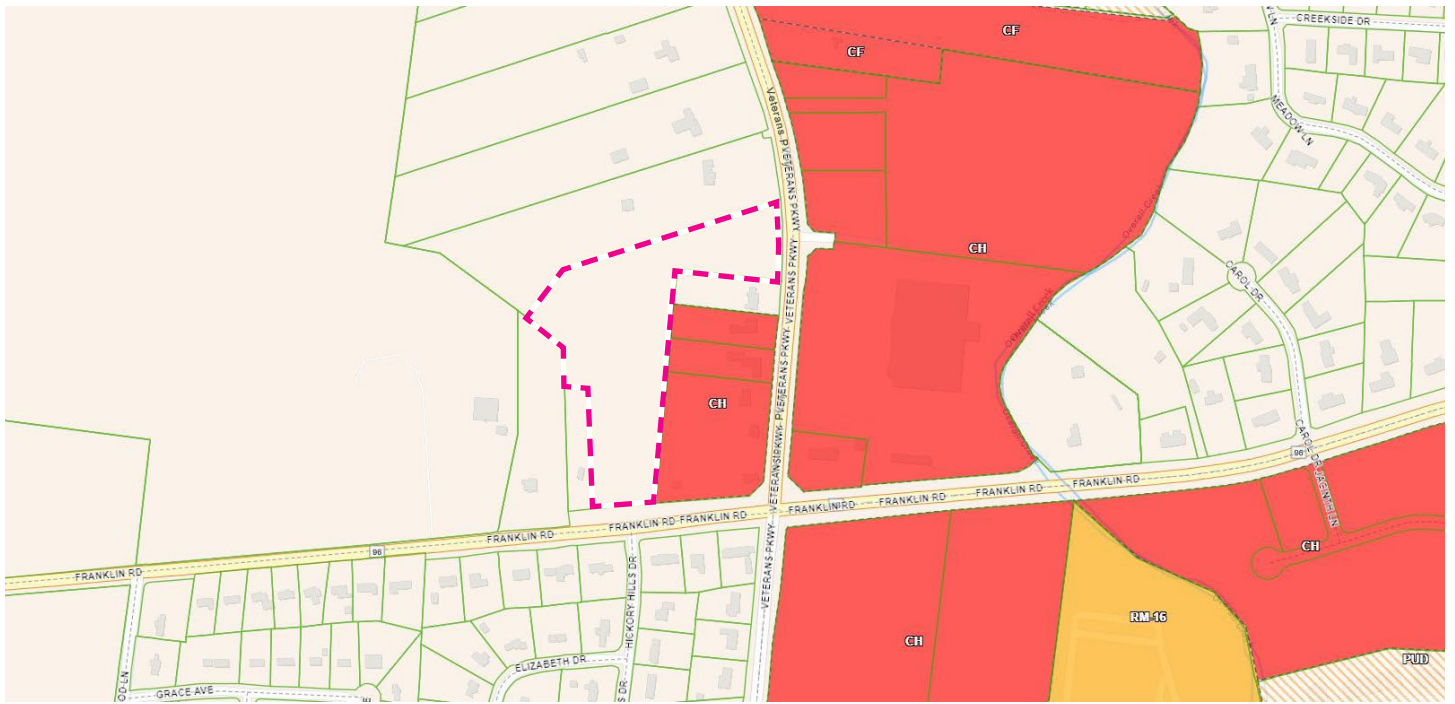
- |   |  |   |
|---|--|---|
|  Veterans Plaza      |  Overall Creek Apartments |  The Preserve at Kingdom Ridge |
|  Kroger              |  Kingdom Ridge            |  Franklin Road Estates         |
|  Wright Property   |  Hickory Hills          |  K.C. Subdivision            |
|  Jack Byrnes Drive |  Oakdale Acres          |   |



Site Boundary

The development is surrounded by a mixture of residential subdivisions, commercial businesses, and agricultural properties. South of the site on the corner of Veterans Parkway and Highway 96 is Veterans Plaza, a future commercial property. A Kroger grocery store is located to the east across Veterans Parkway, along with other commercial uses. These currently include commercial businesses with uses including a veterinary clinic and dental practice. These businesses have a variety of masonry materials on all elevations, primarily brick and stone. Hickory Hills subdivision is to the south across Highway 96. The homes in this subdivision are one-story single-family detached with side entry garages, with brick as the primary material along all elevations. Across East of the site across Veterans parkway and past the commercial corridor are various residential subdivisions, mostly comprising of 1-2 story single-family detached homes with brick as the dominant elevation material. A couple of residential lots are to the west of the site along the north side of Highway 96. The land further to the west along the northern side of Highway 96 is primarily undeveloped agricultural land.





## ZONING MAP

Not To Scale 

- RM-16 Residential Multi-Family (RM-16)
- CH Commercial Highway (CH)
- CF Commercial Fringe (CF)
- RM Medium Density Residential (Rutherford County)
- PUD Planned Unit Development (PUD)



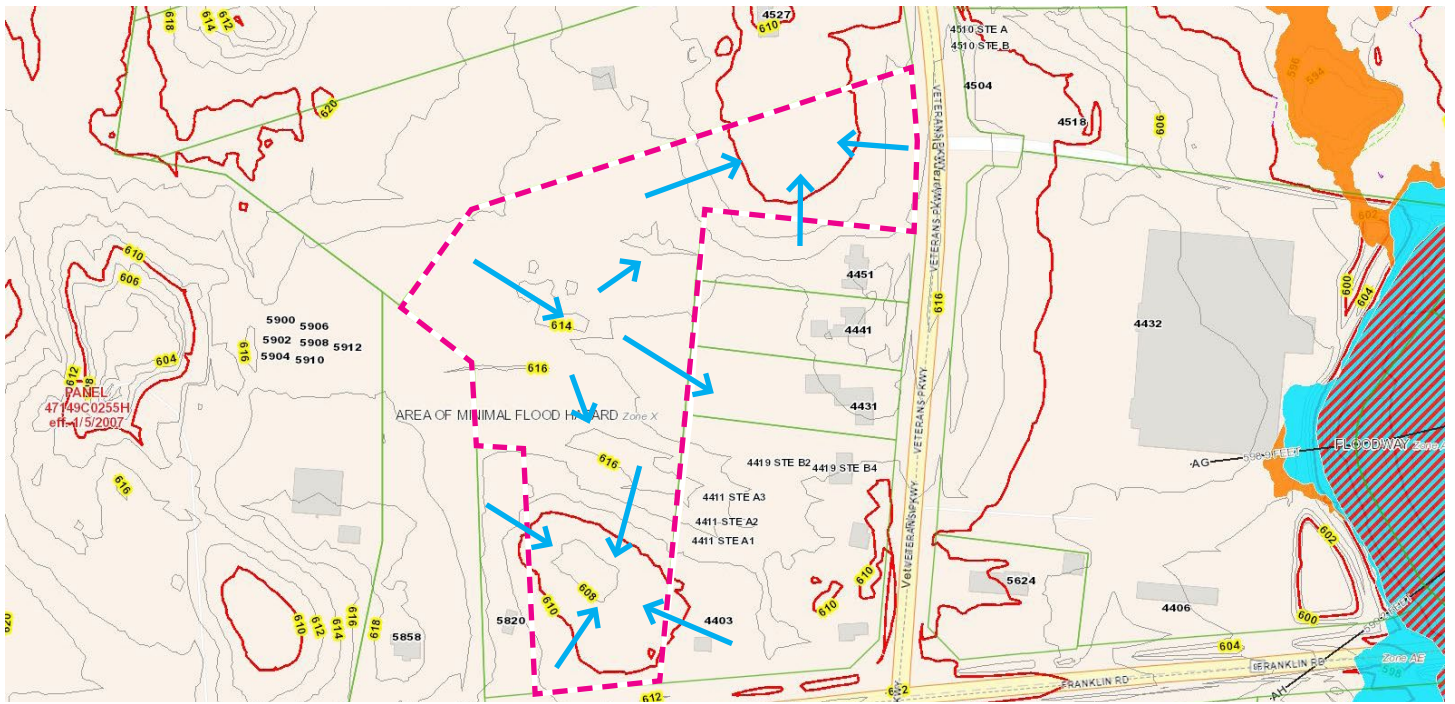
Site Boundary

The surrounding area consists of a mixture of zoning types and uses. The land to the east that is zoned Commercial Highway (CH) within the Murfreesboro City Limits with Commercial Fringe (CF) further north along Veterans Parkway. The remaining land surrounding the site is zoned Medium Density Residential (RM) in Rutherford County.












## HYDROLOGY AND TOPOGRAPHY

Not To Scale

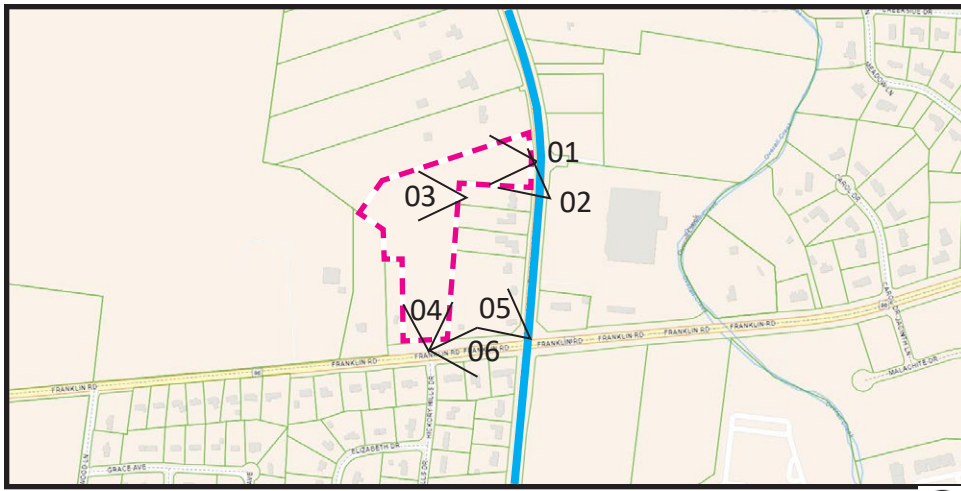
-  WATER FLOW DIRECTION
-  INTERMEDIATE CONTOURS
-  INDEX CONTOURS



The topographic map above shows the site's topographic high point generally at the northwest corner of the property. From this high point, the property drains towards the middle of the site before splitting to the east and south. Stormwater that drains to the east, flows towards Veterans Parkway before turning and running north off the property. Stormwater that drains to the south flows towards Highway 96 before ending in a geographical bowl along the roadway.

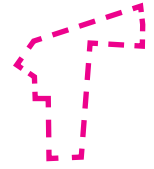
No portions of this property lie within a floodway or floodplain per FEMA Flood Map Panel 47149C0255H eff. 1/5/2007.





Veterans Parkway

Franklin Road- Highway 96



Site Boundary

PHOTO DIRECTION MAP

Not To Scale





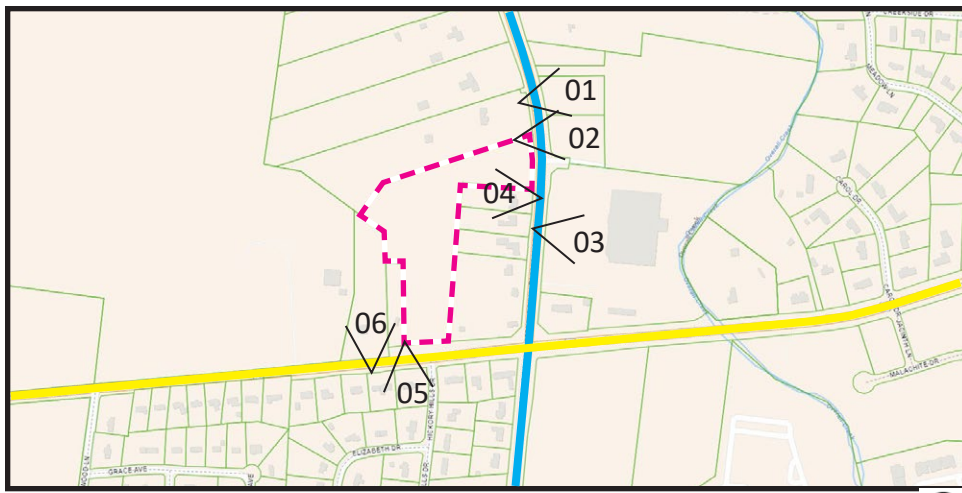
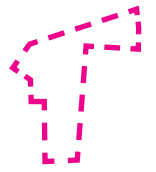


PHOTO DIRECTION MAP

Not To Scale

- Veterans Parkway
- Franklin Road - Highway 96



Site Boundary





## **Residential Development Standards:**

- 49 townhome with a minimum of 2-bedrooms
- The homes will be a minimum of 1,350 feet of living area
- Each home will be for sale and sold under a Horizontal Property Regime
- The entrance off of Highway 96 and the transition between residential and the commercial property will have new entrance signage constructed on masonry materials and anchored by landscaping.
- The proposed Commercial Highway properties will provide a 12-foot wide Type 'C' Landscape Buffer along the length of the boundaries adjacent to all residential land uses per the Murfreesboro Zoning Ordinance.
- Builders shall install sod in all front and secondary front yards. Seed and straw will be installed in all side and rear yards.
- There shall be a minimum 3-foot wide landscape bed located along the front and secondary front elevations of all townhomes.
- All mechanical equipment (i.e. HVAC and transformers) to be screened.
- HVAC units will be located at the rear of each residence.
- All on-site utilities will be underground
- Solid waste will be handled via a trash cans at the curb serviced by a private hauler
- All driveways and parking areas will be private and maintained by the H.O.A. Driveways will be a minimum of 35-FT deep and 10-FT wide for one-car garages homes and 18-FT wide for two-car garage homes.
- Parking for the homes will comply with the City of Murfreesboro requirements
- All garages are to be used for vehicular parking only and may not be used for household storage.
- The public street running from the light on Veterans Parkway towards the west will be a 50' R.O.W. All other roads will be either private roads or 42' R.O.W.s.
- Sidewalks will be provided on both sides of all streets throughout the development to create a pedestrian friendly community.
- Mail service will be provided via a centralized mail kiosk for all postal deliveries
- Street lights will be coordinated with MTE, and will meet MTE's standards.
- On-site lighting will comply with the minimum and maximum city standards to prevent light pollution.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company
- HOA will be managed by independent 3rd party management company
- The common areas will be owned and maintained by an H.O.A.



Example of 6' High White Vinyl Fencing



Example of Dog Park Fencing



<b>Overall Land Data</b>	
Total Land Area:	±9.10 Acres
Total Commercial Land Area:	±1.79 Acres
Total Residential Land Area:	±7.11 Acres
<b>Residential Land Data</b>	
Total Number of Homes:	49 Homes
Yield: 49 Homes/7.11 Acres =	±6.89 Homes/Acre
Total Open Space Required:	±1.42 Acres (20%)
Total Open Space Provided:	±3.75 Acres (53%)
Usable Open Space	±3.08 Acres (43%)
Stormwater (Detention)	±0.70 Acres (10%)

<b>Total Parking Required:</b>	
9 - 2 Bedroom Homes x 2.2 Spaces=	20 Spaces
40 - 3 Bedroom Homes x 3.3 Spaces=	132 Spaces
Total Parking Required:	152 Spaces
<b>Total Parking Provided:</b>	
Garage Spaces:	69 Spaces
Driveway Spaces:	138 Spaces
Guest Parking Spaces:	23 Spaces
Total Parking Provided:	230 Spaces (+78)

- Townhomes/On-site Structures
- Detention Pond
- Proposed Landscape Buffer
- Open Space
- Roadway
- Sidewalk/Driveway
- Commercial Lots

SEC, Inc.

SEC Project #20260 Murfreesboro, Tennessee





**Residential Architectural Characteristics:**

- Building heights shall not exceed 35 feet in height.
- All homes will be either 1 or 2-stories.
- All homes will have at minimum 2 bedrooms.
- All the homes will have eaves.
- All homes will have a patio area at the rear of the unit.
- Patios will be screened with a 6-foot tall vinyl privacy fence between homes.
- Each home will have either a 1 or 2 car front entry garage.
- Front entry garages will have decorative doors that will complement the building architecture.
- Townhomes will be comprised of alternating styles, colors, and materials.



Example of Brick  
(different colors will be allowed)



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



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



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

**Building Materials:**

Front Elevations:

Side Elevations (Internal to the Site):

Rear Elevations:

All Elevations:

\*The front of every unit have brick and/or stone. Brick will be painted. Cement board will be used on units where there is non-structural support area. No unit will be entirely cement board.

All Masonry (Brick, Stone, Cement Board Siding)  
Cement Board Siding in the Dormers/Gables  
Cement Board Siding  
Cement Board Siding  
Vinyl Only Permitted in Trim & Soffit Areas



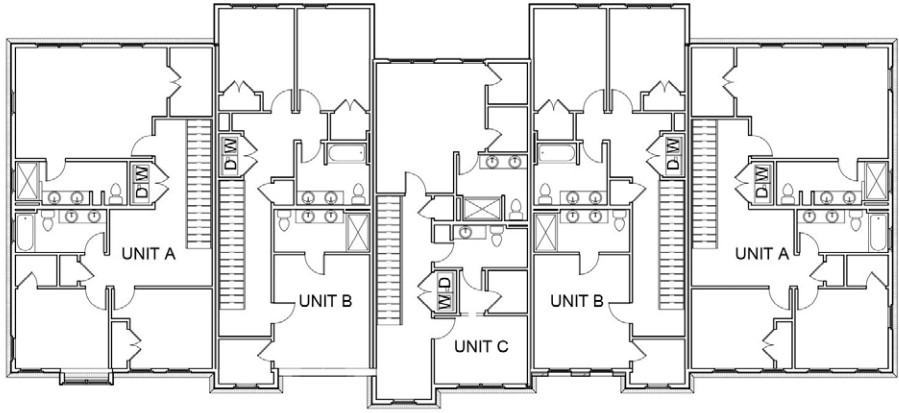
**Setbacks External to the Site**

Front: 35-feet  
Side: 10-feet  
Rear: 10-feet

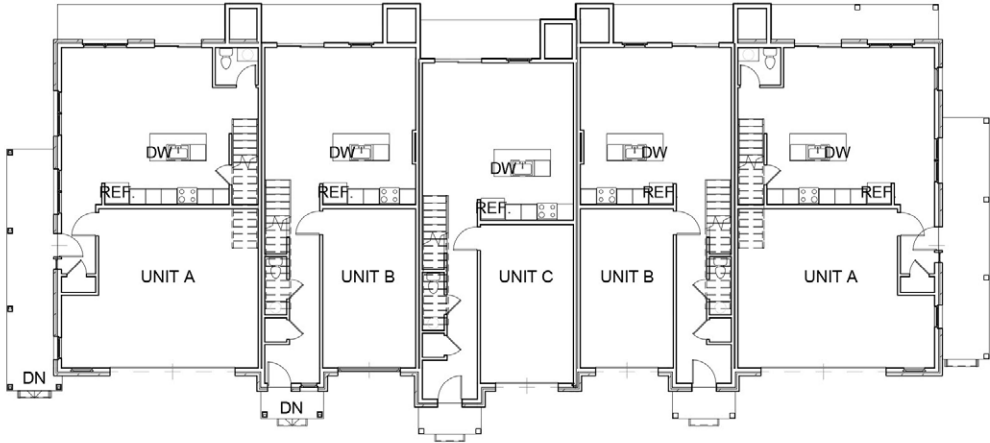


**Setbacks Internal to the Site**

Front From R.O.W. to Garage: 35-feet  
Front From R.O.W. to Covered Entrances: 25-feet  
Distance Between Sides of Buildings: 10-feet  
Distance Between Side and Rear of Building: 20-feet



② FLOOR 2 PLAN



① FLOOR 1 PLAN

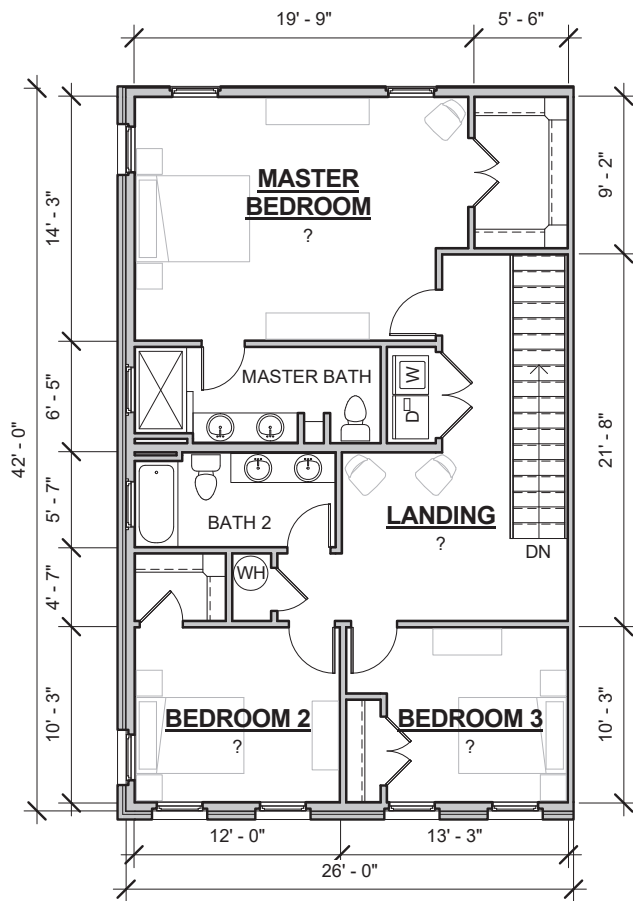


EXAMPLE OF FRONT OF BUILDING

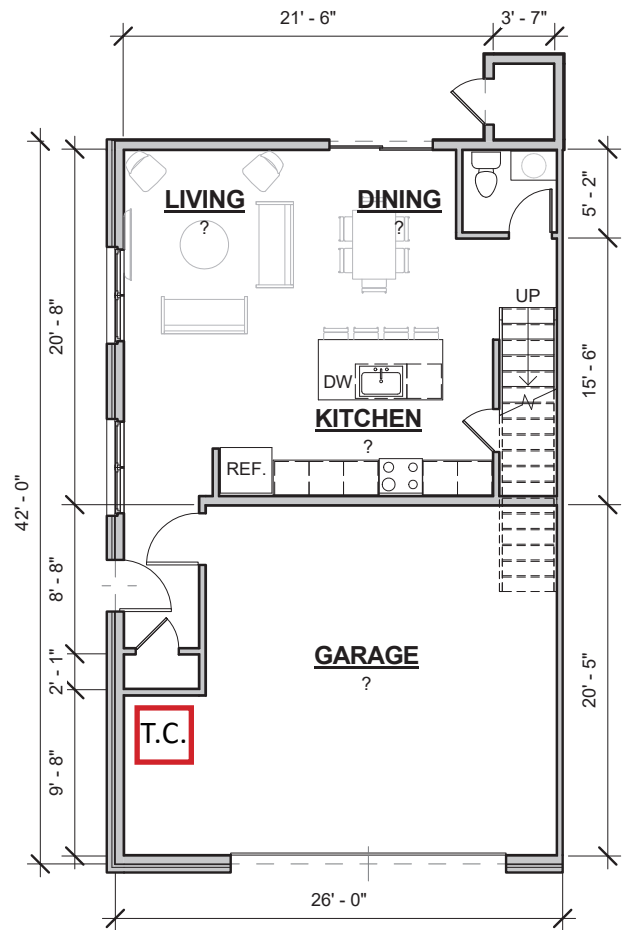


EXAMPLE OF REAR OF BUILDING





② UNIT A - SECOND FLOOR PLAN

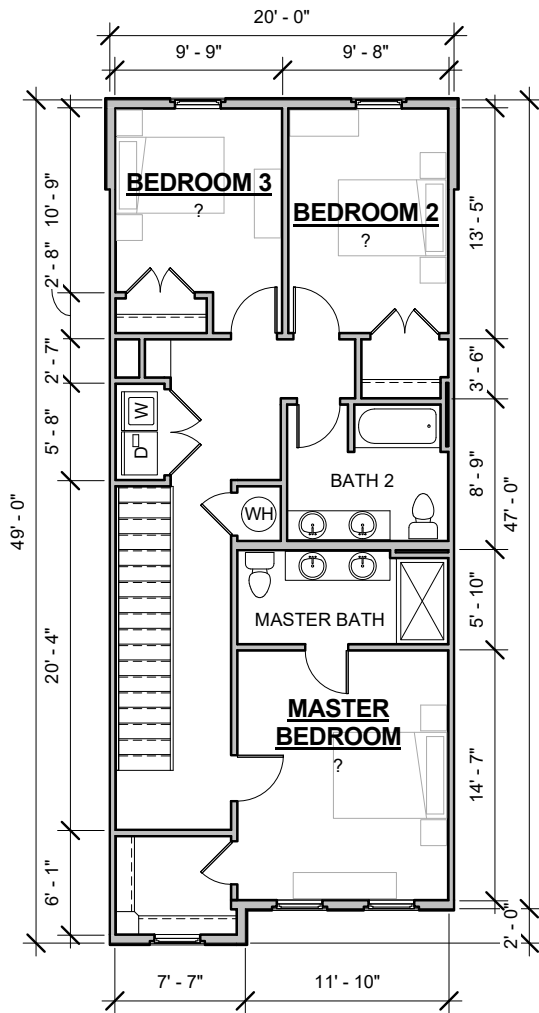


① UNIT A - FIRST FLOOR PLAN

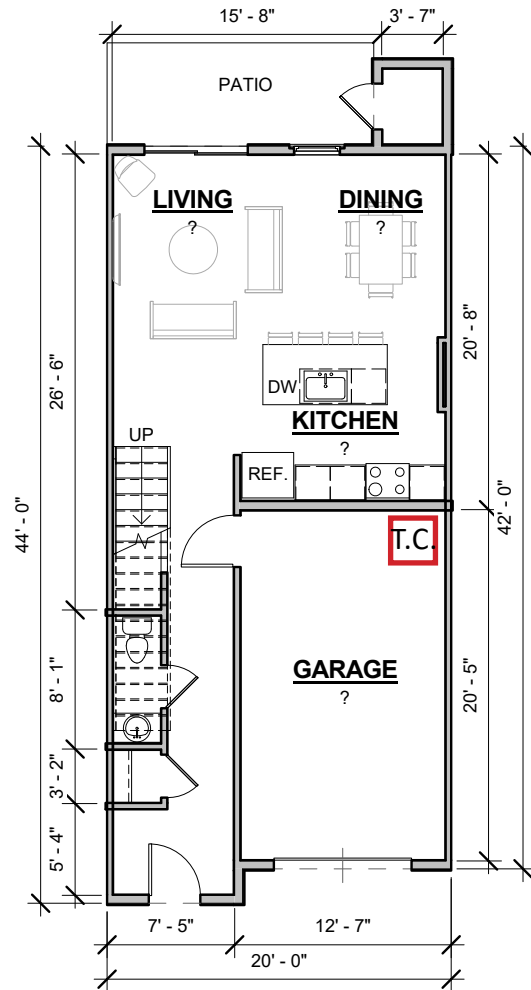


\*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.





② UNIT B - SECOND FLOOR PLAN

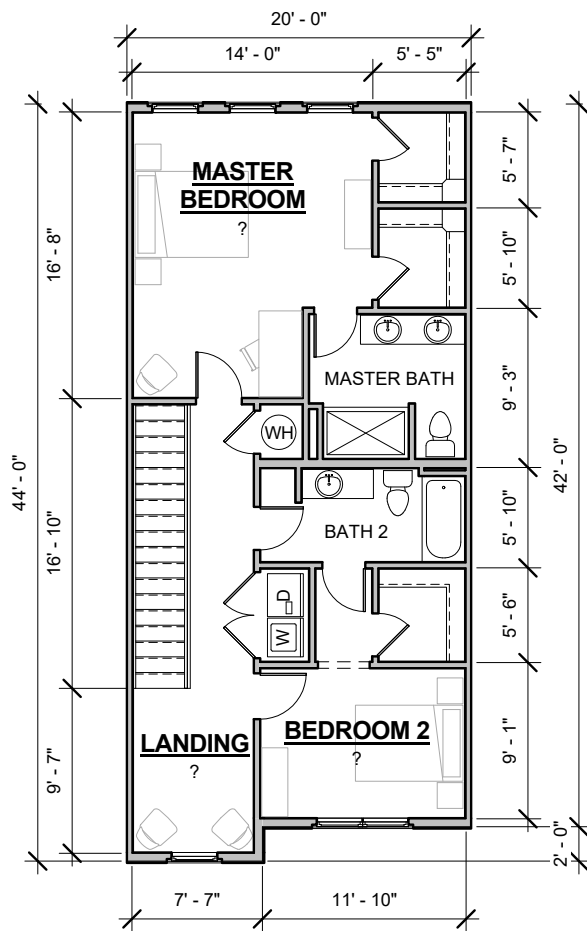


① UNIT B - FIRST FLOOR PLAN

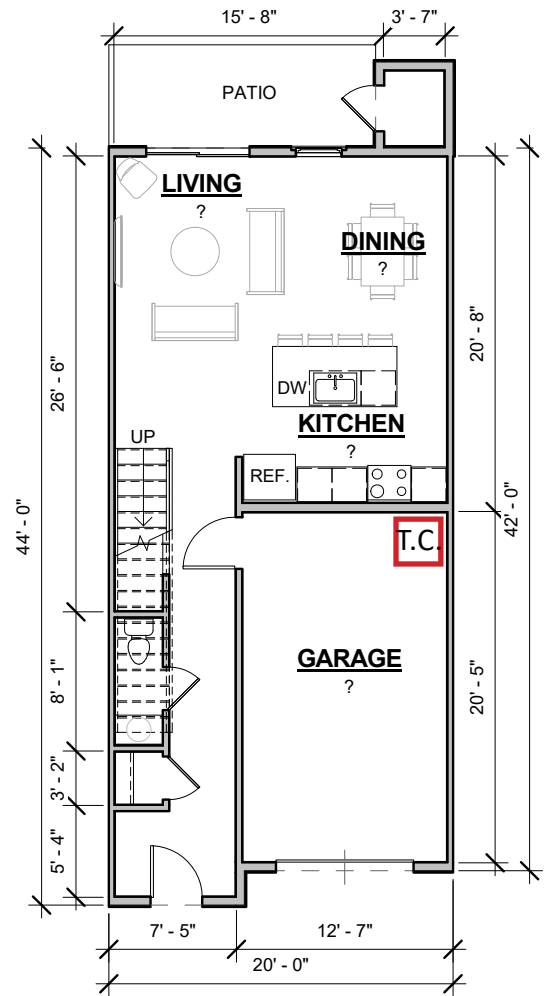


\*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.





② UNIT C - SECOND FLOOR PLAN

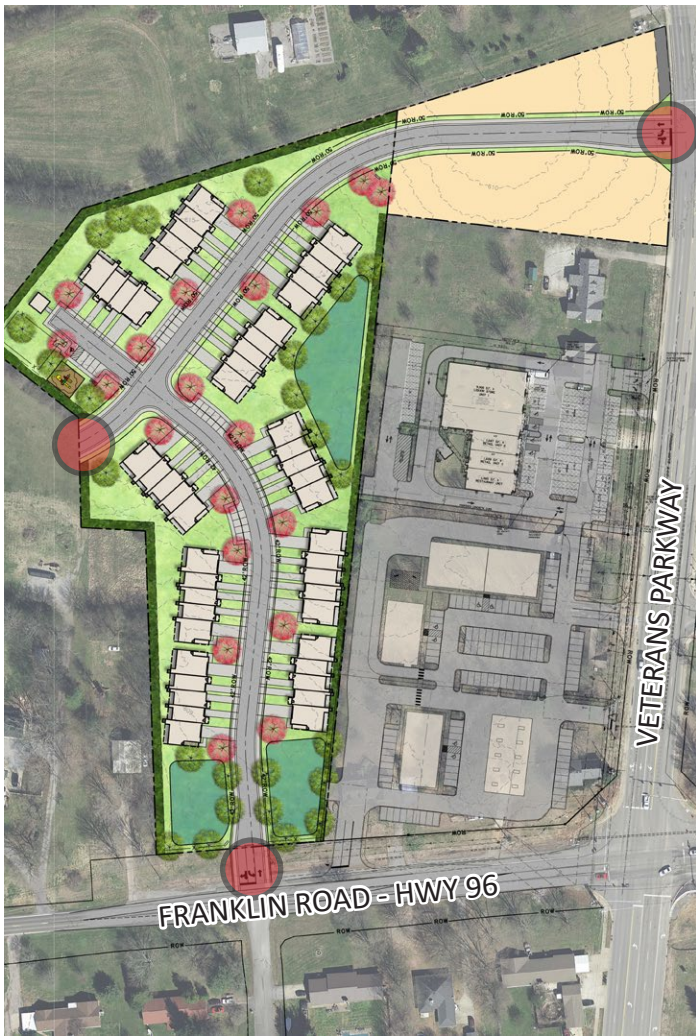



① UNIT C - FIRST FLOOR PLAN



\*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.





 Points of Ingress/Egress



Example of Residential Entrance Sign

Pursuant to the City of Murfreesboro's Major Thoroughfare Plan (MTP), Highway 96 is currently a 2-lane roadway and is slated to be improved to a 5-lane roadway. Veterans Parkway and Franklin Road - Hwy 96 are the major thoroughfares where the majority of vehicular trips generated by this development will impact. Veterans Parkway is currently built as a 5-lane roadway with a dedicated turn lane median with sidewalks along both sides of the road.

As stated previously, the primary means of ingress/egress from this site will be onto Veterans Parkway and Highway 96. The entrance onto Veterans Parkway will align with the signalized intersection that leads to the Kroger grocery store property. The connection to Highway 96 will align with the current intersection with Hickory Hills Drive. These entrances are proposed to incorporate three travel lanes for proper circulation into and out of the development. There will be a dedicated left and right out of the neighborhood, as well as single lane for traffic entering the development. A stub has been provided to the west of the property for connection to future development. The illustration on the left shows all proposed points of ingress/egress.

The public street within the development connecting to Veterans Parkway will be a community collector city street with a typical 50-foot R.O.W. cross-section, and the public street connecting to HWY 96 will be a local city street with a typical 42-foot R.O.W. cross-section. The private street will be a 38-foot section with 5-foot sidewalks along both sides of the road. All streets will be built in accordance with the Murfreesboro Street Standards.



Example of 42' R.O.W.





LOCATION MAP - AMENITIES

Not To Scale

- |                          |                  |              |
|--------------------------|------------------|--------------|
| A Pavilion               | C Open Play Lawn | E Playground |
| B Centralized Mail Kiosk | D Dog Park       |              |

The development will be dedicating over 3.5 acres (over 50% of the site) to open space. The open space areas will be comprised of usable open space, and detention areas. Usable open space areas around the development will offer such amenities as; a pavilion, a centralized mail kiosk, open play lawns, and a dog park. Sidewalks will line both sides of all streets to provide pedestrian circulation through the neighborhood. Each amenity will be constructed and operational before 50% of the homes are sold and built. The mail kiosk will be operational prior to the first build. The Highway 96 entrance areas will incorporate masonry signage and will be anchored with landscaping and 3-rail fencing.



Example of Pavilion



Example of Centralized Mail Kiosk

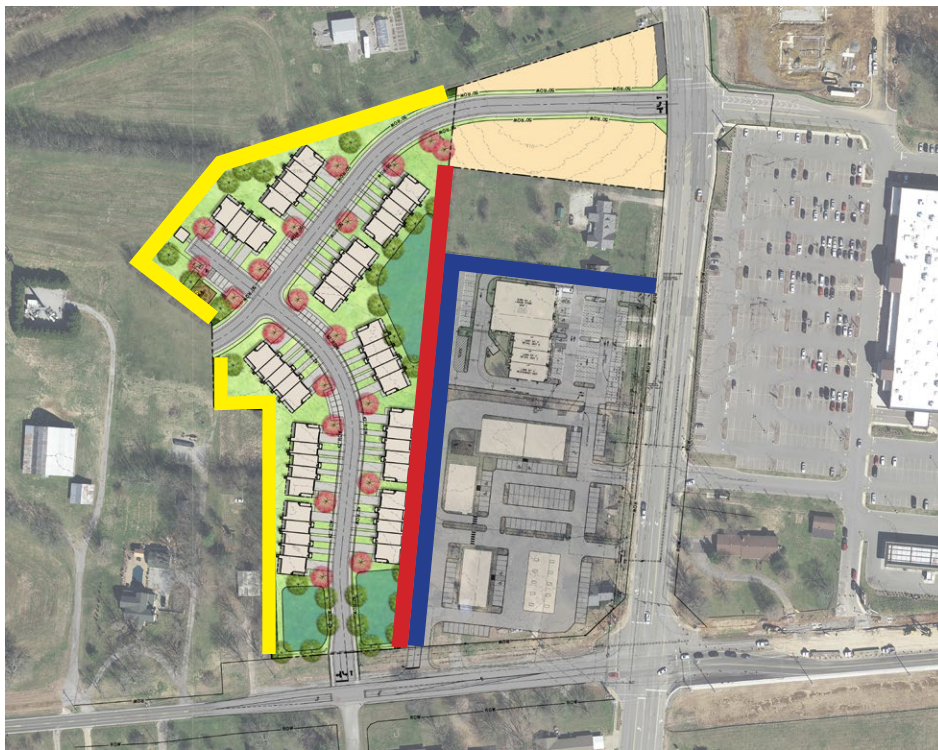





Example of Open Play Lawn



Example of Dog Park





-  12' Wide Type 'C' Landscape Buffer
-  10' Wide Type 'A' Landscape Buffer
-  Neighboring Properties Type 'C' Buffers (Per Previously Approved Site Plans)



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 TREES AND 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.

#### **Overall Landscaping Characteristics:**

- All above ground utilities and mechanical equipment screened with landscaping and/or fencing.
- A minimum 10-feet of landscape area between parking and all property lines.
- Parking shall be screened from public rights-of-way by use of landscaping and/or berming.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.

#### **Residential Landscaping Characteristics:**

- The north and west perimeter of the property will have a 12-foot wide Type 'C' Landscape Buffer. The eastern perimeter of the property adjacent to existing commercial properties will have a 10-foot wide Type 'A' Landscape Buffer. All buffers proposed shall satisfy the requirements of the Murfreesboro Zoning Ordinance.
- Each townhome will have foundation landscaping along all front elevations and all side elevations which are adjacent to a public R.O.W. or private drive.



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

**Response:** An exhibits provided on pages 4-9 provide all materials listed in this requirement.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, 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:** An exhibits provided on pages 4-9 provide all materials listed in this requirement.

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

**Response:** An exhibits provided on pages 4-9 provide all materials listed in this requirement.

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:** Pages 12-13 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:** Pages 12-13 lists standards and exhibits showing the concept plan which shows each of these items.

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

*FOR RESIDENTIAL LAND USE ONLY	
TOTAL SITE AREA	309,750 s.f.
TOTAL MAXIMUM FLOOR AREA	73,886 s.f.
TOTAL LOT AREA	309,750 s.f.
TOTAL BUILDING COVERAGE	50,421s.f.
TOTAL DRIVE/ PARKING AREA	62,017 s.f.
TOTAL RIGHT-OF-WAY	56,642 s.f.
TOTAL LIVABLE SPACE	247,733 s.f.
TOTAL OPEN SPACE	163,348 s.f.
FLOOR AREA RATIO (F.A.R.)	0.24
LIVABILITY SPACE RATIO (L.S.R.)	0.64
OPEN SPACE RATIO (O.S.R.)	0.84

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 in Rutherford County. The surrounding area has a mixture of residential, commercial, and agricultural 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.

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

**Response:** This requirement has been addressed on Pages 13 and 23.

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

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

SETBACKS	RSA-2	PRD	DIFFERENCE
Front Setback to House	35.0'	35.0'	0.0'
Side Setback	5.0'	10.0'	+5.0'
Rear Setback	20.0'	10.0'	-10.0'
Minimum Lot Size	2,000 s.f.	N/A	N/A
Minimum Lot Width	75'	N/A	N/A

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 portions of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0255H 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 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 Harney Home, LLC contact info for both is provided on cover.

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

**Response:** Page 14-19 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:** Examples of entrance signage are located on Page 20 and a description is on Pages 13 and 21.



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 1, 2021**

## **MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Jami Averwater  
Warren Russell  
Chase Salas  
Shawn Wright

## **STAFF PRESENT**

Greg McKnight, Planning Director  
Matthew Blomeley, Assistant Planning Director  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Joel Aguilera, Planner  
Katie Noel, Project Engineer  
Carolyn Jaco, Recording Assistant  
Roman Hankins, Assistant City Attorney  
Sam Huddleston, Dev't Services Executive Dir.

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

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

### **2. Determination of a quorum**

Chair Jones determined that a quorum was present.

### **3. Approve minutes of the August 4, 2021 Planning Commission meeting.**

Mr. Warren Russell moved to approve the Minutes of the August 4, 2021 meeting; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

Aye: Kathy Jones  
Ken Halliburton  
Jami Averwater  
Warren Russell  
Chase Salas  
Shawn Wright

Nay: None.



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 1, 2021**

## **4. Public Hearings and Recommendations to City Council:**

**Annexation petition and plan of services [2021-504] for approximately 9.1 acres located along Franklin Road and Veterans Parkway, Wright Family Real Estate Partnership applicant.** Mr. Shawn Wright announced that he nor his family have any association with this application.

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

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

There being no further discussion, Mr. Shawn Wright moved to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

**Zoning application [2021-416] for approximately 9.1 acres located along Franklin Road and Veterans Parkway to be zoned CH and PRD (The Villas at Veterans PRD) simultaneous with annexation, Harney Homes, LLC applicant.** Ms. Marina Rush

presented the Staff Comments regarding this item, a copy of which is maintained in the



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 1, 2021

permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer), Mr. Justin Harney (applicant), and Mr. John Harney (applicant) were in attendance to represent the application. Mr. Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones  
Ken Halliburton  
Jami Averwater  
Warren Russell  
Chase Salas  
Shawn Wright

Nay: None.

**Zoning application [2021-417] to amend the PRD zoning (Shelton Square PRD) on approximately 242 acres located along Blackman Road, Shelton Square, LLC applicant.** Vice-Chairman Ken Halliburton announced he would be abstaining from all discussion and vote on this zoning application

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



**ORDINANCE 21-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 zone approximately 9.1 acres located along Franklin Road and Veterans Parkway as Highway Commercial (CH) District and Planned Residential Development (PRD) District (The Villas at Veterans PRD), simultaneous with annexation; Harney Homes, LLC, applicant(s) [2021-416].

**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 zone the territory indicated on the attached map.

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

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

Passed:

1<sup>st</sup> reading

2<sup>nd</sup> reading

Shane McFarland, Mayor

ATTEST:

Jennifer Brown  
City Recorder

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

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Adam F. Tucker  
City Attorney

SEAL

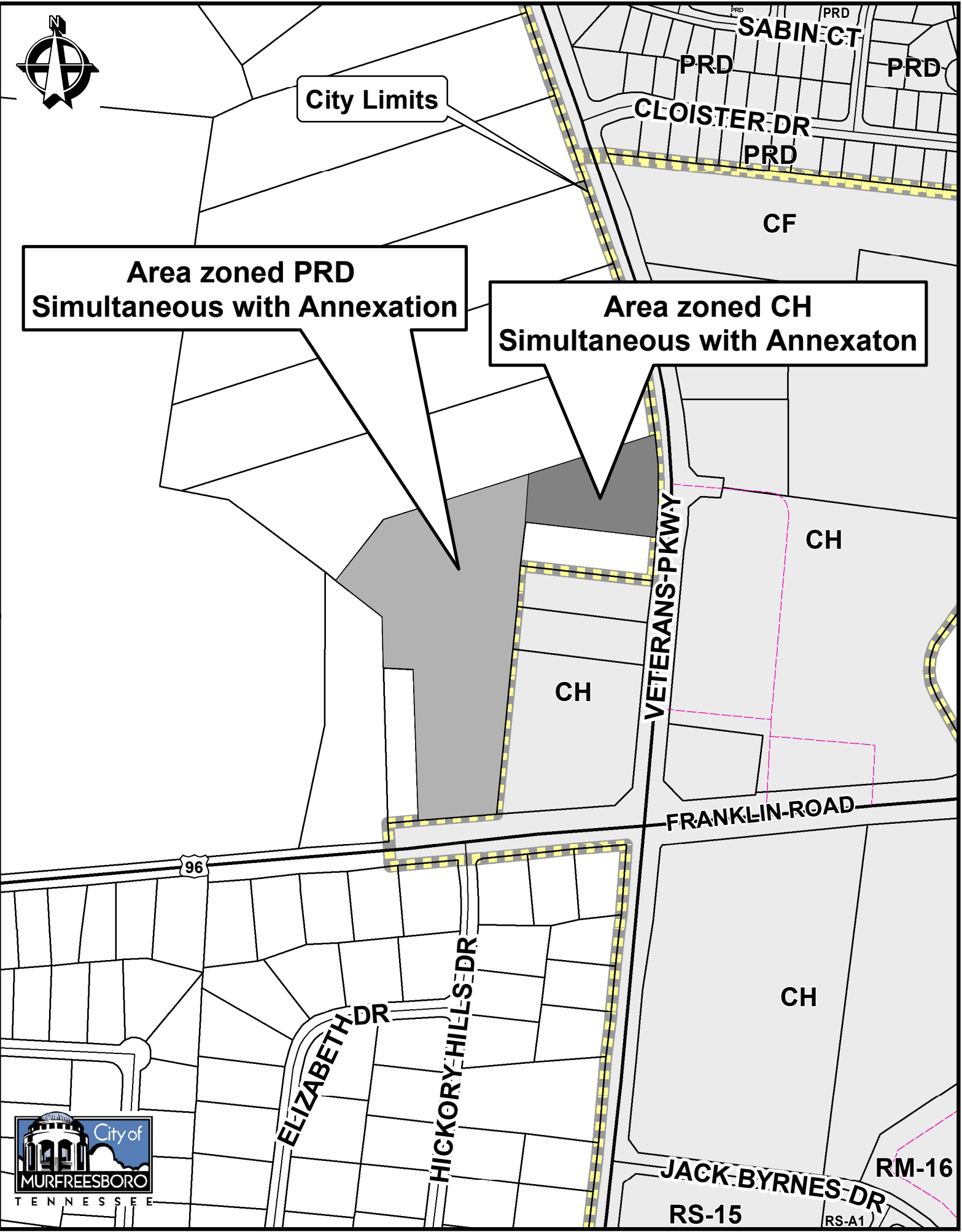




City Limits

Area zoned PRD  
Simultaneous with Annexation

Area zoned CH  
Simultaneous with Annexation





# COUNCIL COMMUNICATION

**Meeting Date: 11/18/2021**

---

**Item Title:** Amending the Shelton Square PRD zoning along Blackman Road  
[Public Hearing Required]

**Department:** Planning

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

**Requested Council Action:**

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

---

**Summary**

Amend the Shelton Square PRD zoning on approximately 242 acres located along Blackman Road.

**Staff Recommendation**

Conduct a public hearing and enact the ordinance amending the zoning, as requested. The Planning Commission recommended approval of the zoning amendment.

**Background Information**

Shelton Square, LLC presented a zoning application [2021-417] to amend the Shelton Square PRD (Planned Residential District) zoning on approximately 242 acres located along Blackman Road and Florence Road. During its regular meeting on September 1, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

**Council Priorities Served**

*Improve Economic Development*

This zoning amendment will enable the developers of Shelton Square, one of the most successful active subdivisions in the City, to adapt to market conditions by expanding its variety of housing types, so that the development can continue to flourish.

**Attachments:**

1. Ordinance 21-OZ-32
2. Maps of the area
3. Planning Commission staff comments from 09/01/2021 meeting
4. Planning Commission minutes from 09/01/2021 meeting
5. Shelton Square PRD pattern book
6. Other miscellaneous exhibits



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 1, 2021  
PROJECT PLANNER: MARINA RUSH**

**4.c. Zoning application [2021-417] to amend the PRD zoning (Shelton Square PRD) on approximately 242 acres located along Blackman Road, Shelton Square, LLC applicant.**

The subject property is located along the east side of Blackman Road, to the south of the Heatherwood Subdivision, west of Florence Road and north of I-840. The development and PRD zoning are approximately 242 acres.

The applicant, Shelton Square, LLC is requesting to amend the Shelton Square PRD to modify the type of lot sizes for sale on the remaining balance; the overall number of lots will remain as originally approved at 771 buildable lots. The following table provides the comparison of the prior approved lots and proposed amendment:

Lot Size	Previously Approved PRD	Amended PRD	Difference
3,500 S.F. LOTS - Cottages	36	105	+69
6,000 S.F. LOTS - Villages	237	232	-4
6,000 S.F. LOTS - Sanctuary	106	102	-4
8,000 S.F. LOTS - Retreat	277	189	-88
10,000 S.F. LOTS - Estates	115	143	+28
Total	771	771	0
Reserved Open Space	10% 24.15 acres	16% 38.65 acres	+ 6% 14.5 additional acres

The proposed amendment also will update the program book to reflect the current open space plan including the additional amenities and features that have been added to the development during construction. The changes include additional open space, which increased from 10% or 24.15 acres to be revised to 16% or 38.65 acres, a net increase of 6% from the approved plan. In addition, changes made included revisions to the entrance features to include new architectural elements, and new amenities include playground, dog-park, half soccer field, and a pocket park with a bocce ball court. Please refer to pages 3 and 18 of the program book for the revised table of open space and new list of amenities.

All other elements regarding development and standards from the approved program book remain the same with no changes requested.



## **Adjacent Land Use and Zoning**

On the north and west are single family homes in the County, and to the east is vacant land, all zoned RM (residential medium density). Also, to the east along the west side of Florence Road is the Shelton Crossing PRD, which is a developing townhome community located within the City limits. To the south is I-840.

## **Future Land Use Map:**

The Future Land Use Map (FLUM) of the *Murfreesboro 2035 Comprehensive Plan* indicates that “Auto-Urban/General Residential” is the most appropriate land use character for the project area, as shown on the map below. The general characteristics of the General/Auto Urban Residential land use designation are single family residences on smaller lot sizes, townhomes, duplexes, triplexes, planned developments with mix of housing types, landscape enhancements. The Shelton Square PRD is consistent with the FLUM designation of General Residential.





**Recommendation:**

Staff supports the rezoning request to amend the Shelton Square PRD program book for the following reasons:

- 1) The zoning amendment does not increase the total number of lots in the subdivision. The Shelton Square PRD subdivision was approved for 771 lots and if amended will remain at 771 lots.
- 2) The zoning amendment will increase the amount of open space by 6% to 16%.
- 3) The zoning amendment will document amenities that have been constructed, but were not in the program book, including playground, dog park, half soccer field, and pocket park with bocce ball court.
- 4) The zoning amendment is consistent with the FLUM “Auto-Urban/General Residential” recommendation.

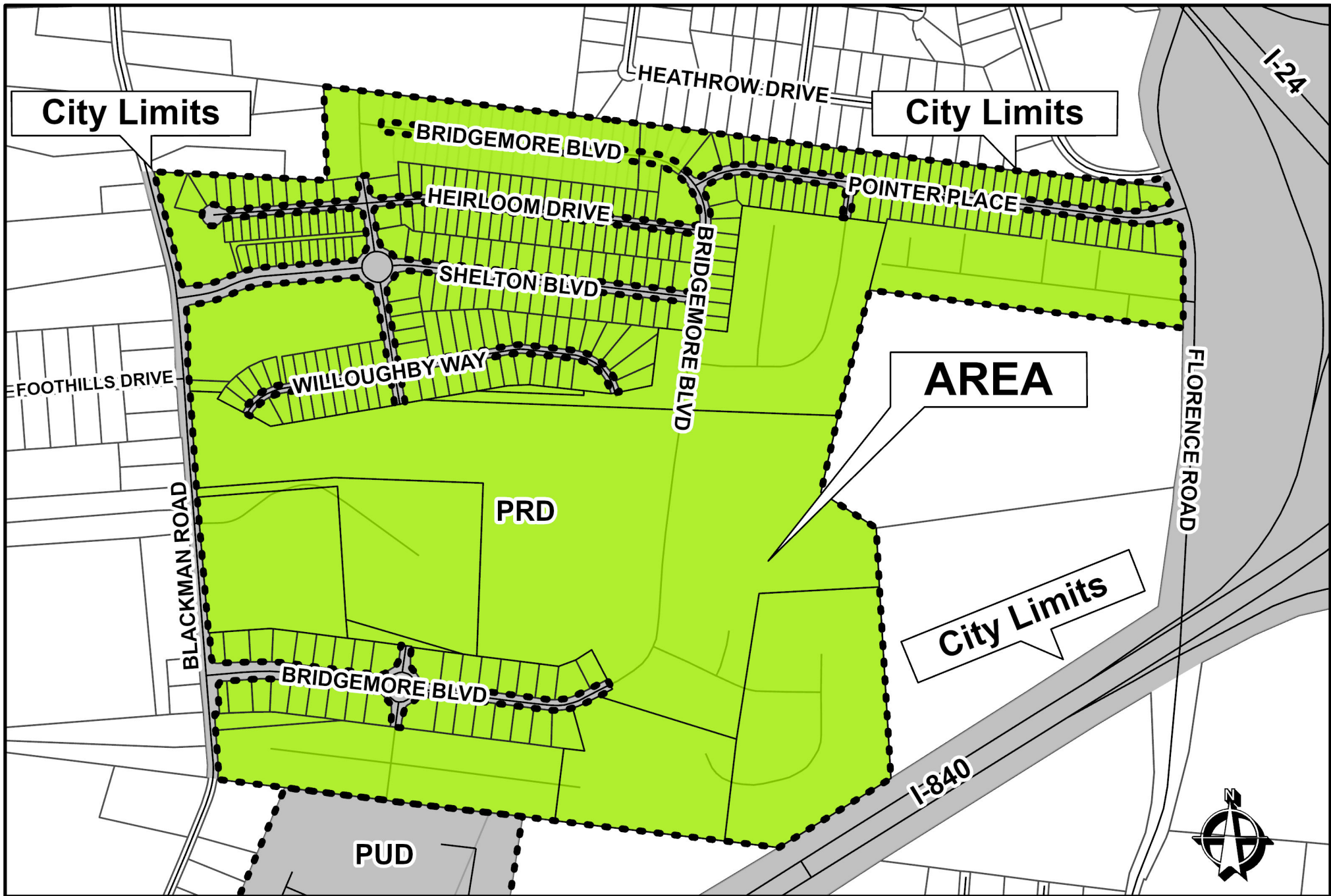
**Action needed**

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

**Attachments**

1. Zoning request maps
2. Shelton Square program book



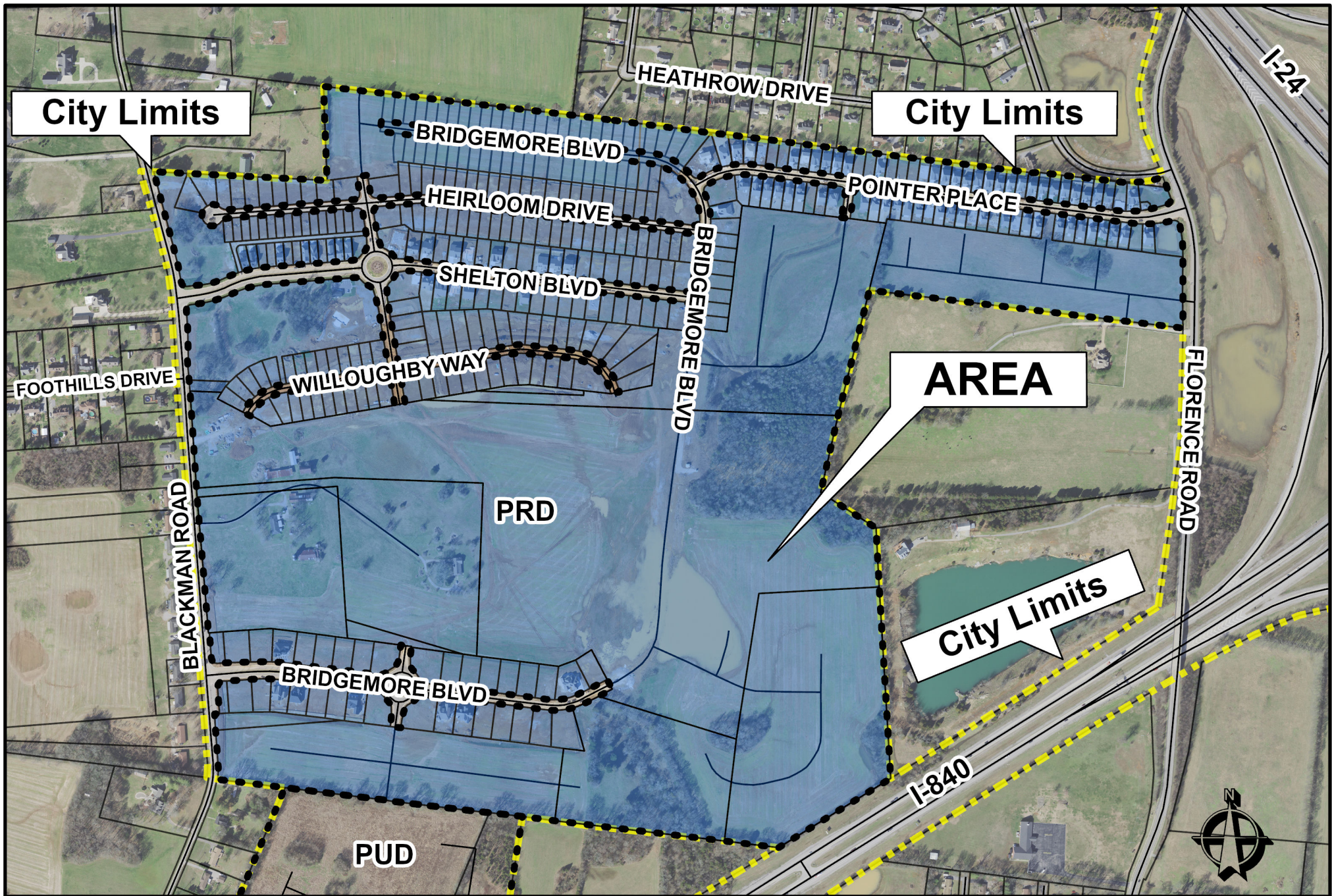


## PRD Amendment for Property along Blackman Road (Shelton Square PRD)

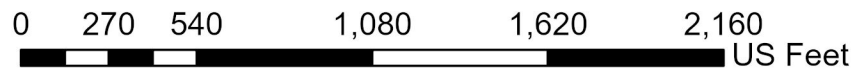
0 270 540 1,080 1,620 2,160  
US Feet

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





# PRD Amendment for Property along Blackman Road (Shelton Square PRD)



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





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

*Creating a better quality of life*

<b>Zoning &amp; Rezoning Applications – other than rezoning to planned unit development</b>	<b>\$700.00</b>
<b>Zoning &amp; Rezoning Applications – Planned Unit Development, initial or amended</b>	<b>\$950.00</b>

**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:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_

**PROPERTY OWNER:** \_\_\_\_\_

Street Address or  
property description: \_\_\_\_\_

and/or Tax map #: \_\_\_\_\_ Group: \_\_\_\_\_ Parcel (s): \_\_\_\_\_

Existing zoning classification: \_\_\_\_\_

Proposed zoning classification: \_\_\_\_\_ Acreage: \_\_\_\_\_

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

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

APPLICANT'S SIGNATURE (required): \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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



# SHELTON SQUARE

## A REQUEST FOR AN AMENDMENT TO AN EXISTING PRD

*SUBMITTED JULY 15, 2021*

*RESUBMITTED AUGUST 26, 2021 FOR THE SEPTEMBER 1ST, 2021 PLANNING COMMISSION PUBLIC HEARING*

*RESUBMITTED NOVEMBER 5TH, 2021 FOR THE NOVEMBER 18TH CITY COUNCIL PUBLIC HEARING*



### **DEVELOPER** **PARKS DEVELOPMENT**

**ATTN: BOB PARKS**  
**1535 W NORTHFIELD DRIVE,**  
**MURFREESBORO, TN 37129**  
**615-896-4045**

## **SEC, Inc.**

**ENGINEERING . SURVEYING . LAND PLANNING**  
**LANDSCAPE ARCHITECTURE**  
**SEC, INC.**

**ATTN: MATT TAYLOR, P.E.**  
**850 MIDDLE TENNESSEE BLVD.**  
**MURFREESBORO, TN. 37129**  
**615-890-7901**  
**MTAYLOR@SEC-CIVIL.COM**

**SEC PROJECT # 15302**



**INTRODUCTION**

SYNOPSIS.....3  
PREVIOUSLY APPROVED PRD.....4  
PROPOSED AMENDED PRD.....5  
COMPARISON OF LOT TYPES PER PLAN.....6  
UTILITIES, TOPOGRAPHY, AND RIGHT-OF-WAY.....7

**EXISTING CONDITIONS**

ON-SITE PHOTOS .....8  
SURROUNDING OFF-SITE PHOTOS.....9  
CURRENT SITE PHOTOS.....10  
PROPOSED AMENDED PRD.....11

**PROPOSED P.R.D.**

PHASING PLAN.....12  
PROPOSED HOMES STANDARDS (35 FOOT LOTS) .....13  
PROPOSED HOMES STANDARDS(51 FOOT LOTS) .....14  
PROPOSED HOMES STANDARDS (52 FOOT LOTS) .....15  
PROPOSED HOMES STANDARDS (65 FOOT LOTS) .....16  
PROPOSED HOMES STANDARDS (85 FOOT LOTS) .....17  
AMENITIES (GENERAL) .....18  
INGRESS/EGRESS .....19  
ROADWAY CROSS-SECTIONS .....20

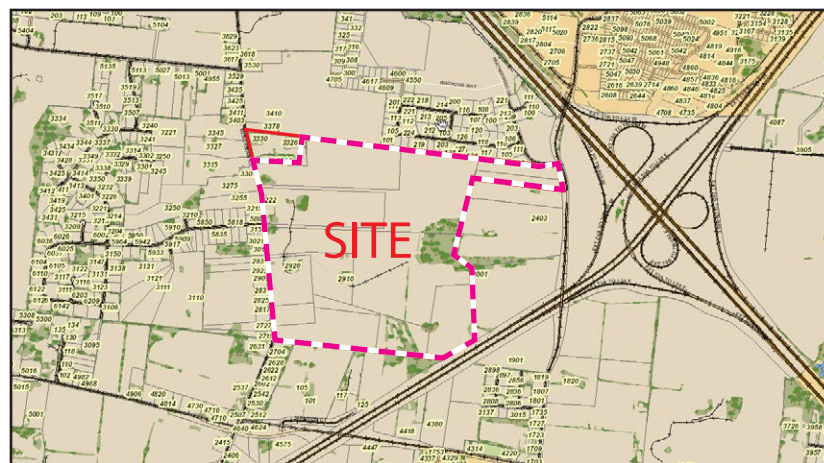
**ZONING CHAPTER 13**

SUBSECTION D ITEM 2A: 1 - 6.....21  
SUBSECTION D ITEM 2A: 7 - 15 .....22





NOT TO SCALE ORIGINAL AERIAL OF THE SITE



NOT TO SCALE CURRENT GIS OF THE SITE AND SURROUNDING PROPERTY LINES

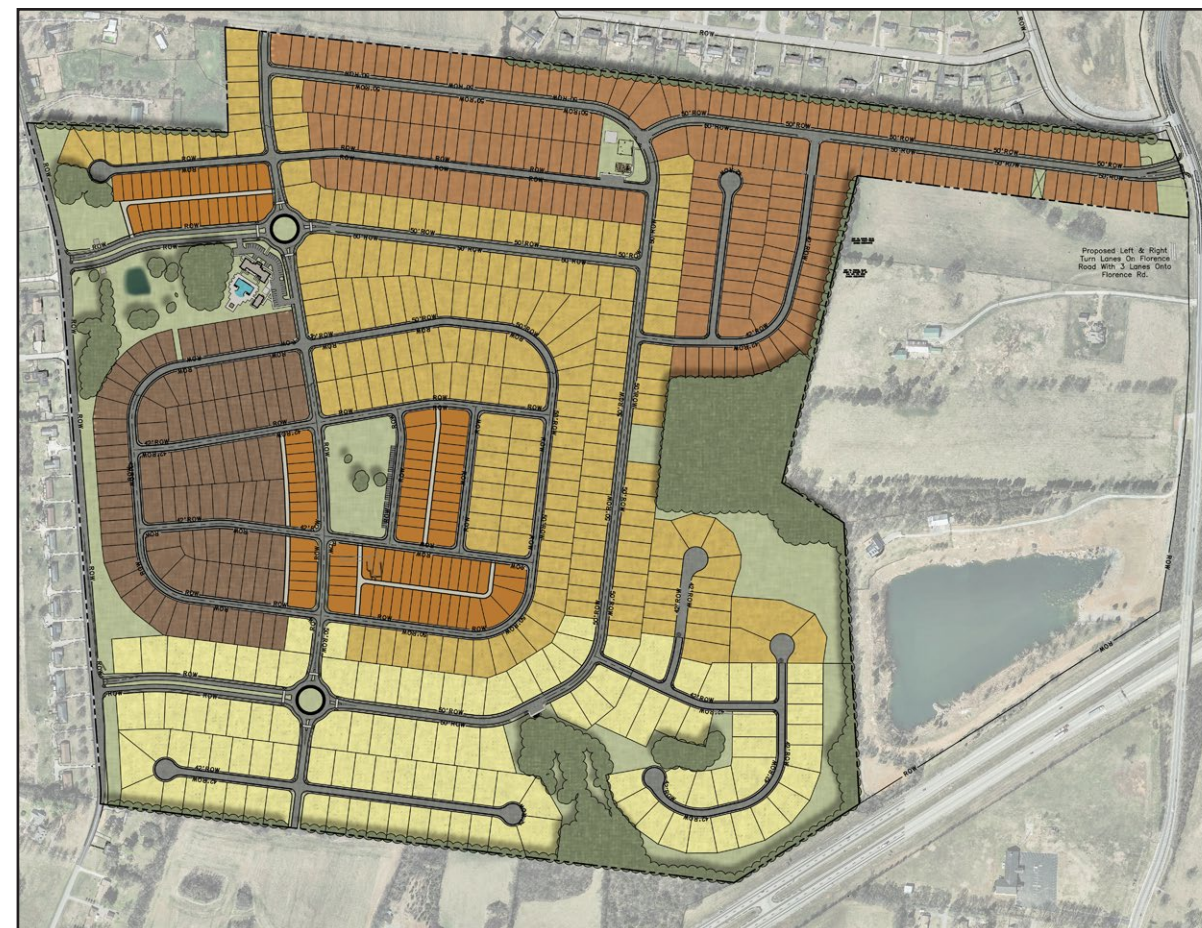
Lot Size	Previously Approved PRD	Amended PRD	Difference
3,500 S.F. LOTS - Cottages	36	105	+69
6,000 S.F. LOTS - Villages	237	236	-1
6,000 S.F. LOTS - Sanctuary	106	103	-3
8,000 S.F. LOTS - Retreat	277	217	-60
10,000 S.F. LOTS - Estates	115	110	-5
Total	771	771	0
Reserved Open Space	10% (24.15 AC)	16% (38.65 AC)	6% (14.5 AC)

PARKS DEVELOPMENT RESPECTIVELY REQUESTS AN AMENDMENT TO THE EXISTING SHELTON SQUARE PRD. THE AMENDMENT REQUESTS THE LAYOUT BE REVISED TO BALANCE THE PROPOSED LOT SIZE QUANTITIES TO CURRENTLY PROJECTED MARKET DEMANDS. OVERALL THE LOT COUNT SHALL REMAIN AT 771 BUILDABLE LOTS ON 241.90 ACRES. THE AMENDMENT ALSO WISHES TO PROVIDE AN UPDATED OPEN SPACE MASTER PLAN TO DEMONSTRATE THE ADDITIONAL AMENITIES AND FEATURES THAT HAVE BEEN ADDED TO THE DEVELOPMENT. THE PROPERTY IS LOCATED ALONG THE EAST SIDE OF BLACKMAN ROAD, WEST SIDE OF FLORENCE ROAD, TO THE SOUTH OF HEATHERWOOD SUBDIVISION, WEST OF FLORENCE ROAD, NORTH OF 840.

THE TYPES OF LOTS AND TOTAL NUMBER PROVIDED HAVE REMAINED THE SAME FOR THE AMENDED LAYOUT. THE TOTAL NUMBER OF EACH LOT TYPE HAS BE REVISED.

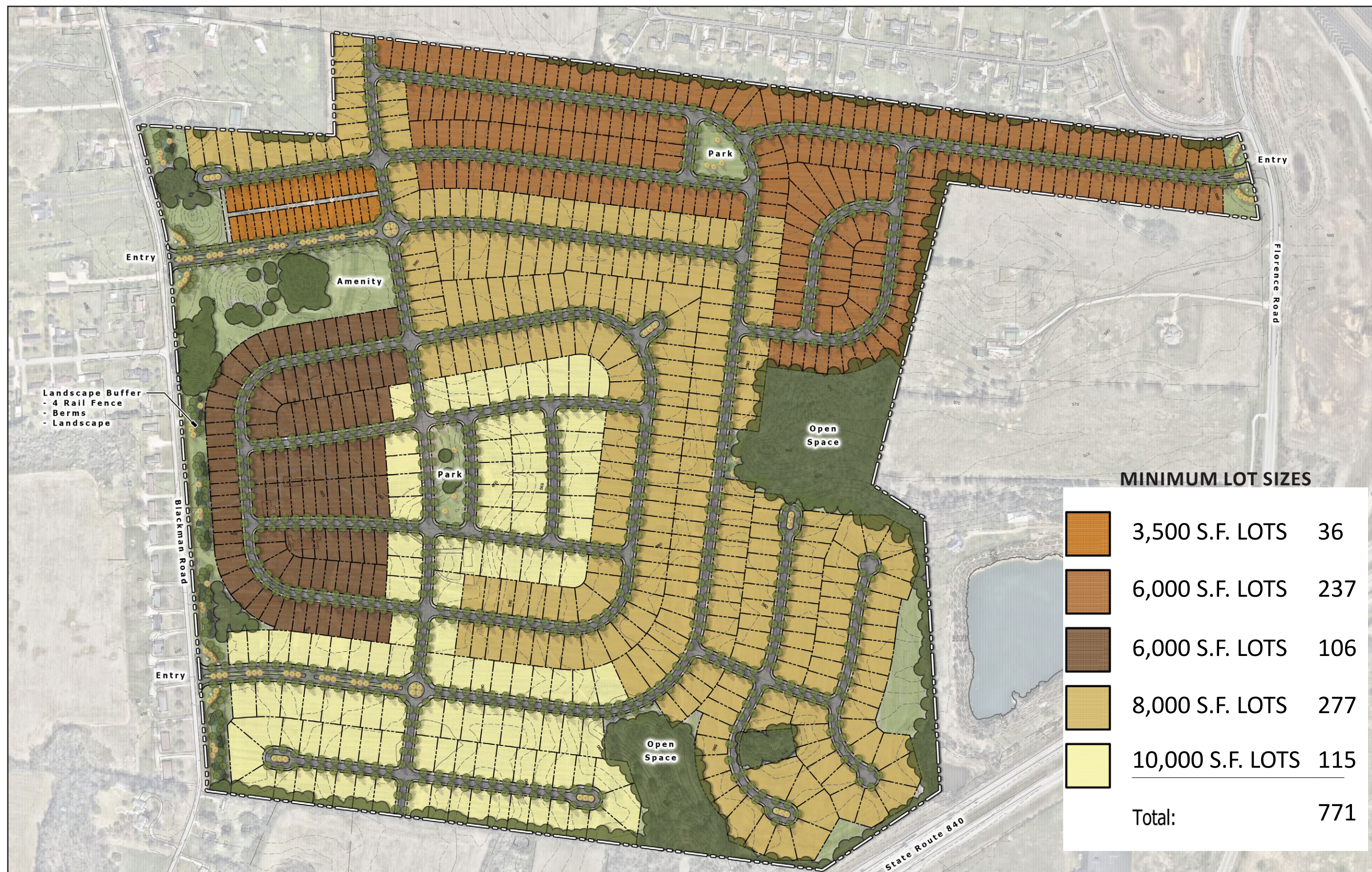
SHELTON SQUARE NOW PROPOSES MORE OPEN SPACE THAN THE CURRENTLY APPROVED. ALONG WITH ENHANCED ENTRY FEATURES AND AMENITIES, THE TOTAL PERCENTAGE OF OPEN SPACE NOW EXCEEDS 20%, TWICE THAT OF THE ORIGINAL PLAN. THE AMENITY CENTER LOCATED ALONG THE NORTHERN ENTRANCE OFF BLACKMAN ROAD FEATURES A SWIMMING POOL, BATH HOUSE, AND CLUBHOUSE. THERE ARE ALSO TWO PARKS THAT FEATURE VARIOUS ACTIVE AND PASSIVE RECREATIONAL ELEMENTS FOR THE COMMUNITY. ALONG BLACKMAN ROAD FEATURES A WOODEN FENCE, BERMS AND LANDSCAPING, TO ENHANCE THE EDGE OF THE COMMUNITY. SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES OF THE PROPOSED STREETS TO CREATE A PEDESTRIAN FRIENDLY NEIGHBORHOOD. ENTRY SIGNAGE WILL BE LOCATED AT ALL THREE ENTRANCES AND ANCHORED WITH LANDSCAPING. THE ENTRANCES ALONG BLACKMAN ROAD HAVE BEEN ENHANCED TO INCLUDE ARCHITECTURAL ELEMENTS TO COMPLEMENT THE OVERALL CHARACTER OF THE DEVELOPMENT.

THE AMENITY PACKAGES HAVE BEEN REVISED THROUGH A SERIES OF APPROVED MINOR DEVIATIONS. THIS INCLUDES A HALF-BASKETBALL COURT, PLAYGROUND, AND DOG-PARK ON AMENITY LOT 284, AS WELL AS THE DEDICATION OF A BOCCIE BALL COURT ON THE CENTRALIZED POCKET PARK.








NOT TO SCALE





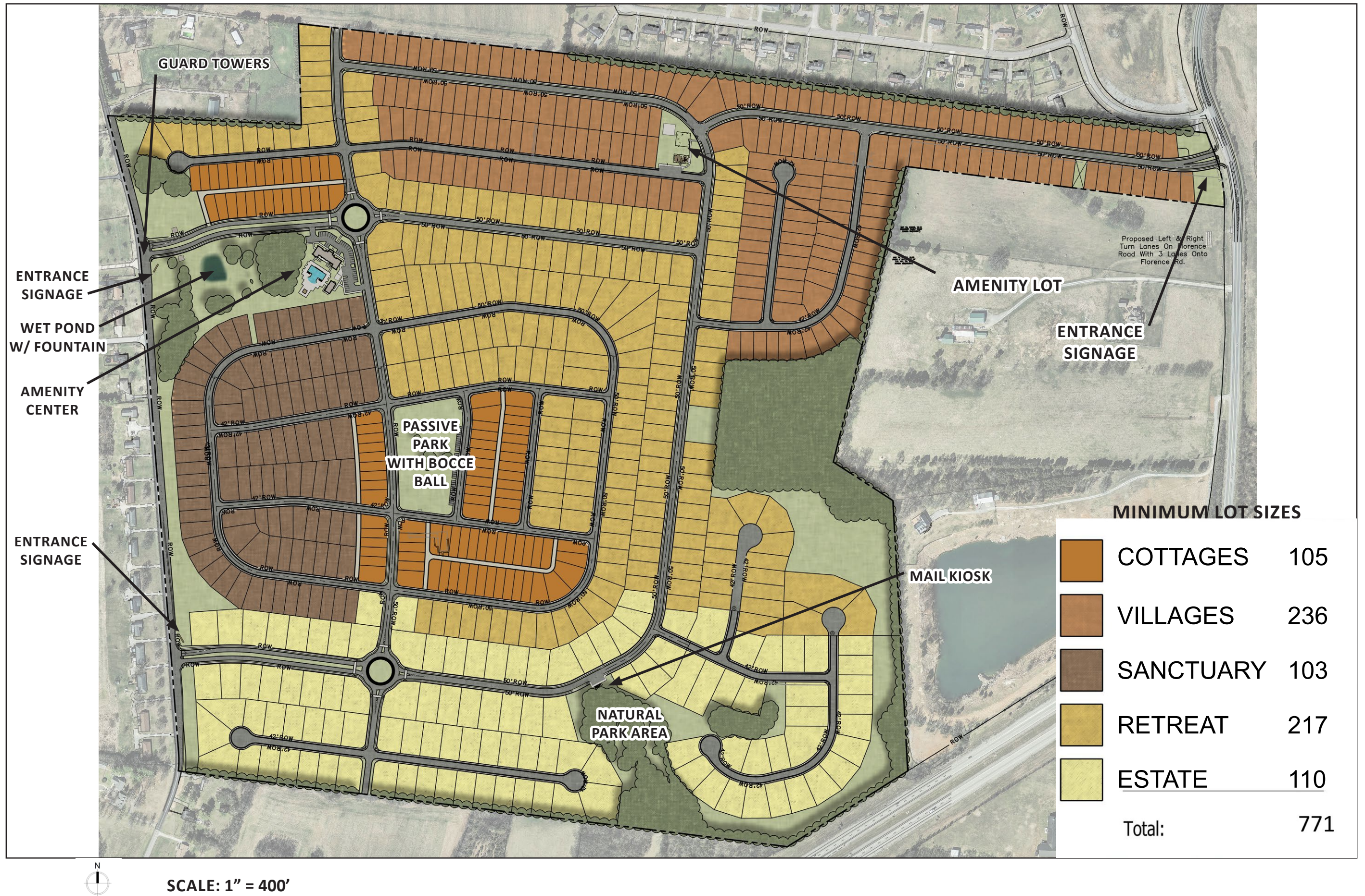
MINIMUM LOT SIZES

	3,500 S.F. LOTS	36
	6,000 S.F. LOTS	237
	6,000 S.F. LOTS	106
	8,000 S.F. LOTS	277
	10,000 S.F. LOTS	115
Total:		771

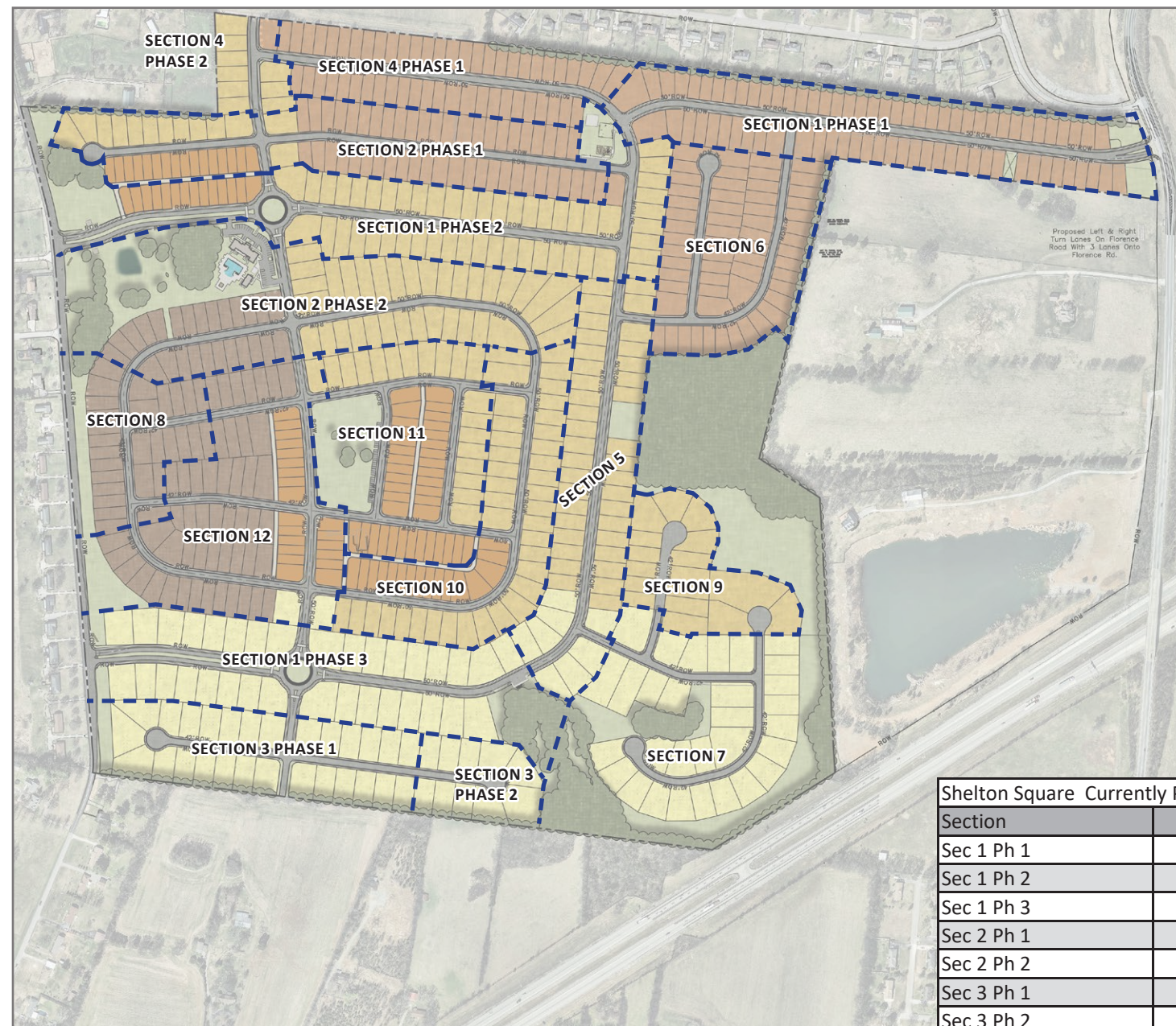


SCALE: 1" = 400'









A BREAKDOWN OF PROPOSED LOT TYPES IS PROVIDED BELOW ALONG WITH A COMPARISON FROM THE PREVIOUSLY APPROVED PLAN. SECTIONS 1-4 HAVE APPROVED CONSTRUCTION PLANS. SECTIONS 5-7 HAVE BEEN APPROVED THROUGH THE PLANNING COMMISSION WITH SECTION 8 CURRENTLY BEING REVIEWED BY STAFF FOR PLANNING COMMISSION CONSIDERATION. THE FUTURE SECTIONS 9-12 HAVE NOT BEEN SUBMITTED TO PLANNING COMMISSION AT THIS TIME. SECTIONS 9-12 SECTION/PHASE BOUNDARIES ARE CONSIDERED CONCEPTUAL. THEY MAY BE REVISED IN PROPOSED ORDER AND/OR TOTAL NUMBER OF LOTS INCLUDED IN EACH SECTION. THE PROPOSED AMENDED AMOUNT OF OVERALL LOTS PER LOT TYPE SHALL REMAIN THE SAME, REGARDLESS OF REVISIONS TO FUTURE SECTION BOUNDARIES.

Shelton Square Currently Proposed Lot Exhibit						
Section	COTTAGES	VILLAGES	SANCTUARY	RETREAT	ESTATE	Totals
Sec 1 Ph 1		75				75
Sec 1 Ph 2	14	1		50		65
Sec 1 Ph 3					33	33
Sec 2 Ph 1	16	48		13		77
Sec 2 Ph 2			25	33		58
Sec 3 Ph 1					27	27
Sec 3 Ph 2					10	10
Sec 4 Ph 1		52				52
Sec 4 Ph 2		1		9		10
Sec 5				38	8	46
Sec 6		59				59
Sec 7					30	30
Sec 8			28			28
Sec 9				17		17
Sec 10	16			38		54
Sec 11	38			18		56
Sec 12	21		50	1	2	74
Lot Type Totals	105	236	103	217	110	771
Previously Approved Unit Types	36	237	106	277	115	771
Difference	+69	-1	-3	-60	-5	0
Total Buildable Lots						771

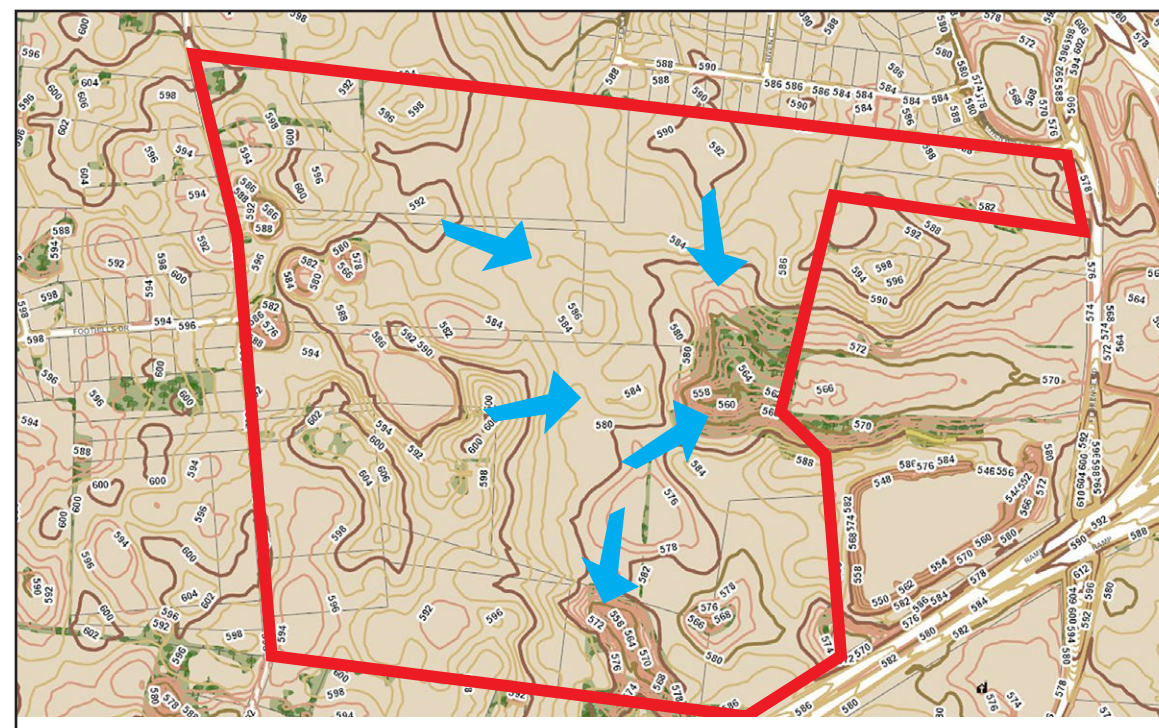




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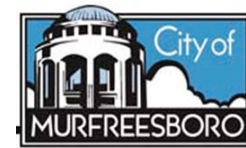
SEWER LINE  
WATER LINE

NOT TO SCALE



NOT TO SCALE

TOPOGRAPHY & HYDROLOGY MAP



## CITY OF MURFREESBORO

THE PROPERTY HAS/WILL HAVE ACCESS TO PUBLIC RIGHTS-OF-WAY AT THREE LOCATIONS. TWO ENTRANCES WILL BE LOCATED ALONG THE EASTERN R.O.W. OF BLACKMAN ROAD. THE THIRD ENTRANCE WILL BE LOCATED ALONG THE WESTERN R.O.W. OF FLORENCE ROAD JUST SOUTH OF HEATHERWOOD DRIVE.



## MURFREESBORO WATER RESOURCE DEPARTMENT

SANITARY SEWER SERVICE HAS BEEN EXTENDED TO THE EDGE OF THE SITE AT THE N.E. CORNER OF THE PROPERTY AND FLOW UNDER I-24. SEWER SERVICE INTO THE SITE WILL CONTINUE TO BE EXTENDED WITH EACH SECTION OF THE DEVELOPMENT. THE DEVELOPER WILL BE RESPONSIBLE FOR EXTENDING THE SEWER INTO THIS PROPERTY. SANITARY SEWER SERVICE WILL BE PROVIDED BY THE MURFREESBORO WATER RESOURCE DEPARTMENT. THE PLAN COMPLIES WITH THE SEWER ALLOCATION ORDINANCE.



## CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY

A LARGE WATER MAIN IS LOCATED ALONG THE EASTERN R.O.W. OF FLORENCE ROAD. WATER SERVICE WAS CONNECTED TO THE MAIN WITH SECTION 1 CONSTRUCTION, AND WILL CONTINUE TO BE EXTENDED WITH EACH SECTION OF CONSTRUCTION. THE DEVELOPER WILL BE RESPONSIBLE FOR EXTENDING THE WATERLINE INTO THIS PROPERTY AND INTO THE SITE FOR DOMESTIC AND FIRE WATER SERVICE. WATER SERVICE WILL BE PROVIDED BY CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY.



## MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION WILL BE PROVIDING ELECTRICAL SERVICE. ALL ELECTRIC SERVICE WILL BE UNDERGROUND. ELECTRICITY IS CURRENTLY LOCATED ALONG BLACKMAN ROAD.

THE EXISTING SITE HAS SEVERAL CLOSED DEPRESSIONS AND EXISTING SINKHOLES THAT THE ENTIRE REGION DEPENDS ON FOR STORMWATER. THESE FEATURES WILL LARGELY BE PRESERVED, ENLARGED, AND ENHANCED WITH THE PROPOSED PLAN TO MAINTAIN AND/OR IMPROVE THE CURRENT DRAINAGE SYSTEM.





NOT TO SCALE



IMAGE #1

VIEW INTO THE SITE WHERE THE PROPOSED ENTRANCE OFF OF FLORENCE ROAD IS TO BE LOCATED



IMAGE #2

VIEW NORTH ON FLORENCE ROAD FROM THE PROPOSED ENTRANCE



IMAGE #3

VIEW SOUTH ON FLORENCE ROAD FROM THE PROPOSED ENTRANCE



IMAGE #4

VIEW NORTH ON BLACKMAN ROAD FROM THE NORTHERN PROPOSED ENTRANCE ALONG BLACKMAN ROAD



IMAGE #5

VIEW SOUTH ON BLACKMAN ROAD FROM THE NORTHERN PROPOSED ENTRANCE ALONG BLACKMAN ROAD



IMAGE #6

VIEW WEST ON BLACKMAN ROAD OF AN EXISTING DUPLEX ACROSS THE STREET FOR THE PROPOSED DEVELOPMENT





NOT TO SCALE



IMAGE #7

VIEW EAST INTO THE SITE FROM BLACK-  
MAN ROAD AT THE PROPOSED SOUTH-  
ERN ENTRANCE ALONG BLACKMAN  
ROAD



IMAGE #8

VIEW SOUTH ON BLACKMAN ROAD  
FROM THE SOUTHERN PROPOSED EN-  
TRANCE ALONG BLACKMAN ROAD



IMAGE #9

VIEW NORTH ON BLACKMAN ROAD  
FROM THE SOUTHERN PROPOSED EN-  
TRANCE ALONG BLACKMAN ROAD



IMAGE #10

VIEW TOWARDS THE NORTH ACROSS  
THE PROPERTY WITH HEATHERWOOD  
SUBDIVISION



IMAGE #11

VIEW EAST ACROSS THE PROPERTY TO-  
WARDS FLORENCE ROAD



IMAGE #12

VIEW SOUTH ACROSS THE PROPERTY  
TOWARDS SR-840





NOT TO SCALE



IMAGE #13

VIEW OF SOUTHERN ROUND-A-BOUT



IMAGE #14

VIEW OF NORTHERN ROUND-A-BOUT



IMAGE #15

VIEW WEST ON POINTER PLACE



IMAGE #16

VIEW WEST TOWARDS BLACKMAN  
FROM SHELTON BOULEVARD



IMAGE #17

VIEW OF 65' HOMES ON SHELTON BOU-  
LEVARD



IMAGE #18

VIEW OF AMENITY LOT





NOT TO SCALE

MINIMUM LOT SIZES

COTTAGES	105
VILLAGES	236
SANCTUARY	103
RETREAT	217
ESTATE	110

Total: 771

EXAMPLE OF  
INTERNAL SIGNAGE



EXAMPLE OF MAILBOX



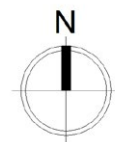
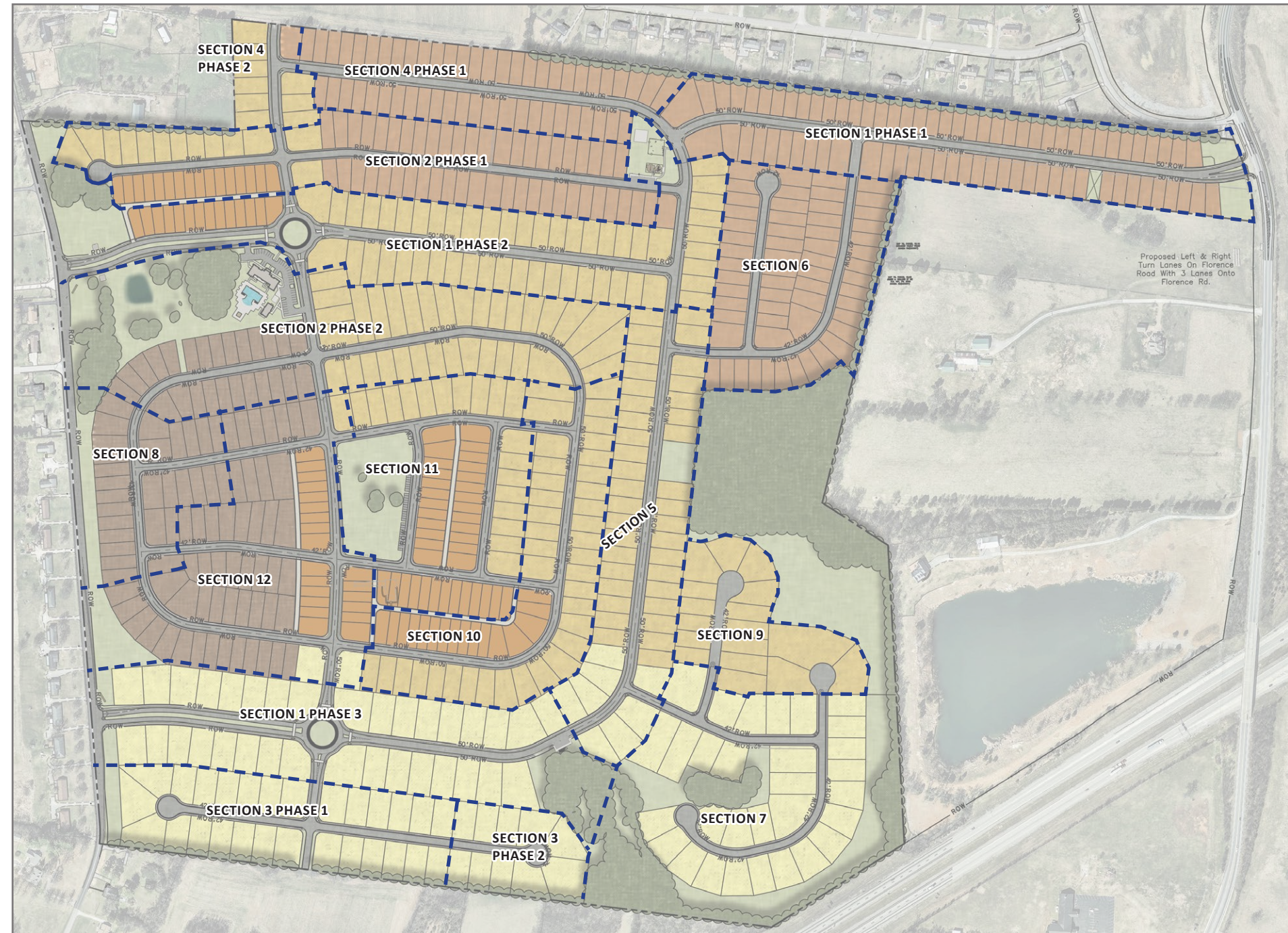
EXISTING ENTRANCE SIGN

## PRD AMENDMENT SYNOPSIS

SHELTON SQUARE CONSISTS OF 771 SINGLE FAMILY DETACHED HOMES ON 241.90 ACRES FOR A DENSITY OF 3.21 DWELLING UNITS PER ACRE. 762 HOMES COULD POTENTIALLY BE CONSTRUCTED WITH THE BASE ZONING OF RS-15 WHICH HAS AN ALLOWABLE DENSITY OF 2.90 UNITS/ACRE. THE SITE PROVIDES OPEN SPACES FOR ACTIVE AND PASSIVE RECREATION, AND SOME THAT WILL FUNCTION AS STORMWATER MANAGEMENT AREAS. IN ADDITION TO THE UNSTRUCTURED OPEN SPACE, THE PROJECT WILL INCLUDE A DISTINCTIVE ENTRY SIGN AT EACH OF THE ENTRANCES ALONG WITH LANDSCAPING.

- 771 SINGLE FAMILY HOMES WITH A MINIMUM OF 2 BEDROOMS.
- MINIMUM LOT SIZES (TYPICAL LOT DIMENSIONS)
  - COTTAGES S.F. (35' WIDE BY 110' DEEP)
  - VILLAGES S.F. (51' WIDE BY 120' DEEP)
  - SANCTUARY S.F. (52' WIDE BY 125' DEEP)
  - RETREAT S.F. (65' WIDE BY 130' DEEP)
  - ESTATE S.F. (85' WIDE BY 150' DEEP)
- SETBACKS ARE OUTLINED ON THE PROPOSED HOME STANDARDS PAGES LOCATED IN THIS BOOK.
- ALL FRONT-ENTRY GARAGES AND SIDE-ENTRY GARAGES ON CORNER LOTS SHALL BE SETBACK A MIN. OF 35. FROM THE PUBLIC R.O.W. LINE (HOUSE MAY BE WITHIN 20 FEET).
- STREETS WILL ALL BE PUBLIC RIGHTS-OF-WAY. (EXCEPT ALLEY).
- ALL STREETS HAVE BEEN DESIGNED TO COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS.
- SIDEWALKS ALONG BOTH SIDES OF ALL PUBLIC STREETS THROUGHOUT THE DEVELOPMENT TO CREATE A PEDESTRIAN FRIENDLY NEIGHBORHOOD.
- BOTH ENTRANCES OFF BLACKMAN ROAD AND THE ENTRANCE OFF OF FLORENCE ROAD WILL HAS A NEW ENTRANCE SIGN CONSTRUCTED OF MASONRY MATERIALS AND ANCHORED BY LANDSCAPING.
- ADDITIONAL INTERNAL SIGNAGE SHALL BE BUILT AT THE BEGINNING OF THE SANCTUARY LOTS AT THEIR MOST NORTHER AND SOUTHERN PROPOSED INTERSECTIONS AS SEEN ON PAGE 18.
- PROPOSED INTERNAL ENTRANCE SIGNAGE EXAMPLE (SANCTUARY) CAN BE SEEN ON LEFT. PROPOSED SIGNS SHALL BE RECORDED WITHIN A SIGN EASEMENT AGREEMENT IF SIGNS ARE NOT LOCATED WITHIN OPEN SPACE. SIGN AND EASEMENT SHALL BE MAINTAINED BY THE H.O.A.
- ALL HOMES WILL BE REQUIRED TO BE CONSTRUCTED WITH A MIXTURE OF BRICK, STONE, AND CEMENT BOARD SIDING. REPRESENTATION OF MATERIAL MIXTURES ARE OUTLINED IN THE PROPOSED HOME PAGES. VINYL SIDING WILL ONLY BE USED IN TRIM AND SOFFIT AREAS OF THE HOUSES.
- EACH SINGLE FAMILY LOT EXCEPT ALLEY LOADED WILL PROVIDE AT LEAST 4 PARKING SPACES PER LOT (OUTSIDE OF GARAGE).
- ALL HOMES WILL HAVE CONCRETE DRIVEWAYS WIDE ENOUGH FOR 2 VEHICLE, AND HAVE A MINIMUM WIDTH OF 16 FEET.
- ALL FRONT YARDS WILL BE SODDED.
- ALL UTILITIES WILL BE UNDERGROUND.
- PRIOR TO CONSTRUCTION PLAN REVIEW, A COMPLETE AND THOROUGH DESIGN OF THE STORMWATER MANAGEMENT SYSTEM AND FACILITIES WILL BE COMPLETED.
- ALL HOMES WILL HAVE AT LEAST A 2 CAR GARAGE.
- SOLID WASTE SERVICE WILL BE PROVIDED BY THE CITY OF MURFREESBORO.
- ALL HOMEOWNERS WILL BE REQUIRED TO BE A MEMBER OF THE H.O.A.
- THE DEVELOPMENT IS INTENDED TO UTILIZE THE MTEMC DECORATIVE STREET LIGHTING.
- PRIOR TO CONSTRUCTION PLAN REVIEW, A COMPLETE AND THOROUGH DESIGN OF THE STORMWATER MANAGEMENT SYSTEM AND FACILITIES WILL BE COMPLETED. THIS MAY BE IN THE FORM OF OFF-SITE IMPROVEMENTS, ON-SITE IMPROVEMENTS TO EXISTING SINKHOLES, ON-SITE DETENTION PONDS AND/OR COMBINATION OF ALL OF THESE ITEMS.





NOT TO SCALE

MINIMUM LOT SIZES

	COTTAGES	105
	VILLAGES	236
	SANCTUARY	103
	RETREAT	217
	ESTATE	110

Total: 771

- THE PROJECT IS ANTICIPATED TO BE BUILT IN 12 SECTIONS WITH THE POSSIBILITY OF MULTIPLE PHASES PER SECTION.
- SECTIONS 1-4 ARE COMPLETED OR ARE CURRENTLY UNDER CONSTRUCTION WITH SECTIONS 5-6 SLATED TO BEGIN IN JULY OF 2021. THE TIMING OF THE REMAINING PHASES OF CONSTRUCTION WILL BE MARKET DRIVEN AND DEPENDENT UPON THE ABSORPTION OF THE UNITS IN THE PREVIOUS PHASE.
- IN GENERAL, FOLLOWING SECTION CONSTRUCTION WILL BEGIN AFTER THE PREVIOUS PHASE IS 80%-85% SOLD.
- THE SIDEWALKS WITHIN EACH SINGLE FAMILY LOT PHASE WILL BE CONSTRUCTED BY THE HOME BUILDERS AS THE HOMES ARE CONSTRUCTED. IF SIDEWALKS ARE LOCATED ALONG COMMON AREA THEN, THE DEVELOPER WILL CONSTRUCT THOSE PORTIONS WITH THE INFRASTRUCTURE WORK ASSOCIATED WITH THAT FRONTAGE.
- EACH SECTION IS ANTICIPATED TO BE APPROXIMATELY 60 DWELLING UNITS.

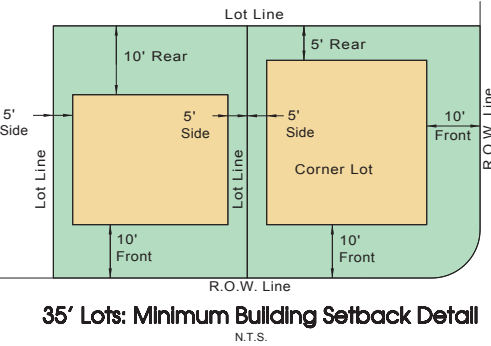


COTTAGES:

- ALL HOMES WILL BE A MINIMUM 1,800 S.F. (HEATED SPACE)
- MINIMUM LOT SIZE 3, 500 S.F. (TYPICAL LOT DIMENSIONS: 35’ WIDE X 110’ DEEP).
- ALL HOMES WILL HAVE A MINIMUM OF A 2 CAR GARAGE/CARPORT AND WILL BE ACCESSIBLE VIA A PRIVATE REAR ALLEY.
- THE HOMES CAN BE 1, 1 ½, OR 2-STORY BUILDINGS.
- ALL HOMES WILL BE CONSTRUCTED WITH BRICK, STONE, AND CEMENT BOARD SIDING.
- VINYL SIDING MAY BE USED IN TRIM, SOFFIT, GABLES, AND DORMERS AREAS ON ALL ELEVATIONS.
- ALL HOMES WILL HAVE EAVES.
- MAXIMUM BUILDING HEIGHT SHALL BE 35’ AS DEFINED BY ZONING ORDINANCE.
- HOMES WILL HAVE USABLE FRONT PORCHES.
- ALL HOMES WILL HAVE A MINIMUM OF 2 BEDROOMS.
- ALL HOMES WILL BE FOR SALE.
- HOUSE WILL BE SETBACK A MINIMUM OF 25 FT. FROM BACK OF CURB IN THE ALLEYS.

SETBACKS:

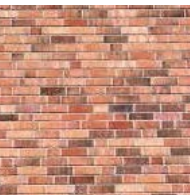
10’ - FRONT  
5’ - SIDES  
10’ - REAR



EXAMPLE OF THE CEMENT BOARD  
(DIFFERENT COLORS WILL BE ALLOWED)



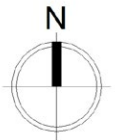
EXAMPLE OF THE STONE VENEER  
(DIFFERENT COLORS, CUTS, PATTERNS WILL BE ALLOWED)



EXAMPLE OF POSSIBLE BRICK  
(DIFFERENT COLORS WILL BE ALLOWED)



CONSTRUCTED



NOT TO SCALE



COTTAGES 105  
DIFFERENCE FROM APPROVED PLAN (+69)



CONSTRUCTED



ALLEY VIEW



MINIMUM LOT SIZES

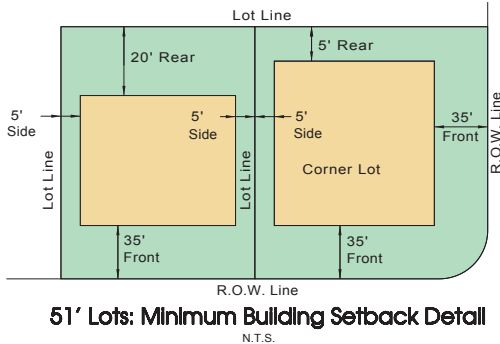


**VILLAGES:**

- ALL HOMES WILL BE A MINIMUM 1,800 S.F. (HEATED SPACE)
- MINIMUM LOT SIZE 6, 000 S.F. (TYPICAL LOT DIMENSIONS: 51’ WIDE X 120’ DEEP).
- ALL HOMES WILL HAVE A MINIMUM OF A 2 CAR GARAGE AND FRONT ENTRY LOADED.
- THE HOMES CAN BE 1, 1 ½, OR 2-STORY BUILDINGS.
- ALL HOMES WILL BE CONSTRUCTED WITH BRICK, STONE, AND CEMENT BOARD SIDING.
- VINYL SIDING MAY BE USED IN TRIM, SOFFIT, GABLES, AND DORMERS AREAS ON ALL ELEVATIONS.
- ALL HOMES WILL HAVE EAVES.
- MAXIMUM BUILDING HEIGHT SHALL BE 35’ AS DEFINED BY ZONING ORDINANCE.
- ALL HOMES WILL HAVE A MINIMUM OF 2 BEDROOMS.
- ALL FRONT-ENTRY GARAGES AND SIDE ENTRY GARAGES ON CORNER LOTS SHALL BE SETBACK A MIN. OF 35 FEET FROM THE PUBLIC R.O.W. LINE.
- ALL HOMES WILL BE FOR SALE.

**SETBACKS:**

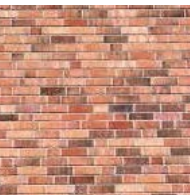
- 35’ - FRONT TO GARAGE (20’ TO HOUSE)
- 5’ - SIDES
- 20’ - REAR



EXAMPLE OF THE CE-  
MENT BOARD  
(DIFFERENT COLORS  
WILL BE ALLOWED)



EXAMPLE OF THE  
STONE VENEER  
(DIFFERENT COLORS,  
CUTS, PATTERNS WILL  
BE ALLOWED)



EXAMPLE OF POS-  
SIBLE BRICK  
(DIFFERENT COL-  
ORS WILL BE  
ALLOWED)



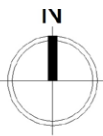
CONSTRUCTED



CONSTRUCTED



CONSTRUCTED



NOT TO SCALE

MINIMUM LOT SIZES



VILLAGES 236  
DIFFERENCE FROM  
APPROVED PLAN (-1)

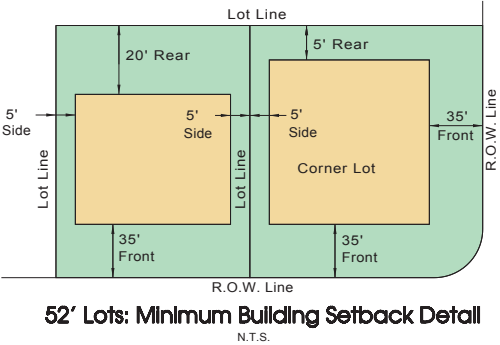


**SANCTUARY:**

- ALL HOMES WILL BE A MINIMUM 1,800 S.F. (HEATED SPACE)
- MINIMUM LOT SIZE 6, 000 S.F. (TYPICAL LOT DIMENSIONS: 52’ WIDE X 125’ DEEP).
- THESE HOMES WILL BE AGE-TARGETED (55+) BUT NOT LIMITED TO THAT DEMOGRAPHIC.
- ALL HOMES WILL HAVE A MINIMUM OF A 2 CAR GARAGE AND FRONT ENTRY LOADED.
- THE HOMES CAN BE 1, 1 ½, OR 2-STORY BUILDINGS.
- ALL HOMES WILL BE CONSTRUCTED WITH BRICK, STONE, AND CEMENT BOARD SIDING.
- VINYL SIDING MAY BE USED IN TRIM, SOFFIT, GABLES, AND DORMERS AREAS ON ALL ELEVATIONS.
- ALL HOMES WILL HAVE EAVES.
- MAXIMUM BUILDING HEIGHT SHALL BE 35’ AS DEFINED BY ZONING ORDINANCE.
- ALL HOMES WILL HAVE A MINIMUM OF 2 BEDROOMS.
- ALL FRONT-ENTRY GARAGES AND SIDE ENTRY GARAGES ON CORNER LOTS SHALL BE SETBACK A MIN. OF 35 FEET FROM THE PUBLIC R.O.W. LINE.
- ALL GARAGE DOORS WILL BE DECORATIVE AND HAVE AN ARCHITECTURAL RELIEF. COLORS ARE TO BE COORDINATED WITH HOME’S TRIM PACKAGE.
- ALL HOMES WILL BE FOR SALE.

**SETBACKS:**

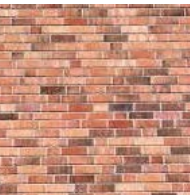
- 35’ - FRONT TO GARAGE (20’ TO HOUSE)
- 5’ - SIDES
- 20’ - REAR



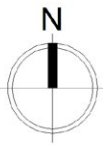
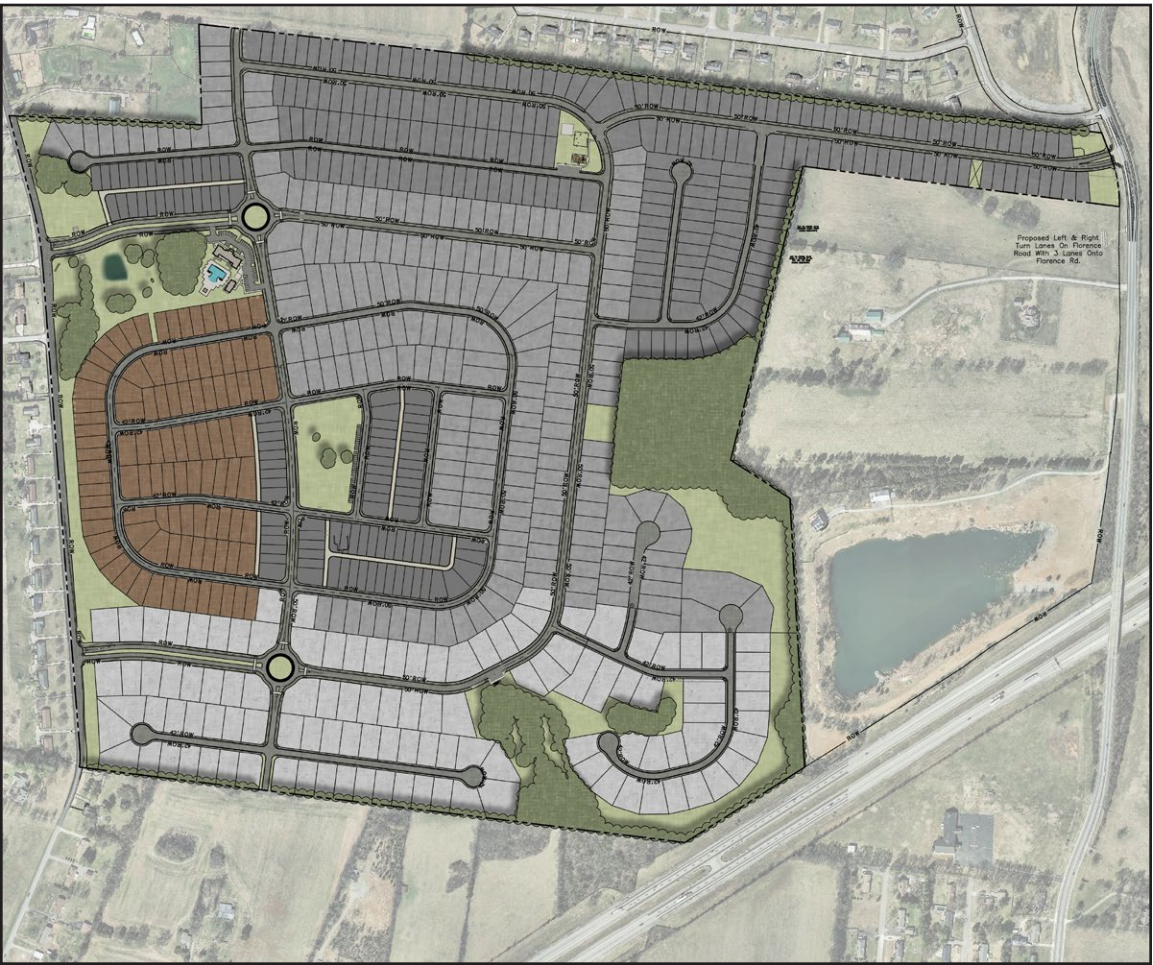
EXAMPLE OF THE CE-  
MENT BOARD  
(DIFFERENT COLORS  
WILL BE ALLOWED)



EXAMPLE OF THE  
STONE VENEER  
(DIFFERENT COLORS,  
CUTS, PATTERNS WILL  
BE ALLOWED)



EXAMPLE OF POS-  
SIBLE BRICK  
(DIFFERENT COL-  
ORS WILL BE  
ALLOWED)



NOT TO SCALE

MINIMUM LOT SIZES



**SANCTUARY 103**

**DIFFERENCE FROM  
APPROVED PLAN (-3)**

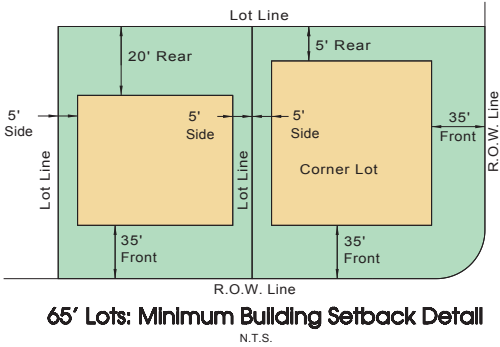


**RETREAT:**

- ALL HOMES WILL BE A MINIMUM 2,400 S.F. (HEATED SPACE)
- MINIMUM LOT SIZE 8, 000 S.F. (TYPICAL LOT DIMENSIONS: 65’ WIDE X 130’ DEEP).
- ALL HOMES WILL HAVE A MINIMUM OF A 2 CAR GARAGE AND ARE FRONT ENTRY LOADED.
- THE HOMES CAN BE 1, 1 ½, OR 2-STORY BUILDINGS.
- ALL HOMES WILL BE CONSTRUCTED WITH BRICK, STONE, AND CEMENT BOARD SIDING.
- VINYL SIDING MAY BE USED IN TRIM, SOFFIT, GABLES, AND DORMERS AREAS ON ALL ELEVATIONS.
- ALL HOMES WILL HAVE EAVES.
- MAXIMUM BUILDING HEIGHT SHALL BE 35’ AS DEFINED BY ZONING ORDINANCE.
- ALL HOMES WILL HAVE A MINIMUM OF 2 BEDROOMS.
- ALL FRONT-ENTRY GARAGES AND SIDE ENTRY GARAGES ON CORNER LOTS SHALL BE SETBACK A MIN. OF 35 FEET FROM THE PUBLIC R.O.W. LINE.
- ALL GARAGE DOORS WILL BE DECORATIVE AND HAVE AN ARCHITECTURAL RELIEF. COLORS ARE TO BE COORDINATED WITH HOME’S TRIM PACKAGE.
- ALL HOMES WILL BE FOR SALE.

**SETBACKS:**

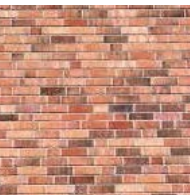
35’ - FRONT TO GARAGE (20’ TO HOUSE)  
5’ - SIDES  
20’ - REAR



EXAMPLE OF THE CEMENT BOARD  
(DIFFERENT COLORS WILL BE AL-  
LOWED)



EXAMPLE OF THE STONE VENEER  
(DIFFERENT COLORS, CUTS, PAT-  
TERNS WILL BE ALLOWED)



EXAMPLE OF POSSIBLE BRICK  
(DIFFERENT COLORS WILL BE AL-  
LOWED)



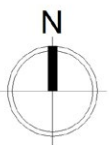
CONSTRUCTED



CONSTRUCTED



CONSTRUCTED



NOT TO SCALE

MINIMUM LOT SIZES



**RETREAT**

DIFFERENCE FROM  
APPROVED PLAN

**217**

**(-60)**

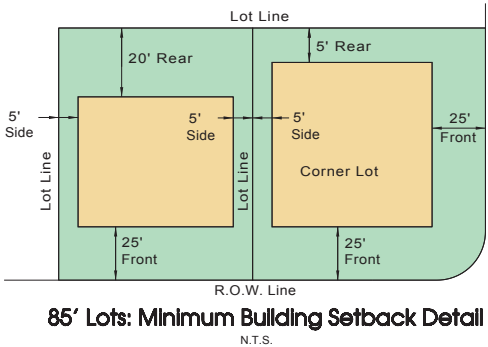


**ESTATE:**

- ALL HOMES WILL BE A MINIMUM 3,000 S.F. (HEATED SPACE)
- MINIMUM LOT SIZE 10, 000 S.F. (TYPICAL LOT DIMENSIONS: 85’ WIDE X 150’ DEEP).
- ALL HOMES WILL HAVE A MINIMUM OF A 3 CAR GARAGE AND ARE FRONT AND SIDE ENTRY LOADED.
- ALL HOMES WILL HAVE A DOUBLE SIDE-ENTRY GARAGE WITH AN OPTION FOR AN ADDITIONAL SINGLE FRONT-ENTRY GARAGE FACING THE ROAD.
- THE HOMES CAN BE 1, 1 ½, OR 2-STORY BUILDINGS.
- ALL HOMES WILL BE CONSTRUCTED WITH BRICK, STONE, AND CEMENT BOARD SIDING.
- VINYL SIDING MAY BE USED IN TRIM, SOFFIT, GABLES, AND DORMERS AREAS ON ALL ELEVATIONS.
- ALL HOMES WILL HAVE EAVES.
- MAXIMUM BUILDING HEIGHT SHALL BE 35’ AS DEFINED BY ZONING ORDINANCE.
- ALL HOMES WILL HAVE A MINIMUM OF 2 BEDROOMS.
- ALL FRONT-ENTRY GARAGES AND SIDE ENTRY GARAGES ON CORNER LOTS SHALL BE SETBACK A MIN. OF 35 FEET FROM THE PUBLIC R.O.W. LINE.
- ALL GARAGE DOORS WILL BE DECORATIVE AND HAVE AN ARCHITECTURAL RELIEF. COLORS ARE TO BE COORDINATED WITH HOME’S TRIM PACKAGE.

**SETBACKS:**

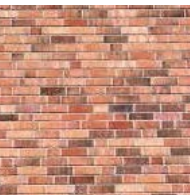
25’ - FRONT  
5’ - SIDES  
20’ - REAR



EXAMPLE OF THE CEMENT BOARD  
(DIFFERENT COLORS WILL BE ALLOWED)



EXAMPLE OF THE STONE VENEER  
(DIFFERENT COLORS, CUTS, PATTERNS WILL BE ALLOWED)



EXAMPLE OF POSSIBLE BRICK  
(DIFFERENT COLORS WILL BE ALLOWED)



CONSTRUCTED



CONSTRUCTED



CONSTRUCTED



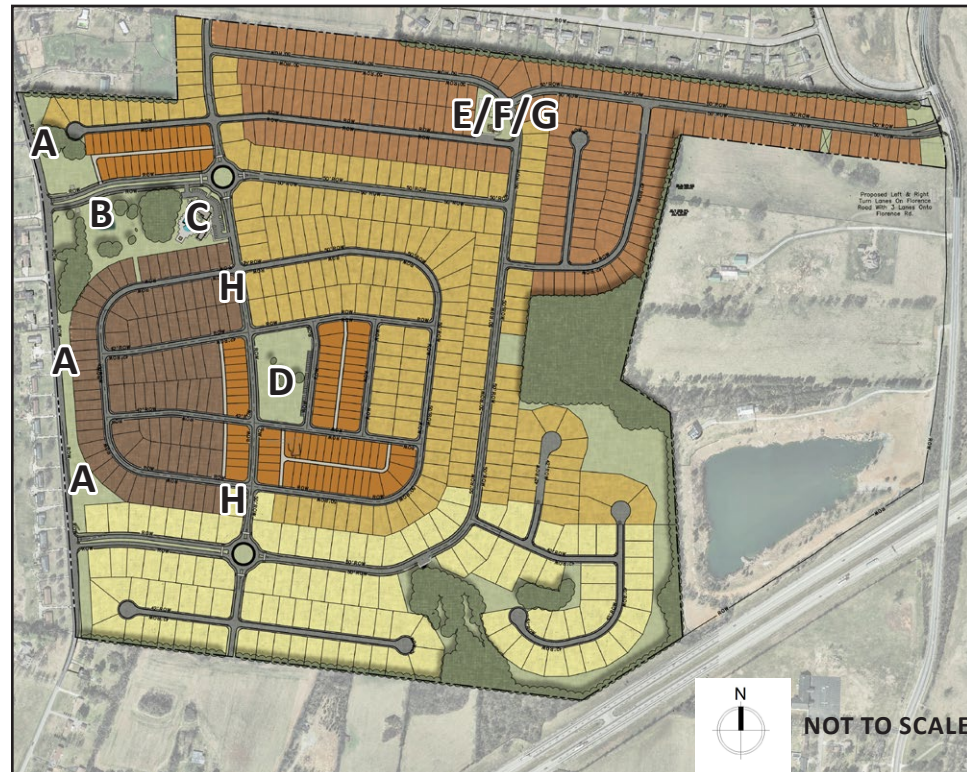
NOT TO SCALE

MINIMUM LOT SIZES



ESTATE 110  
DIFFERENCE FROM APPROVED PLAN (-5)





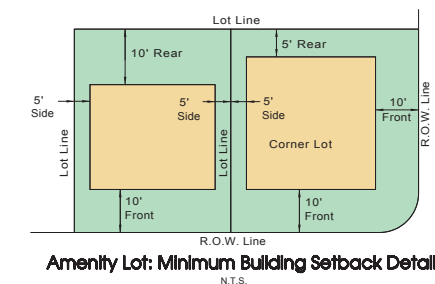
- A - VEGETATIVE BUFFER AREA - (IN PROGRESS)**  
**B - WET POND W/ FOUNTAIN AND OPEN SPACE (IN PROGRESS)**  
**C - AMENITY POOL AREA (POOL AND BATHHOUSE INSTALLED, CLUBHOUSE UNDER DESIGN)**  
**D- PASSIVE PARK W/BOCCE BALL (FUTURE)**  
**E - POCKET PARK W/ BASKETBALL COURT (EXISTING)**  
**F - POCKET PARK W/ DOGPARK (EXISTING)**  
**G - PLAYGROUND (EXISTING)**  
**H - PROPOSED SANCTUARY INTERNAL SIGNAGE**

WITH THIS REQUEST, THE PLAN WILL BE DEDICATING OVER 20%, AN APPROXIMATELY 20 AC INCREASE, TO OPEN SPACE. THE OPEN SPACE AREAS WILL CONTAIN ACTIVE AND PASSIVE RECREATIONAL SPACES AS WELL AS AREAS FOR STORMWATER MANAGEMENT.

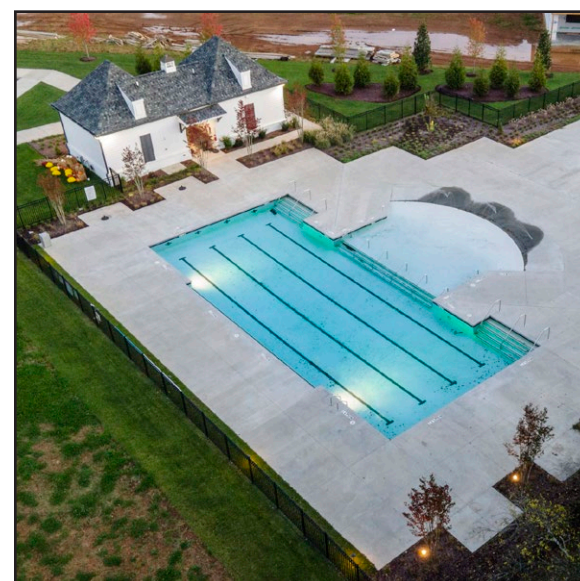
- THE AMENITY CENTER LOCATED ALONG THE NORTHERN ENTRANCE OFF OF BLACKMAN ROAD IS CURRENTLY BEING BUILT.
- IT FEATURES A SWIMMING POOL, BATHHOUSE, CLUBHOUSE, LAWNS, AND PARKING.
- THERE IS A CENTRAL PARK THAT WILL BE MORE PASSIVE IN USES PROVIDED AS IT RELATES TO THE AGE TARGETED HOMES WEST OF IT, WILL INCLUDE BOCCE BALL COURT.
- THIS PARK WILL FEATURE SITTING AREAS FOR RELAXATION AS WELL AS A BOCCE BALL COURT.
- THE PARK TO THE NORTH WILL BE MORE ACTIVE IN THE USES PROPOSED FOR THAT SPACE.
- A LINEAR BUFFER RUNS ALONG THE ENTIRE LENGTH OF THE BLACKMAN ROAD FRONTAGE.
- THIS OPEN SPACE WILL FEATURE A WOODEN FENCE ALONG THE RIGHT-OF-WAY TO DEFINE THE AREA, WITH MOUNDS AND LANDSCAPING TO ENHANCE THE EDGE OF THE COMMUNITY ALONG BLACKMAN ROAD.
- THIS LINEAR PARK AND OTHER PASSIVE OPEN SPACES THROUGHOUT THE COMMUNITY CONTAIN NUMEROUS SINKHOLES. THESE KARST FEATURES ARE PROPOSED TO FUNCTION AS STORMWATER MANAGEMENT ELEMENTS FOR THE DEVELOPMENT.
- THERE WILL BE SIDEWALKS ALONG BOTH SIDES OF ALL THE STREETS TO CREATE A PEDESTRIAN FRIENDLY NEIGHBORHOOD.
- ENTRY SIGNAGE WILL BE LOCATED AT ALL THREE ENTRANCES AND THESE WILL BE ANCHORED WITH LANDSCAPING.
- THE RESIDENTS OF SHELTON SQUARE WILL BE REQUIRED TO BE MEMBERS OF THE H.O.A. AND HAVE ACCESS TO THE PROPOSED FACILITIES AND AMENITIES WITHIN THE DEVELOPMENT. 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 THE 3RD PARTY MANAGEMENT COMPANY.

- SETBACKS (AMENITY LOT):

**FRONT - 10'**  
**SIDE - 5'**  
**REAR - 10'**



**E - BASKETBALL COURT (INSTALLED)**



**C - POOL (INSTALLED)**



**G - PLAYGROUND (EXISTING) LOT 284**

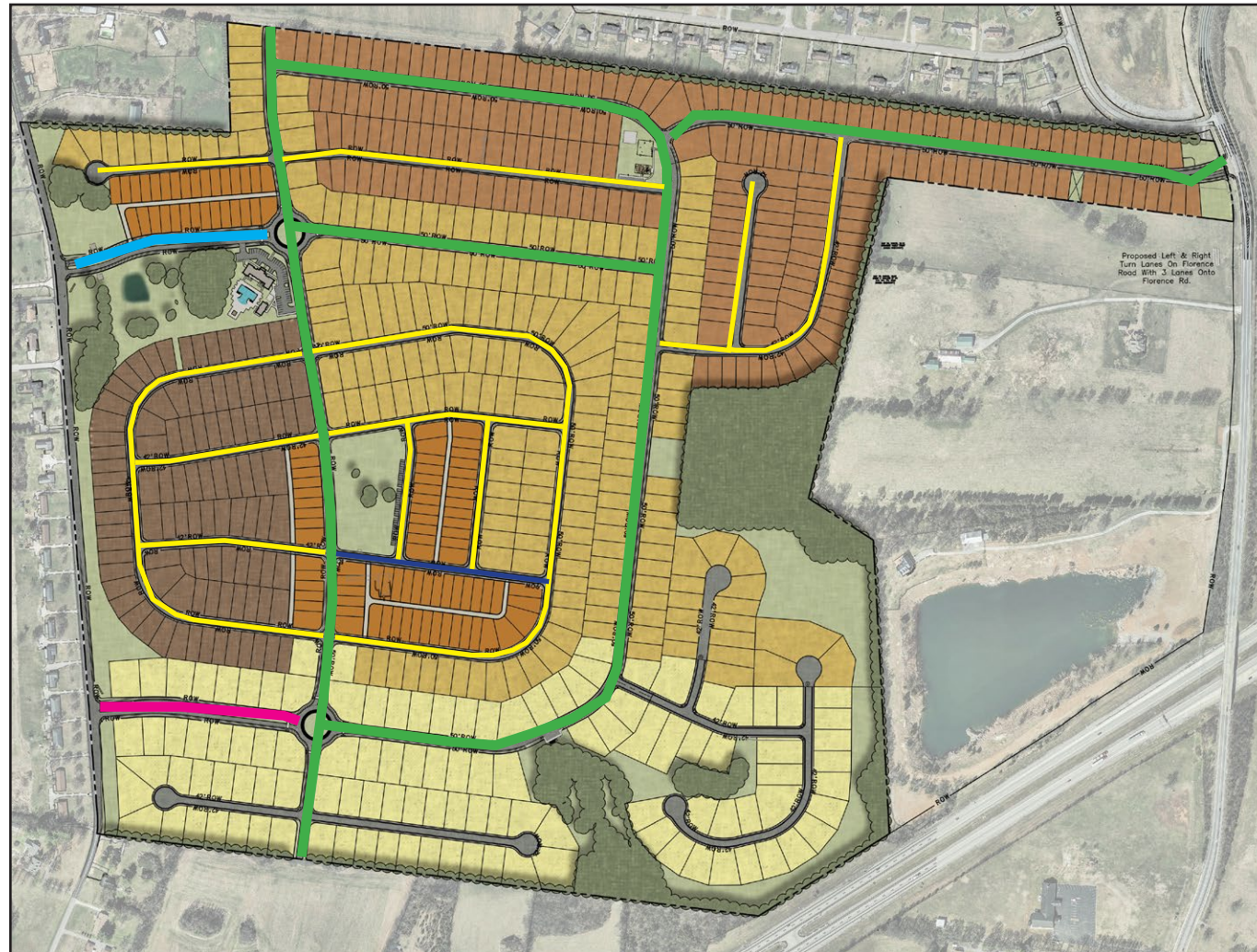


**B - OPEN SPACE ALONG BLACKMAN ROAD WITH WET POND FEATURE**

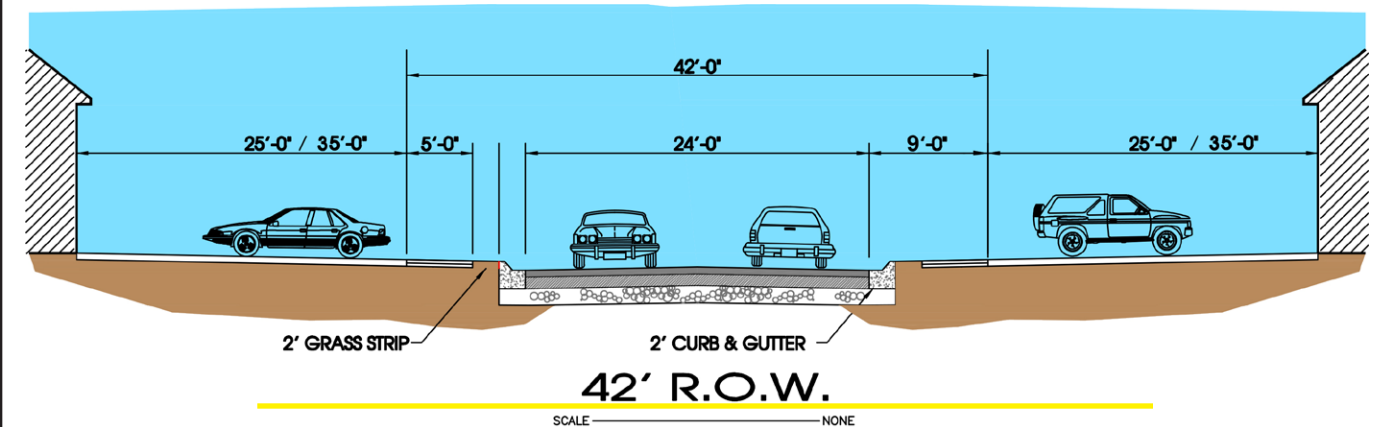
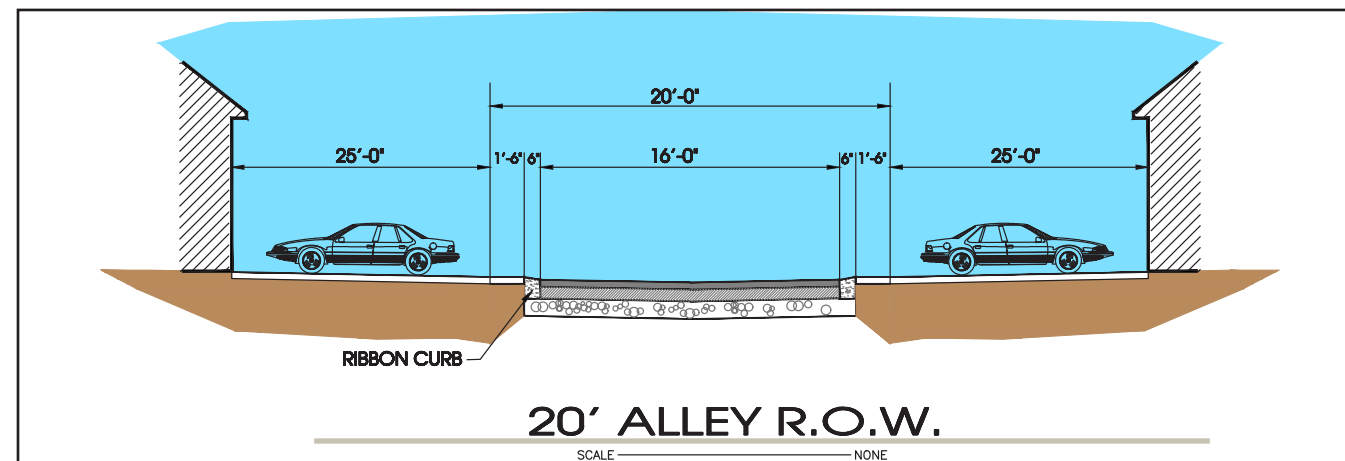
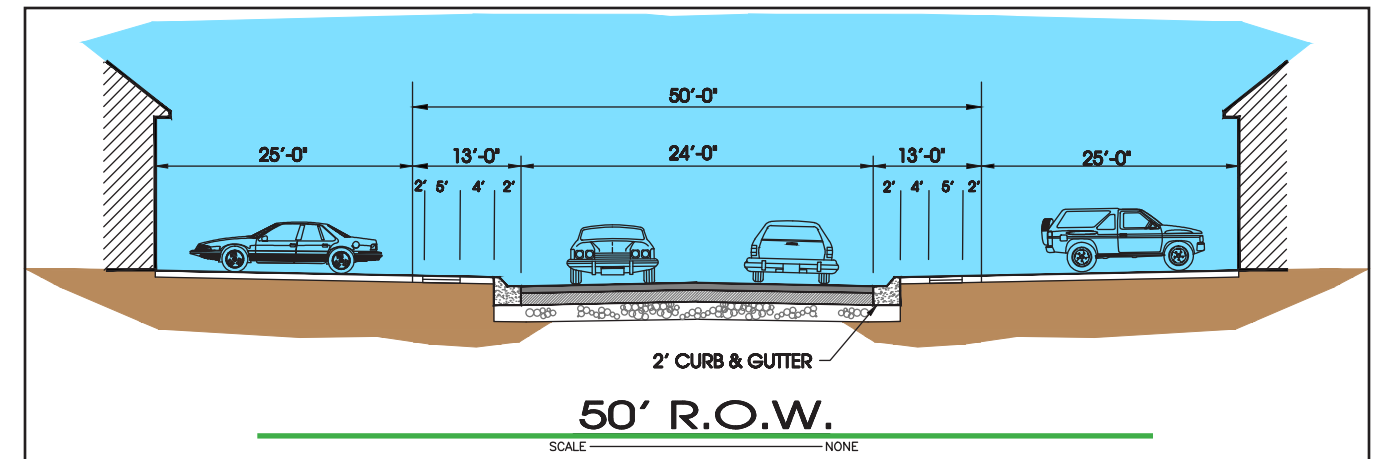
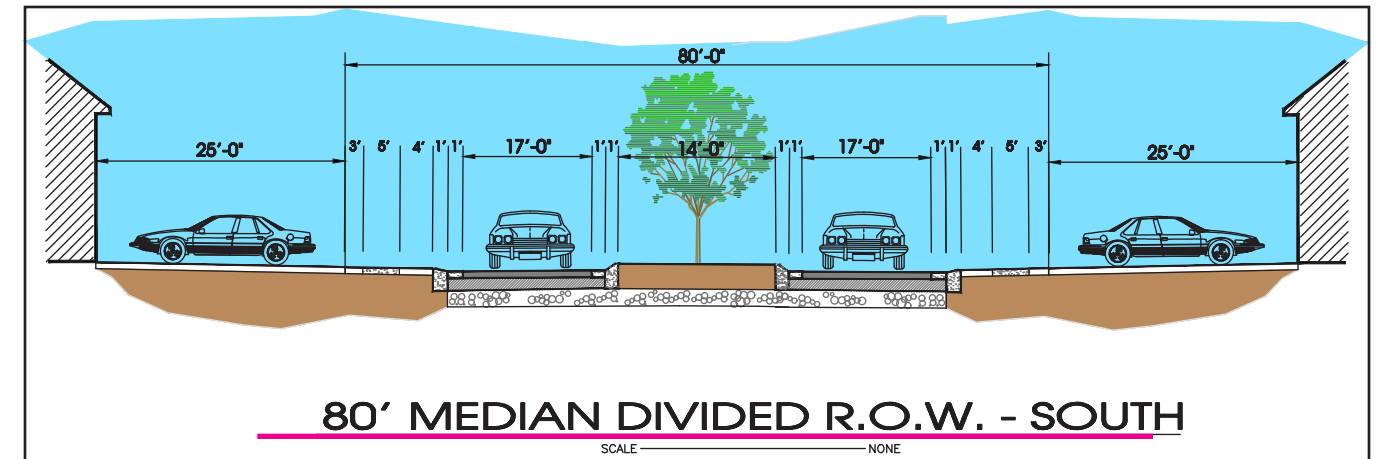
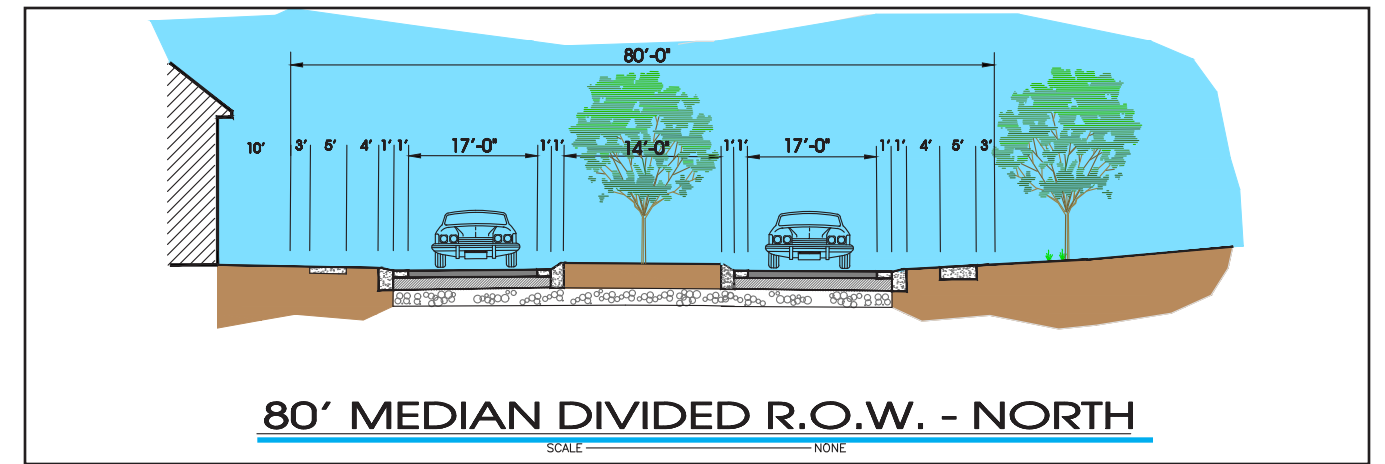








NOT TO SCALE





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 7 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: AN EXHIBIT IS GIVEN ON PAGE 5 THAT SHOWS THE EXISTING CONTOURS AND DRAINAGE PATTERNS ALONG WITH AN AERIAL PHOTOGRAPH OF THE AREA. NO PORTION OF THE PROPERTY IS SUBJECT TO FLOOD-PLAINS OR FLOODWAYS.

3.) A PLOT PLAN, AERIAL PHOTOGRAPH, OR COMBINATION THEREOF DEPICTING THE SUBJECT AND ADJOINING PROPERTIES INCLUDING THE LOCATION OF STRUCTURES ON-SITE AND WITHIN TWO HUNDRED (200) FEET OF THE SUBJECT PROPERTY AND THE IDENTIFICATION OF THE USE THEREOF.

RESPONSE: EXHIBITS AND PHOTOGRAPHS ON PAGES 5, 6, 7,8, & 9 GIVE THE LOCATION OF EXISTING STRUCTURES ON THE SUBJECT PROPERTY AND THE SURROUNDING PROPERTIES. AN EXHIBIT ON PAGE 6 GIVES THE ZON-ING 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 LOCA-TION 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 APPROXI-MATE LOCATION OF PEDESTRIAN, BICYCLE AND VEHICULAR WAYS OR THE RESTRICTIONS PERTAINING THERETO AND THE EXTENT OF PROPOSED LANDSCAPING, PLANTING, SCREENING, OR FENCING.

RESPONSE: PAGES 11-19 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 11 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). THESE TABULATIONS ARE FOR THE PRD.

TOTAL SITE AREA	10523660
TOTAL MAXIMUM FLOOR AREA	2378600
TOTAL LOT AREA	6184260
TOTAL BUILDING COVERAGE	2242135
TOTAL DRIVE/ PARKING AREA	577450
TOTAL RIGHT-OF-WAY	1625000
TOTAL LIVABLE SPACE	3364675
TOTAL OPEN SPACE	1755151
FLOOR AREA RATIO (F.A.R.)	0.23
LIVABILITY SPACE RATIO (L.S.R.)	1.41
OPEN SPACE RATIO (O.S.R.)	2.80

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 PRD. THE SURROUNDING AREAS 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 PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 12.

(BB) THE ORDER IN WHICH THE PHASES OF THE PROJECT WILL BE BUILT;

RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 12.

(CC) THE MINIMUM AREA AND THE APPROXIMATE LOCATION OF COMMON SPACE AND PUBLIC IMPROVEMENTS THAT WILL BE REQUIRED AT EACH STAGE;

RESPONSE: THE PHASING OF THE DEVELOPMENT IS DISCUSSED ON PAGE 12.

(DD) A BREAKDOWN BY PHASE FOR SUBSECTIONS [5] AND [6] ABOVE;

RESPONSE: THE EXACT SIZE AND LOCATION OF EACH PHASE IS UNKNOWN AT THIS TIME, BUT A REPRESENTATIVE PHASING PLAN HAS BEEN PROVIDED.

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 14.

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 FRONT SETBACKS REQUESTED FOR THE HOUSES ARE UP TO 25-FEET LESS THAN THE REQUIRED SETBACK FOR A RS-12 DEVELOPMENT. THE SIDE SETBACKS REQUESTED ARE UP TO 5-FEET LESS THAN REQUIRED FOR A RS-12 DEVELOPMENT. THE REAR SETBACKS ARE UP TO 15-FEET LESS THAN THE REQUIRED SETBACK FOR A RS-12 DEVELOPMENT. THE OVERALL DENSITY IS WITHIN THE ALLOWABLE DENSITY FOR A RS-12 DEVELOPMENT. THE LOT COVERAGE IS APPROXIMATELY 50% GREATER THAN ALLOWED FOR RS-12 DEVELOPMENT. MINIMUM LOT SIZE IS UP TO 8,500 S.F. LESS THAN RS-12. MINIMUM LOT WIDTH IS UP TO 40% LESS THAN RS-12. AS PART OF THIS DEVELOPMENT, WE REQUEST TO WAIVE THE REQUIREMENT FOR A MIN. 4-CAR DRIVEWAY PARKING FOR 3,500 S.F. MIN. LOTS. ACCESSORY STRUCTURES, MOTHER-IN-LAW APARTMENTS, AND HOME-BASED BUSINESSES WILL BE REGULATED JUST LIKE A RS-15 SUBDIVISION.

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 AIRPORT OVERLAY DISTRICT (AOD), BATTLEFIELD PROTECTION DISTRICT (BPD), GATEWAY DESIGN OVERLAY DISTRICT (GDO), 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.

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: PAGE 19 DISCUSSES THE MAJOR THOROUGHFARE PLAN. FLORENCE ROAD HAS PREVIOUSLY UPGRADED TO A 3-LANE ROADWAY.

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 PARKS DEVELOPMENT. CONTACT INFO FOR BOTH IS PROVIDED ON COVER.

14.) ARCHITECTURAL RENDERINGS, ARCHITECTURAL PLANS OR PHOTOGRAPHS OF PROPOSED STRUCTURES WITH SUFFICIENT CLARITY TO CONVEY THE APPEARANCE OF PROPOSED STRUCTURES. THE PLAN SHALL INCLUDE A WRITTEN DESCRIPTION OF PROPOSED EXTERIOR BUILDING MATERIALS INCLUDING THE SIDING AND ROOF MATERIALS, PORCHES, AND DECKS. THE LOCATION AND ORIENTATION OF EXTERIOR LIGHT FIXTURES AND OF GARAGES SHALL BE SHOWN IF SUCH ARE TO BE INCLUDED IN THE STRUCTURES.

RESPONSE: PAGES 13-17 SHOW THE ARCHITECTURAL CHARACTER OF THE PROPOSED HOMES WITH GARAGES SHOWN AND BUILDING MATERIALS LISTED. EACH HOME WILL BE ALLOWED TO HAVE REAR PORCHES AND ATTACHED LIGHTING. HOWEVER, EXACT CONFIGURATION FOR THESE ITEMS IS UNKNOWN AND WILL BE DETERMINED AS EACH UNIT 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: PAGES 5, 7, 8, 11, 14, 16 SHOWS THE SITE PLAN INDICATING THE LOCATION OF THE ENTRANCE SIGN. ALSO, PAGE 8 PROVIDES A PICTURE OF A SIMILAR SIGN. THE SIGN WILL BE CONSTRUCTED OF MASONRY. IF LIT, THE SIGN WILL HAVE UPLIGHTING. THE SIGN WILL HAVE LANDSCAPING AROUND ITS BASE. ALL ELEMENTS OF THE SIGN WILL BE IN ACCORDANCE WITH THE CITY OF MURFREESBORO'S SIGN ORDINANCE.



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 1, 2021**

## **MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Jami Averwater  
Warren Russell  
Chase Salas  
Shawn Wright

## **STAFF PRESENT**

Greg McKnight, Planning Director  
Matthew Blomeley, Assistant Planning Director  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Joel Aguilera, Planner  
Katie Noel, Project Engineer  
Carolyn Jaco, Recording Assistant  
Roman Hankins, Assistant City Attorney  
Sam Huddleston, Dev't Services Executive Dir.

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

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

### **2. Determination of a quorum**

Chair Jones determined that a quorum was present.

### **3. Approve minutes of the August 4, 2021 Planning Commission meeting.**

Mr. Warren Russell moved to approve the Minutes of the August 4, 2021 meeting; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

Aye: Kathy Jones  
Ken Halliburton  
Jami Averwater  
Warren Russell  
Chase Salas  
Shawn Wright

Nay: None.



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 1, 2021

permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer), Mr. Justin Harney (applicant), and Mr. John Harney (applicant) were in attendance to represent the application. Mr. Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

**Zoning application [2021-417] to amend the PRD zoning (Shelton Square PRD) on approximately 242 acres located along Blackman Road, Shelton Square, LLC applicant.** Vice-Chairman Ken Halliburton announced he would be abstaining from all discussion and vote on this zoning application

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



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 1, 2021**

Mr. Matt Taylor (design engineer) and Mr. Phil Dodd (applicant's representative) were in attendance to represent the application. Mr. Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Taylor stated that his client has been working on the average sale prices for each product type inside Shelton Square. The new plan would increase the total value in the neighborhood by \$30,000,000.

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. Shawn Wright stated he had received several telephone calls regarding current average prices. Mr. Taylor answered, as of August 3, 2021, the average sales prices are:

- Cottages / 35-foot lots \$395,000.
- Villages / 51-foot lots \$340,000.
- Sanctuary / 52-foot lots, do not have any closings to date. However, pre-sales are \$600,000.
- Retreat /65-foot lot \$448,000.
- Estates / \$630,000.

Chair Jones commented that this is a very nice development, and she favors the proposed changes.

There being no further discussion, Mr. Chase Salas moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Kathy Jones

Jami Averwater



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 1, 2021**

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

Abstain: Ken Halliburton

**Zoning application [2021-415] for approximately 0.24 acres located along North Maple Street to be rezoned from RM-12 and CCO to PRD (604 North Maple Towns) and CCO, Green Properties, LLC applicant.** Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Clyde Rountree, land planner with Huddleston-Steele Engineering, was in attendance to represent the application. Mr. Rountree gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Clyde Rountree requested for this proposal to be deferred indefinitely until the applicant and architect can attend a future meeting.

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

Chair Jones commented that the building facing North Maple was a nice building; however, she made known her concerns that the proposed building facing Chestnut Street needed improvements. Mr. Shawn Wright compared this proposal with Maple Key Townhomes which contains four units on a larger parcel. What is being proposed is a large development on a small parcel, with 5 units and with the building being fourteen feet off the right-of-way. Ms. Jami Averwater expressed her concerns how this proposal lacked guest parking spaces. Mr. Warren Russell stated he likes the front of building; however, he wants



**ORDINANCE 21-OZ-32** 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 242 acres in the Planned Residential Development (PRD) District (Shelton Square PRD) located along Blackman Road as indicated on the attached map, Shelton Square, LLC, applicant(s) [2021-417].

**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 modify the conditions of the Planned Residential Development (PRD) District, as indicated on the attached map, for the purpose of modifying the lot sizes without increasing the overall number of dwelling units and to modify the amenity package.

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

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

Passed:

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

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

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

ATTEST:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

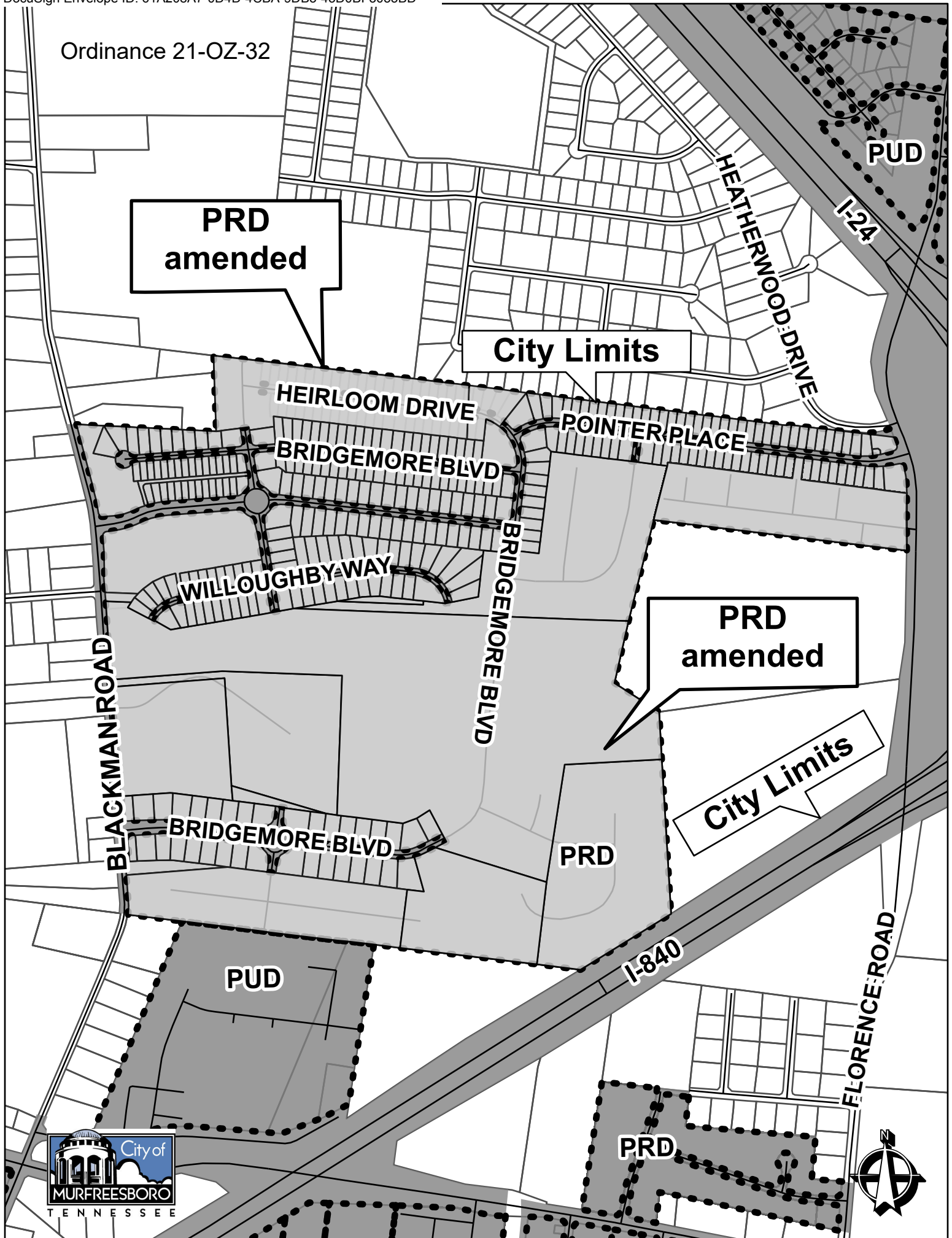
APPROVED AS TO FORM:

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2035E51F8401...  
Adam F. Tucker  
City Attorney

SEAL



Ordinance 21-OZ-32



**PRD  
amended**

**City Limits**

**PUD**

**I-24**

**HEATHERWOOD DRIVE**

**HEIRLOOM DRIVE**

**POINTER PLACE**

**BRIDGEMORE BLVD**

**BRIDGEMORE BLVD**

**WILLOUGHBY WAY**

**PRD  
amended**

**City Limits**

**BLACKMAN ROAD**

**BRIDGEMORE BLVD**

**PRD**

**I-840**

**FLORENCE ROAD**

**PUD**

**PRD**





# COUNCIL COMMUNICATION

**Meeting Date: 11/18/2021**

---

**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 hearing for item "a" below on December 16, 2021. Schedule public hearings for items "b" thru "e" on January 6, 2022.

## Background Information

During its regular meeting on November 3, 2021, the Planning Commission conducted public hearings on the items listed below. Due to a staff oversight in the noticing of these public hearings, they were continued to the November 17, 2021 regular meeting. The Planning Commission is anticipated to vote on these items at that meeting after the public hearings are officially concluded. If any of these items are not recommended for approval by the Planning Commission on November 17<sup>th</sup>, Staff will remove them from the list below prior to the Council meeting.

- a.** Zoning application [2021-424] for approximately 82.5 acres located along Veals Road to be rezoned from RS-6, RS-10, and RS-12 to PRD (Graystone PRD) and approximately 123 acres located along Veals Road and Double Springs Road to be zoned PRD simultaneous with annexation, Meritage Homes applicant.
- b.** Annexation petition and plan of services [2021-512] for approximately 19 acres located along Florence Road, Sharon Arnette, Cynthia Williams, and Deborah Cohen applicants.
- c.** Zoning application [2021-423] for approximately 16.7 acres to be zoned RS-6 and approximately 2.1 acres to be zoned CF simultaneous with annexation located along Florence Road, Alcorn Properties, Inc. applicant.
- d.** Annexation petition and plan of services [2021-511] for approximately 25 acres located along New Salem Highway, Salem Properties, Inc. applicant.
- e.** Zoning application [2021-422] for approximately 2.8 acres located along New Salem Highway to be zoned CH simultaneous with annexation and approximately



22.2 acres to be zoned RS-8 simultaneous with annexation, Salem Properties, Inc. applicant.

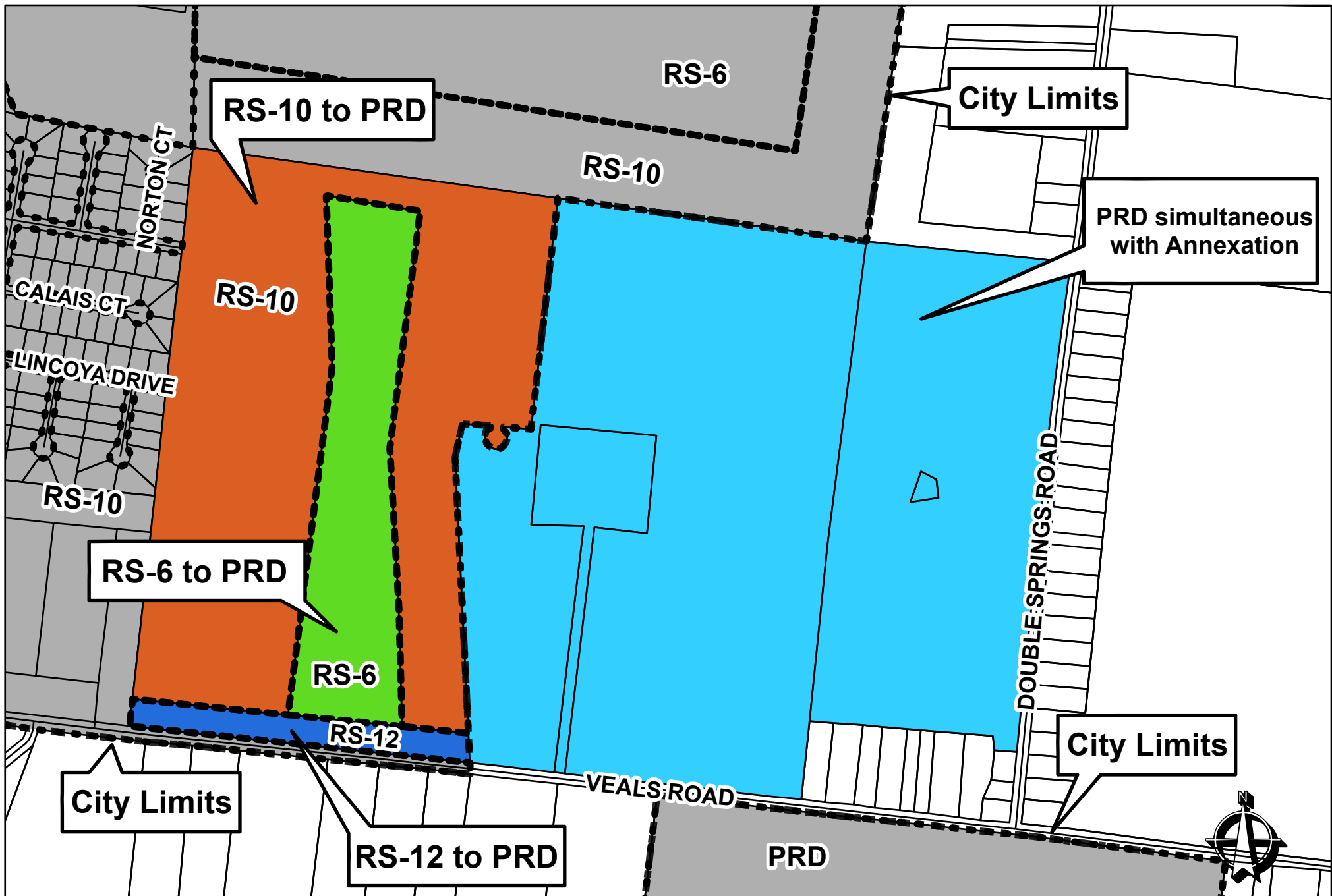
**Fiscal Impact**

Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.

**Attachments:**

1. Map for zoning application for approx. 205.5 acres located along Veals Road and Double Springs Road
2. Map for annexation petition for approx. 19 acres located along Florence Road
3. Map for zoning application for approx. 19 acres located along Florence Road
4. Map for annexation petition for approx. 25 acres located along New Salem Highway
5. Map for zoning application for approx. 25 acres located along New Salem Highway



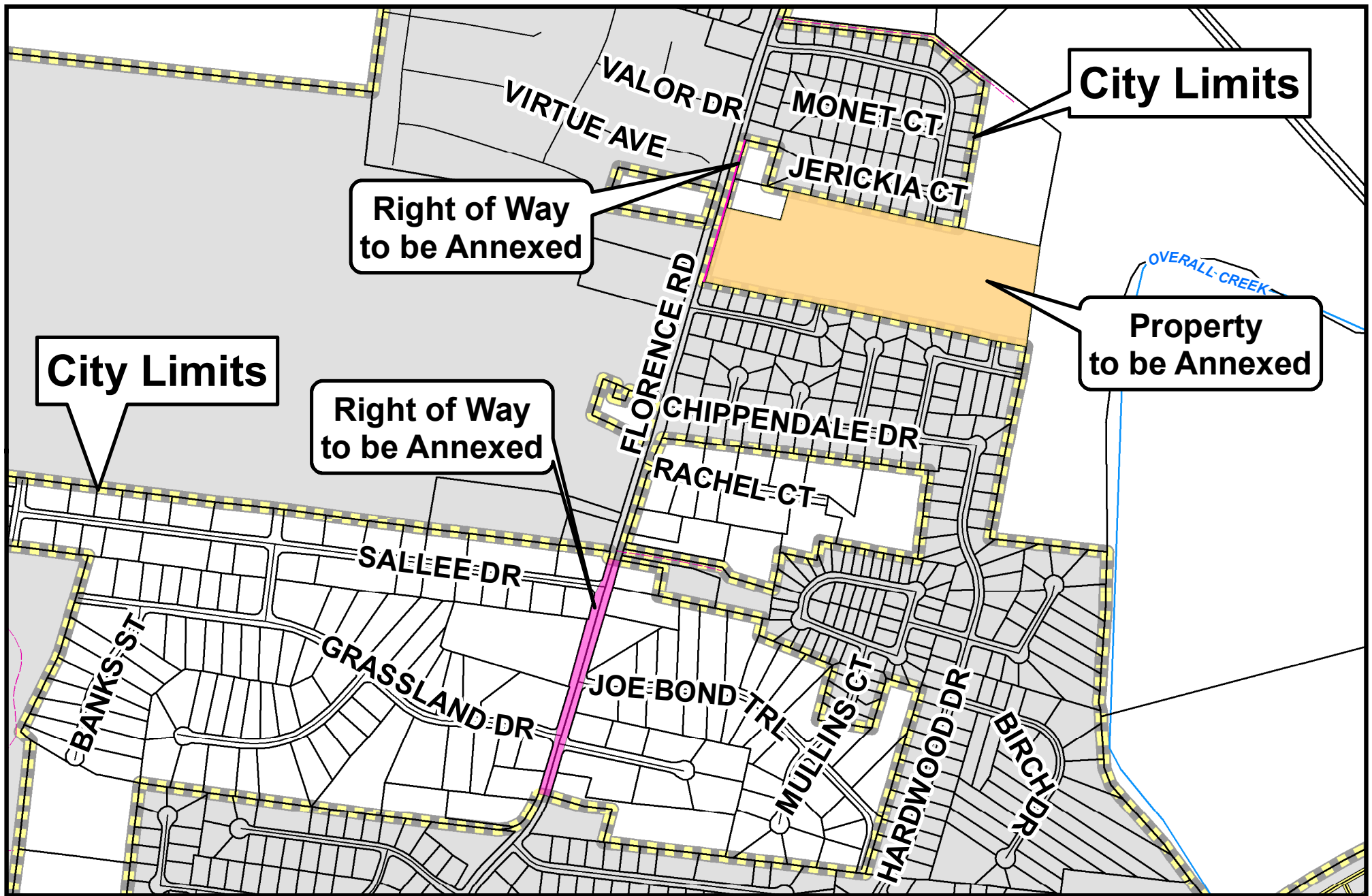


Zoning Request for Property along Veals Road and Double Springs Road.  
 RS-10, RS-6, and RS-12 to PRD (Graystone PRD) and PRD Simultaneous with Annexation

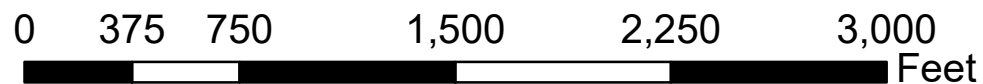
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 US Feet

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



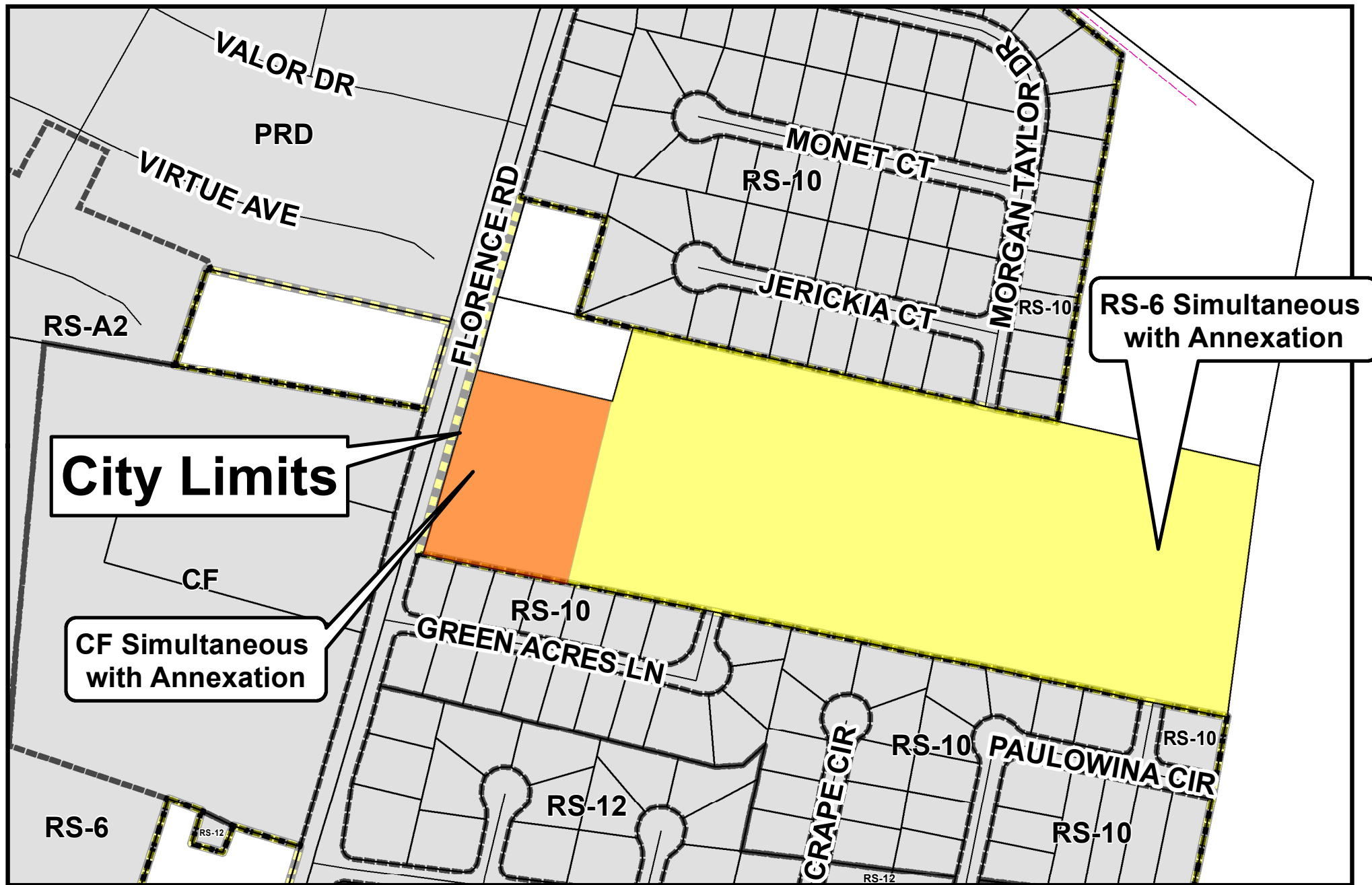


## Annexation Request for Property and Right Of Way along Florence Road

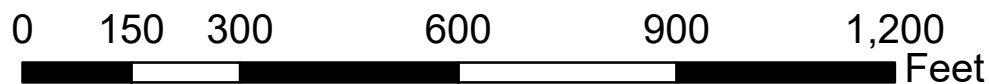


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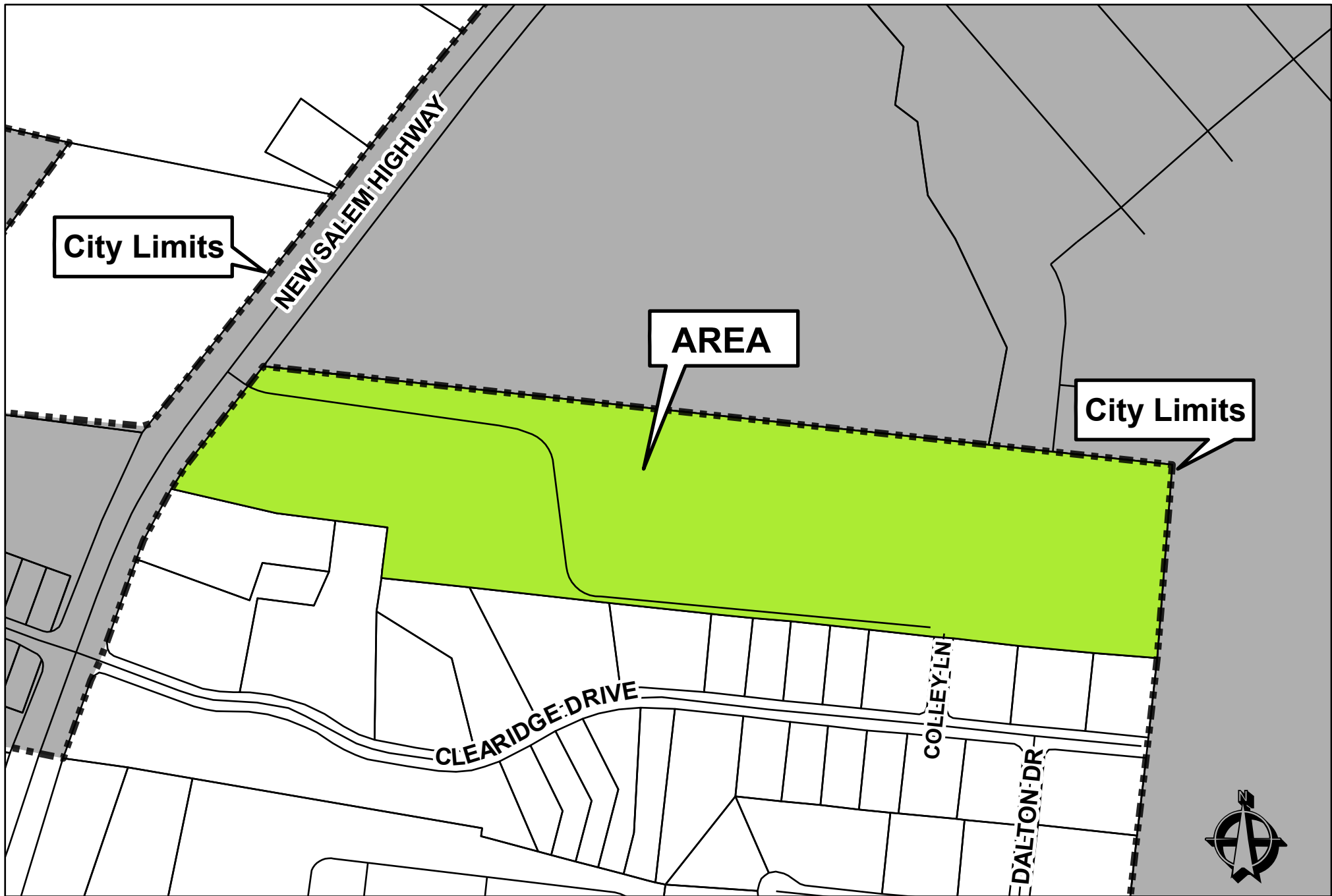


## Zoning Request for Property along Florence Road RS-6 and CF Simultaneous with Annexation

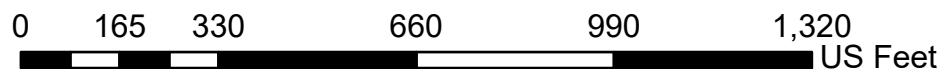


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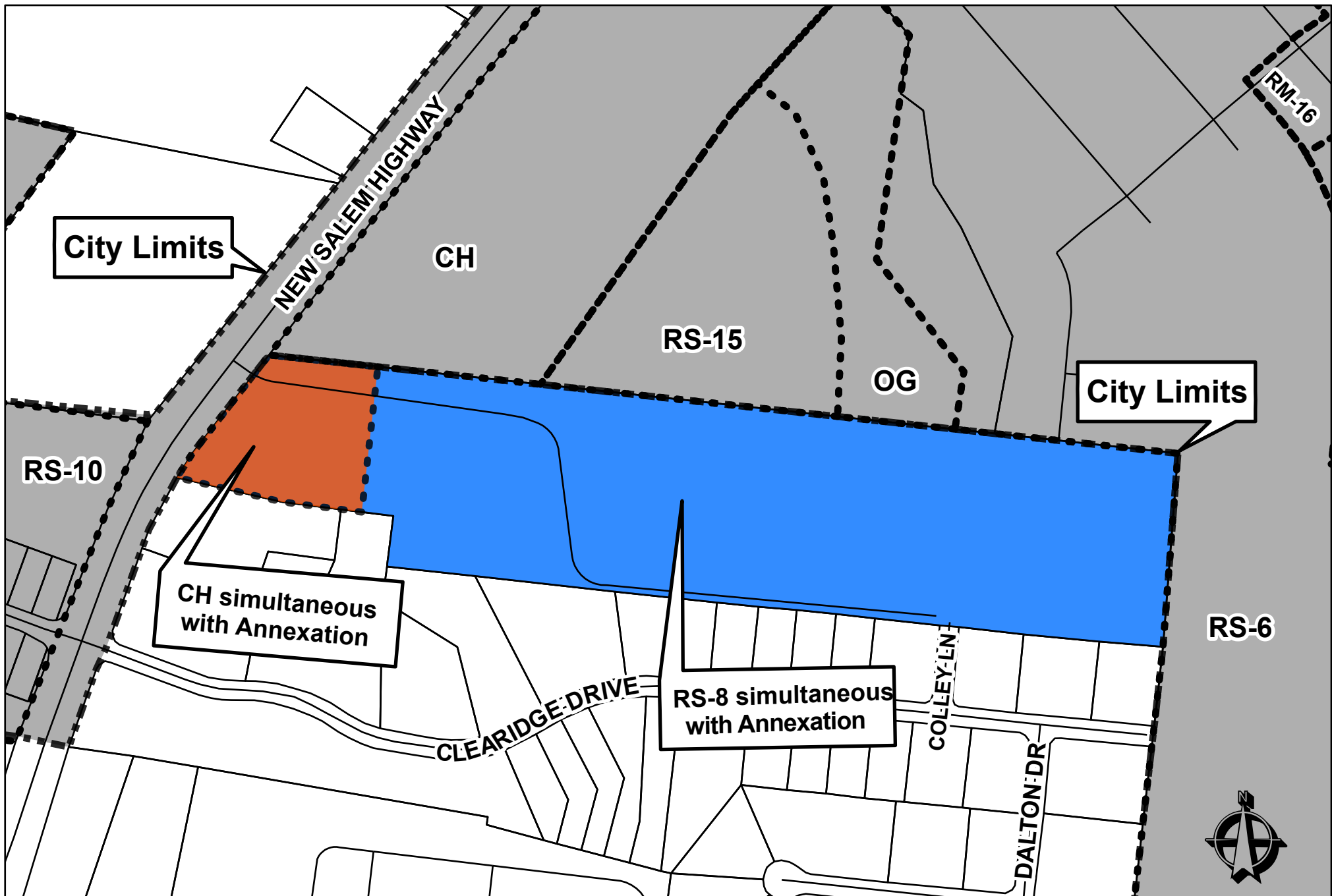


# Annexation Request for Property along New Salem Highway

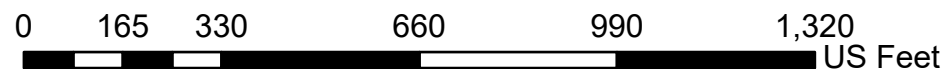


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# Zoning Request for Property along New Salem Highway CH and RS-8 Simultaneous with Annexation



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



# COUNCIL COMMUNICATION

**Meeting Date: 11/18/2021**

---

**Item Title:** FY22 City Schools Budget Amendment # 4

**Department:** City Schools

**Presented by:** Trey Duke, Director

**Requested Council Action:**

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

---

**Summary**

Amendments to the FY22 City Schools budgets in the General Purpose and School Federal Projects funds to address changes in previously approved budgets and to reflect new grant funds.

**Staff Recommendation**

Approve Resolution 21-R-34 amending the FY22 City Schools budgets as presented.

**Background Information**

On November 9, 2021, the MCS Board approved the following budget amendments:

- FY22 General Purpose fund – to budget the remaining amounts of the 2021 Summer Learning Camps and Summer Transportation grants totaling \$490,289. This amendment is necessary since the program crossed two fiscal years. The original grants were approved in May 2021 for the June summer school semester. This does not represent any new money or programmatic changes.
- FY22 Federal Projects fund – to budget a new Title III Immigrant student grant MCS was awarded in the amount of \$22,913. This new federal grant is designed to allow MCS to provide additional services to immigrant students enrolled in the school system by supporting language development.
- FY22 Federal Projects fund – to budget Consolidated Funding Application (CFA) grant funds from last school year and an additional allocation of \$28,417 awarded in October. The CFA includes Title I, Title II, Title III, IDEA Part B and IDEA Preschool programs. The original allocation was approved in May 2021 based on the preliminary allocation provided by the State.

**Council Priorities Served**

*Responsible budgeting*

Presenting budget amendments ensures compliance with state law, School Board policy and City Council policy.



**Fiscal Impact**

Funds will be budgeted in City Schools General Purpose and School Federal Projects funds to address changes to previously approved budgets and to budget new grant awards. No change to fund balance in the General Purpose and School Federal Projects funds.

**Attachments**

1. Resolution 21-R-34
2. MCS Budget Amendments



# COUNCIL COMMUNICATION

**Meeting Date: 11/18/2021**

---

**Item Title:** Contract for Design of Fire Administration Building

**Department:** Administration

**Presented by:** Ron Duggin, Director of Project Development

**Requested Council Action:**

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

---

**Summary**

Contract with CMH architects for design of Fire Administration Building.

**Staff Recommendation:**

Approve contract with CMH Architects.

**Background Information:**

The current building used for Fire Administration is far past its lifecycle and impede planned rehabilitation of the area. A new administration building is planned for the Doug Young Public Safety Training Center. The preliminary design expense for a new Fire Administration Offices is consistent with general expectations for initial design of this type of facility.

**Council Priorities Served:**

*Maintaining public safety*

This administration building, located at the Doug Young Public Safety Training Facility, will provide a central location for all safety training and administration.

**Fiscal Impact:**

The design expense, \$498,550, is funded by the FY22 CIP Budget.

**Attachments:**

CMH Architect proposal.





# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the    day of November in the year 2021  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Murfreesboro, Tennessee a municipality organized under the laws of the State of Tennessee  
111 West Vine Street  
Murfreesboro, Tennessee 37130

and the Architect:  
(Name, legal status, address and other information)

CMH Architects  
1800 International Park Drive  
Suite 300  
Birmingham, Alabama 35243

for the following Project:  
(Name, location and detailed description)

New Murfreesboro Fire Rescue Administration Building  
Doug Young Public Safety Training Facility  
Murfreesboro, Tennessee  
CMH Project No. 1656/A2  
Full Bid/Construction Documents

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The project consists of a two-story, ±22,000 SF building to be located at the Doug Young Public Safety Training Center at the intersection of Bridge Ave. and New Salem Rd. The building will house Murfreesboro Fire Rescue Department administration space and provide facilities for classroom and lab training and education.

Building design scope of work will include architectural, structural, mechanical/plumbing/fire protection and electrical engineering services. Architectural will further include basic interior design relative to space planning and finish selection. Bid/construction documents will include use of standardized front end specifications and project manual requirements, as well as other specs and drawings as needed for the scope of the individual project. Services will also include preparation of estimated construction budget based on final design to verify compatibility with Owner's approved budget and available funds.

Site design scope of work includes boundary and topographic survey services and production of civil engineering construction documents. It also includes landscape, irrigation, and photometric plans as required.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*



The project consists of a two-story, ±22,000 SF building to be located at the Doug Young Public Safety Training Center at the intersection of Bridge Ave. and New Salem Rd. The building will house Murfreesboro Fire Rescue Department administration space and provide facilities for classroom and lab training and education.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total and, if known, a line item breakdown.)

Conceptual construction budget is \$6,000,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:  
04/01/2022 for Bid/Construction Documents
- .2 Construction commencement date:  
06/11/2022
- .3 Substantial Completion date or dates:  
06/01/2023
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Single-bid construction package

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

Ron Duggin, Director, Project Development  
City of Murfreesboro  
111 West Vine St  
Murfreesboro, TN 37130  
Tel: 615-542-7640  
Email: rduggin@murfreesborotn.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Init.



*(List name, address, and other contact information.)*

**§ 1.1.9** The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer:

TTL  
5010 Linbar Drive  
Suite 153  
Nashville, TN 37211  
615-331-7770

**.2** Civil Engineer:

**.3** Other, if any:  
*(List any other consultants and contractors retained by the Owner.)*

ADS Security  
3001 Armory Drive  
Suite 100  
Nashville, TN 37204  
1-866-837-8110

LandLink  
1513 W College  
Murfreesboro, TN 37129

Nashville Office Interiors  
611 3<sup>rd</sup> Avenue S.  
Nashville, TN 37210

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Blake Nelson, Senior Vice President  
CMH Architects, Inc.  
1800 International Park Drive  
Ste 300  
Birmingham, Alabama 35243  
Tel: 205-969-2696  
Email: bnelson@cmharch.com

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*



§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

.4 Civil Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

Architect's scope of work, as set forth in further detail in Article 3, will include architectural, structural, mechanical/plumbing/fire protection, and electrical engineering services. Architectural will further include basic interior design relative to space planning and finish selection. Bid/construction documents will include use of standardized front-end specifications and project manual requirements, as well as other specs and drawings as needed for the scope of the individual project. Services will also include preparation of estimated construction budget based on final design to verify compatibility with Owner's approved budget and available funds.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.



## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. Architect shall not cancel or modify an insurance coverage required by this Agreement without providing Owner with at least 30-days' prior written notice.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand Dollars (\$ 100,000.00 ) each accident, One Hundred Thousand Dollars (\$ 100,000.00 ) each employee, and One Hundred Thousand Dollars ( \$ 100,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.



**§ 2.5.9 Indemnification.** The Architect agrees to indemnify, save and hold harmless the Owner, its officials, officers, and employees, from any and all claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner arise out of or result from Architect's negligent acts or omissions or intentional misconduct in performing work under this Agreement, except to the extent that such claims arise from the negligent acts or omissions of the City or its employees and agents. Architect's obligation to indemnify, save and hold harmless the Owner shall not be limited to the amount of insurance actually secured under this Agreement, including any insurance above the minimum required, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses and attorneys' fees.

**§ 2.6** The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall exercise due professional care in endeavoring to comply with the requirements imposed by governmental authorities having jurisdiction over the Project, including, but not limited to, applicable ADA standards. The Architect shall use the standard care ordinarily utilized by other architects designing projects under the applicable standards and in identifying requirements imposed by governmental authorities. The Architect shall also identify to the Owner requirements that may be interpreted as conflicting with other requirements imposed by law.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall review thoroughly the services and information for completeness and sufficiency, and provide timely written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.1.7** The Architect shall assist the Owner in determining allowable construction time and amount of liquidated damages.

**§ 3.1.8** In accordance with the standard of care, The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, by Architect's consultants, or by others. If preliminary or design development Work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier Work when Architect performs subsequent phases of the basic services called for under



this Agreement, as fully as if the preliminary, schematic, and design development Work had been performed by the Architect itself. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

**§ 3.1.9 Trips made by the architect and its consultants will be provided during the design as needed and during construction to observe the progress of the work as follows:**

Architect	12 Trips
Structural Engineer	2 Trip
HVAC, Plumbing and Fire Protection Engineer	2 Trip
Electrical Engineer	2 Trip

**Additional trips can be provided on a mutually-agreeable basis if and when required.**

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Owner's approval of the documents must be in writing to be binding against either party.

**§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe



the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Owner's approval of the documents must be in writing to be binding against either party.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, inform the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time, and take any action required under Section 6.5, and request the Owner's written approval. Owner's approval of the documents must be in writing to be binding against either party. The Architect will also ascertain that all elements of the construction documents specific to the Owner's requirements, including modifications to the General Conditions, are correctly contained within the construction documents prior to bidding.

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:



- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall be responsible for conducting progress meetings not less than monthly or as needed and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits,



the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect and Owner shall have the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or timely so as not to affect the Contract Time or the Contract Sum.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents. The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents; provided however, the Owner, with advice and assistance from the Architect, shall make final decisions on matters relating to aesthetic effect.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, in a timely manner so as not to affect the Contract Time or the Contract Sum.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and



installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall timely report to Owner, in writing, those minor changes in the Work authorized by Architect pursuant to this section. If the Architect and the Owner determine that the implementation of the requested change would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner who may authorize further investigation of such change.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work. Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

- .1 confirm proposed change is a material change to the Contract;
- .2 confirm appropriate credits are included for Work not completed;
- .3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and
- .4 confirm that the appropriate back up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.



§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall review, approve, and forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and the Contractor to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect's Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect's Basic Services
§ 4.1.1.3 Measured drawings	Architect's Basic Services
§ 4.1.1.4 Existing facilities surveys	NA
§ 4.1.1.5 Site evaluation and planning	NA
§ 4.1.1.6 Building Information Model management responsibilities	NA
§ 4.1.1.7 Development of Building Information Models for post construction use	NA
§ 4.1.1.8 Civil engineering	Architect's Supplemental Services
§ 4.1.1.9 Landscape design	Architect's Supplemental Services
§ 4.1.1.10 Architectural interior design	Architect's Basic Services
§ 4.1.1.11 Value analysis	NA
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NA
§ 4.1.1.13 On-site project representation	NA
§ 4.1.1.14 Conformed documents for construction	NA
§ 4.1.1.15 As-designed record drawings	NA
§ 4.1.1.16 As-constructed record drawings	NA
§ 4.1.1.17 Post-occupancy evaluation	NA
§ 4.1.1.18 Facility support services	NA

Init.



Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.19 Tenant-related services	NA
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NA
§ 4.1.1.21 Telecommunications/data design	Architect's Basic Services
§ 4.1.1.22 Security evaluation and planning	Architect's Basic Services
§ 4.1.1.23 Commissioning	NA
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NA
§ 4.1.1.25 Fast-track design services	NA
§ 4.1.1.26 Multiple bid packages	NA
§ 4.1.1.27 Historic preservation	NA
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	NA
§ 4.1.1.30 Other Supplemental Services	NA
	NA

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

NA

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the

Init.



- applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
  - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
  - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .9 Evaluation of the qualifications of entities providing bids or proposals;
  - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
  - .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 12 ( twelve ) visits to the site by the Architect or architects' consultants during construction
- .3 1 ( one ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 1 ( one ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

#### **§ 4.2.5 [Intentionally Omitted]**

### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.



§ 5.2 The Owner, with the Architect's assistance, shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner may elect to furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Owner may, in its sole discretion, request that the Architect secure these services by contracting with a third party.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 Unless otherwise provided in this Agreement, the Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.



§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 Consistent and in accordance with the applicable standard of care owed by Architect, the Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect. The Owner shall provide timely written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall timely notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

*(Paragraph deleted)*

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect, in consultation with the Owner, shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.



§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 undertake a good faith effort to obtain necessary and timely approval of Council for an increase in the budget for the Cost of the Work, as may be necessary, and then if approval is timely obtained, give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.2, the Architect, without additional compensation, shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work, and shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. The modification of such documents and the rebidding or renegotiating of the Project shall be the limit of the Architect's responsibility under Section 6.6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive, irrevocable, royalty-free, right and license to use the Architect's Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas; any future renovation, addition, or alteration to the Project; and any future maintenance or operations issue as it pertains to the Project. Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such use.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.



§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable Tennessee law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court whose jurisdiction includes Rutherford County, Tennessee
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.



### § 8.3 [Intentionally Omitted]

*(Paragraphs deleted)*

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments of undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, in accordance herewith, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and shall negotiate with the Owner any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect for expenses incurred in the interruption and resumption of the Architect's services. The Owner and the Architect shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules for completion.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred and unpaid.

### § 9.7

*(Paragraphs deleted)*

**[Intentionally Omitted]**

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.9 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.



§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall immediately report to the Owner's project manager the presence, handling, removal or disposal of, or exposure of persons to and location of any hazardous material which it discovers.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing, the Owner may disclose any information specifically required by law.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

### .1 Stipulated Sum

Init.



(Insert amount)

**.2 Percentage Basis**  
(Insert percentage value)

Five and Nine Tenths (5.9 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

**.3 Other**  
(Describe the method of compensation)

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus  
(Paragraphs deleted)  
Five and nine tenths percent ( 5.9.

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase & Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Sixty-five	percent (	65	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.



§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The Architect's rates and multiples for service as set forth in this Agreement shall remain in effect for the life of this Agreement unless unforeseen events which are not the fault of the Architect delay the Project completion. In such event, an equitable adjustment in the Architect's rates may be negotiated with the Owner.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

NA

**Employee or Category**

**Rate (\$0.00)**

N/A

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence, reimbursed, respectively, at current approved IRS mileage rates and U.S. GSA per diem rates for Murfreesboro, TN;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

NA

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1 [Intentionally Omitted]**

**§ 11.10.1.2 [Intentionally Omitted]**

**§ 11.10.2 Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Init.



*(Insert rate of monthly or annual interest agreed upon.)*

Prime Rate plus Three percent ( 3 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect. In the event of any conflict between the terms of this AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect and any Exhibit, the terms of this Standard Form Agreement shall prevail.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2

*(Paragraphs deleted)*

Exhibits:

*(Paragraphs deleted)*

None

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

Shane McFarland, Mayor

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Blake Nelson, Senior Vice President

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

APPROVED AS TO FORM:

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



# **Additions and Deletions Report for**

## **AIA<sup>®</sup> Document B101<sup>™</sup> – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:23:51 ET on 11/12/2021.

### **PAGE 1**

**AGREEMENT** made as of the    day of November in the year 2021

...

City of Murfreesboro, Tennessee a municipality organized under the laws of the State of Tennessee  
111 West Vine Street  
Murfreesboro, Tennessee 37130

...

CMH Architects  
1800 International Park Drive  
Suite 300  
Birmingham, Alabama 35243

...

New Murfreesboro Fire Rescue Administration Building  
Doug Young Public Safety Training Facility  
Murfreesboro, Tennessee  
CMH Project No. 1656/A2  
Full Bid/Construction Documents

### **PAGE 2**

The project consists of a two-story, ±22,000 SF building to be located at the Doug Young Public Safety Training Center at the intersection of Bridge Ave. and New Salem Rd. The building will house Murfreesboro Fire Rescue Department administration space and provide facilities for classroom and lab training and education.

Building design scope of work will include architectural, structural, mechanical/plumbing/fire protection and electrical engineering services. Architectural will further include basic interior design relative to space planning and finish selection. Bid/construction documents will include use of standardized front end specifications and project manual requirements, as well as other specs and drawings as needed for the scope of the individual project. Services will also include preparation of estimated construction budget based on final design to verify compatibility with Owner's approved budget and available funds.

Site design scope of work includes boundary and topographic survey services and production of civil engineering construction documents. It also includes landscape, irrigation, and photometric plans as required.

### **PAGE 3**

The project consists of a two-story, ±22,000 SF building to be located at the Doug Young Public Safety Training Center at the intersection of Bridge Ave. and New Salem Rd. The building will house Murfreesboro Fire Rescue Department administration space and provide facilities for classroom and lab training and education.



...

Conceptual construction budget is \$6,000,000.00

...

04/01/2022 for Bid/Construction Documents

...

06/11/2022

...

06/01/2023

...

Single-bid construction package

...

Ron Duggin, Director, Project Development  
City of Murfreesboro  
111 West Vine St  
Murfreesboro, TN 37130  
Tel: 615-542-7640  
Email: rduggin@murfreesborotn.gov

**PAGE 4**

TTL  
5010 Linbar Drive  
Suite 153  
Nashville, TN 37211  
615-331-7770

...

*(List any other consultants and contractors retained by the Owner.)*

ADS Security  
3001 Armory Drive  
Suite 100  
Nashville, TN 37204  
1-866-837-8110

LandLink  
1513 W College  
Murfreesboro, TN 37129

Nashville Office Interiors  
611 3<sup>rd</sup> Avenue S.  
Nashville, TN 37210

...



Blake Nelson, Senior Vice President  
CMH Architects, Inc.  
1800 International Park Drive  
Ste 300  
Birmingham, Alabama 35243  
Tel: 205-969-2696  
Email: bnelson@cmharch.com  
**PAGE 5**

.3 Electrical Engineer:

...

.4 Civil Engineer:

.3 Electrical Engineer:

...

N/A

...

Architect's scope of work, as set forth in further detail in Article 3, will include architectural, structural, mechanical/plumbing/fire protection, and electrical engineering services. Architectural will further include basic interior design relative to space planning and finish selection. Bid/construction documents will include use of standardized front-end specifications and project manual requirements, as well as other specs and drawings as needed for the scope of the individual project. Services will also include preparation of estimated construction budget based on final design to verify compatibility with Owner's approved budget and available funds.

**PAGE 6**

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. Architect shall not cancel or modify an insurance coverage required by this Agreement without providing Owner with at least 30-days' prior written notice.

**§ 2.5.1** Commercial General Liability with policy limits of not less than (\$ —) for each occurrence and (\$ — One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

**§ 2.5.5** Employers' Liability with policy limits not less than One Hundred Thousand Dollars (\$ 100,000.00 ) each accident, One Hundred Thousand Dollars (\$ 100,000.00 ) each employee, and One Hundred Thousand Dollars (\$ 100,000.00 ) policy limit.



**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$ ) per claim and (\$ ) One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00)~~ in the aggregate.

**PAGE 7**

**§ 2.5.9 Indemnification.** The Architect agrees to indemnify, save and hold harmless the Owner, its officials, officers, and employees, from any and all claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner arise out of or result from Architect's negligent acts or omissions or intentional misconduct in performing work under this Agreement, except to the extent that such claims arise from the negligent acts or omissions of the City or its employees and agents. Architect's obligation to indemnify, save and hold harmless the Owner shall not be limited to the amount of insurance actually secured under this Agreement, including any insurance above the minimum required, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses and attorneys' fees.

**§ 2.6** The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall exercise due professional care in endeavoring to comply with the requirements imposed by governmental authorities having jurisdiction over the Project, including, but not limited to, applicable ADA standards. The Architect shall use the standard care ordinarily utilized by other architects designing projects under the applicable standards and in identifying requirements imposed by governmental authorities. The Architect shall also identify to the Owner requirements that may be interpreted as conflicting with other requirements imposed by law.

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

...

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt review thoroughly the services and information for completeness and sufficiency, and provide timely written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

...

**§ 3.1.7** The Architect shall assist the Owner in determining allowable construction time and amount of liquidated damages.

**§ 3.1.8** In accordance with the standard of care, The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, by Architect's consultants, or by others. If preliminary or design development Work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier Work when Architect performs subsequent phases of the basic services called for under this Agreement, as fully as if the preliminary, schematic, and design development Work had been performed by the Architect itself. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

**§ 3.1.9** Trips made by the architect and its consultants will be provided during the design as needed and during construction to observe the progress of the work as follows:

<u>Architect</u>	<u>12 Trips</u>
<u>Structural Engineer</u>	<u>2 Trip</u>
<u>HVAC, Plumbing and Fire Protection Engineer</u>	<u>2 Trip</u>
<u>Electrical Engineer</u>	<u>2 Trip</u>



Additional trips can be provided on a mutually-agreeable basis if and when required.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

...

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Owner's approval of the documents must be in writing to be binding against either party.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Owner's approval of the documents must be in writing to be binding against either party.

...

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, inform the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time, and take any action required under Section 6.5, and request the Owner's written approval. Owner's approval of the documents must be in writing to be binding against either party. The Architect will also ascertain that all elements of the construction documents specific to the Owner's requirements, including modifications to the General Conditions, are correctly contained within the construction documents prior to bidding.

PAGE 10

§ 3.6.1.4 The Architect shall be responsible for conducting progress meetings not less than monthly or as needed and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner.

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect ~~has~~ and Owner shall have the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not



the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or ~~otherwise with reasonable promptness~~ timely so as not to affect the Contract Time or the Contract Sum.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents ~~and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's Documents. The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents; provided however, the Owner, with advice and assistance from the Architect, shall make final decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents effect.~~

#### PAGE 11

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold ~~approval of the schedule, approval.~~ The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, ~~with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review in a timely manner~~ so as not to affect the Contract Time or the Contract Sum.

#### PAGE 12

§ 3.6.5.1 The Architect may ~~order~~ authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, ~~4.3,~~ the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall timely report to Owner, in writing, those minor changes in the Work authorized by Architect pursuant to this section. If the Architect and the Owner determine that the implementation of the requested change would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner who may authorize further investigation of such change.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

- .1 confirm proposed change is a material change to the Contract;
- .2 confirm appropriate credits are included for Work not completed;
- .3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and
- .4 confirm that the appropriate back up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.

#### PAGE 13

§ 3.6.6.4 The Architect shall review, approve, and forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and the Contractor to review the facility operations and performance.



...

§ 4.1.1.1	Programming	<u>Architect's Basic Services</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect's Basic Services</u>
§ 4.1.1.3	Measured drawings	<u>Architect's Basic Services</u>
§ 4.1.1.4	Existing facilities surveys	<u>NA</u>
§ 4.1.1.5	Site evaluation and planning	<u>NA</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>NA</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>NA</u>
§ 4.1.1.8	Civil engineering	<u>Architect's Supplemental Services</u>
§ 4.1.1.9	Landscape design	<u>Architect's Supplemental Services</u>
§ 4.1.1.10	Architectural interior design	<u>Architect's Basic Services</u>
§ 4.1.1.11	Value analysis	<u>NA</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>NA</u>
§ 4.1.1.13	On-site project representation	<u>NA</u>
§ 4.1.1.14	Conformed documents for construction	<u>NA</u>
§ 4.1.1.15	As-designed record drawings	<u>NA</u>
§ 4.1.1.16	As-constructed record drawings	<u>NA</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>NA</u>
§ 4.1.1.18	Facility support services	<u>NA</u>
§ 4.1.1.19	Tenant-related services	<u>NA</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>NA</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect's Basic Services</u>
§ 4.1.1.22	Security evaluation and planning	<u>Architect's Basic Services</u>
§ 4.1.1.23	Commissioning	<u>NA</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>NA</u>
§ 4.1.1.25	Fast-track design services	<u>NA</u>
§ 4.1.1.26	Multiple bid packages	<u>NA</u>
§ 4.1.1.27	Historic preservation	<u>NA</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>NA</u>
§ 4.1.1.30	Other Supplemental Services	<u>NA</u>
		<u>NA</u>

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N/A

...

NA

PAGE 15

.2 12 ( twelve ) visits to the site by the Architect or architects' consultants during construction



- ...  
3    1 ( one ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents  
4    1 ( one ) inspections for any portion of the Work to determine final completion.  
...

~~§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~ **Intentionally Omitted**

PAGE 16

~~§ 5.2 The Owner~~ Owner, with the Architect's assistance, shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.  
...

§ 5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

~~§ 5.5 The Owner shall~~ may elect to furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Owner may, in its sole discretion, request that the Architect secure these services by contracting with a third party.  
...

~~§ 5.8 The~~ Unless otherwise provided in this Agreement, the Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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~~§ 5.11 The Owner shall provide prompt~~ Consistent and in accordance with the applicable standard of care owed by Architect, the Owner shall be entitled to rely on the accuracy and completeness of services and information provided



by the Architect. The Owner shall provide timely written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly timely notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

...

~~§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

...

§ 6.3 In preparing estimates of the Cost of Work, the ~~Architect~~ Architect, in consultation with the Owner, shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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- .1 undertake a good faith effort to obtain necessary and timely approval of Council for an increase in the budget for the Cost of the Work, as may be necessary, and then if approval is timely obtained, give written approval of an increase in the budget for the Cost of the Work;

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, ~~the Architect shall modify the Construction Documents 6.6.2, the Architect, without additional compensation, shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents Work, and shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. The modification of such documents and the rebidding or renegotiating of the Project shall be the limit of the Architect's responsibility under this Article 6. Section 6.6.~~

...

§ 7.3 ~~The~~ Upon execution of this Agreement, the Architect grants to the Owner a ~~nonexclusive nonexclusive,~~ irrevocable, royalty-free, right and license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, ~~obligations,~~ including prompt payment of all sums due pursuant to Article 9 and Article 11. ~~when due, under this Agreement.~~ The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service,



subject to any protocols established pursuant to Section 1.3, Service solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~ Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas; any future renovation, addition, or alteration to the Project; and any future maintenance or operations issue as it pertains to the Project. Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~ use.

PAGE 19

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action ~~against the other and action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Tennessee law.

...

[ ☒ ] Litigation in a court of competent jurisdiction whose jurisdiction includes Rutherford County, Tennessee

PAGE 20

### § 8.3 Arbitration ~~[Intentionally Omitted]~~

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration



permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

**§ 9.1** If the Owner fails to make payments of undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, in accordance herewith, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and shall negotiate with the Owner any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the ~~Project~~, Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, ~~the Architect shall be compensated the Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect for expenses incurred in the interruption and resumption of the Architect's services. The Owner and the Architect shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules shall be equitably adjusted for completion.~~

...

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, termination and Reimbursable Expenses incurred and unpaid.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

**[Intentionally Omitted]**

...



§ 9.9 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

PAGE 21

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall immediately report to the Owner's project manager the presence, handling, removal or disposal of, or exposure of persons to and location of any hazardous material which it discovers.

...

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing, the Owner may disclose any information specifically required by law.

PAGE 22

(~~Five and Nine Tenths (5.9)~~) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (—%), or as follows:~~  
(~~Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.~~)

Five and nine tenths percent ( 5.9.

...

Schematic Design Phase &		<del>percent (—</del>		<del>%)</del>
Design Development Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Construction Documents	<u>Sixty-five</u>	percent (	<u>65</u>	%)
Phase				
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)

PAGE 23

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. Architect's rates and multiples for service as set forth in this Agreement shall remain in effect for the life of this Agreement unless unforeseen events which are not the fault of the Architect delay the Project completion. In such event, an equitable adjustment in the Architect's rates may be negotiated with the Owner.

...

NA



...

N/A

...

- .1 Transportation and authorized out-of-town travel and ~~subsistence~~; subsistence, reimbursed, respectively, at current approved IRS mileage rates and U.S. GSA per diem rates for Murfreesboro, TN;
- ...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

...

NA

...

§ 11.10.1.1 An initial payment of ~~(\$ —)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. *[Intentionally Omitted]*

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~(\$ —)~~ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. *[Intentionally Omitted]*

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(—)~~ Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 24

Prime Rate plus Three percent ( 3 %

...

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect. In the event of any conflict between the terms of this AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect and any Exhibit, the terms of this Standard Form Agreement shall prevail.

...

- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
— *(Insert the date of the E203–2013 incorporated into this agreement.)*

— Exhibits:



(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ ~~—~~ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204 2017 incorporated into this agreement.)

\_\_\_\_\_

☐ ~~—~~ Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits  
and scopes of services identified as exhibits in Section 4.1.2.)

\_\_\_\_\_

~~4~~ — Other documents:  
(List other documents, if any, forming part of the Agreement.)

None

...

Shane McFarland, Mayor

Blake Nelson, Senior Vice President

...

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney



## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Shane McFarland, Mayor, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:23:51 ET on 11/12/2021 under Order No. 2705956690 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



# COUNCIL COMMUNICATION

**Meeting Date: 11/18/2021**

---

**Item Title:** Stop Loss Insurance for Health Insurance Claims

**Department:** Human Resources

**Presented by:** Randolph Wilkerson, Employee Services 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**

Retention of stop loss insurance for the City's self-funded health plan.

**Staff Recommendation**

Approve the agreement with Blue Re of Tennessee for purchase of stop loss insurance.

**Background Information**

This is a renewal of our current contract with the City for stop loss coverage. The City received the renewal contract from BlueRe of Tennessee, which was accepted contingent on Council approval of the proposed agreement.

The coverage provides insurance above \$150,000 on individual claims and \$200,000 aggregating specific deductible. The single rate is \$27.43 and a family rate of \$77.84. This proposal includes no contingencies and a 45% rate cap maximum increase at renewal. Additionally, the proposal contains no provisions for coverage attachment points for certain plan members based on their prior claims experience. An agreement for coverage has been provided to the City.

**Council Priorities Served**

*Responsible budgeting*

Stop Loss Insurance for its employee health insurance benefits provides an appropriate level of coverage for the City's self-funded health insurance fund, which prudently manages the risk associated with this fund and assists with responsible budgeting.

**Fiscal Impact**

The cost of coverage, approximately \$880,000, is dependent upon the number of individuals covered and is paid from premiums made to the Health Insurance Fund.

**Attachments**

Stop Loss Agreement





1 Cameron Hill Circle, Chattanooga, TN 37402

# STOP LOSS INSURANCE PROPOSAL FOR:

## City of Murfreesboro

Proposal #: SLP446687

Plans Administered by Blue Cross Blue Shield of Tennessee

BCBST Networks Utilized: Network P  
BCBST Representative: Brian Turner  
Broker: Holt, Heath

Proposal Date: 10/11/2021

Valid Through: 10/31/2021

Effective Date: 01/01/2022

Contract Duration: 12 Months

### SPECIFIC STOP LOSS COVERAGE

	Option 1	Option 2	Option 3
Basis Of Coverage	120/12	120/12	120/12
Specific Attachment Point	\$150,000	\$175,000	\$200,000
Aggregating Specific Deductible	\$200,000	\$200,000	\$200,000
Coverage To Be Included	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Specific Policy Period Maximum Reimbursement	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited
Rate Per Month			
Covered Units			
Single	588		
Family	735		
Total Lives	1,323		
	\$27.43	\$25.03	\$22.83
	\$77.84	\$71.28	\$66.16
Estimated Monthly Premium	\$73,341	\$67,108	\$62,052
Estimated Annual Premium	\$880,095	\$805,301	\$744,620
Rate(s) includes Commissions of	0.00%	0.00%	0.00%

Plans Administered by:







1 Cameron Hill Circle, Chattanooga, TN 37402

## STOP LOSS INSURANCE PROPOSAL FOR:

**City of Murfreesboro**

Proposal #:

SLP446687

### UNDERWRITING NOTES:

We have reviewed your paid claims, prognosis and case management information through 09/30/2021. The attached proposal is a firm offer. You must acknowledge acceptance of the terms in this proposal by returning a signed copy no later than the end of the business day on 10/31/2021. Please indicate which option is chosen. Failure to remit the signed proposal by 10/31/2021 will require submitting updated claims information for our review.

NOTE: The actual Excess Loss contract type on this case is 114/12 (not 120/12 as indicated on Page 1). Claims incurred July 1, 2013 through December 31, 2022 and Paid January 1, 2022 through December 31, 2022.

The actual Excess Loss contract type on the Murfreesboro Electric Department retirees on this case are incurred in 37 months and Paid in 12 months. Claims Incurred from 12/1/2019 through 12/31/2022 and Paid from 01/01/2022 through 12/31/2022.

There are some items that are important for you to remember as you review our proposal:

- a. Outstanding contingencies must be received no later than 7 days after the effective date.
- b. A 45% Specific Stop Loss Rate Cap with no new lasers at renewal is included in this proposal. If the group renews with us the Specific Stop loss rates will increase no more than 45% over the 01-01-2022 rates and no new lasers will be added unless requested by the policyholder or administrator. The Specific Stop Loss Rate Cap Option also applies to the Aggregating Specific deductible. The Specific Stop Loss Rate Cap assumes there are no material changes to the groups plan such as revisions in the plan design, the specific deductible, contract change, commissions or PPO network. The Specific Rate Cap only applies to the group's next renewal, not subsequent renewals. Future Specific Rate Caps are subject to our underwriting discretion.

### Assumptions:

1. Specific coverage includes Medical & Rx benefits.
2. Our proposal assumes that the number in each benefit plan option will remain the same or within 10% of current enrollment. We reserve the right to re-rate this proposal if the benefit plan enrollment changes more than 10%.
3. The PPO to be utilized for the proposed coverage period is reflected on page 1 of this proposal. If the PPO differs from what is stated, rates and/or factors in this proposal are subject to change.
4. Our contract assumes that the policyholder's benefit plan document is in compliance with all applicable legislation. A valid copy of the benefit plan must be received within 45 days of the effective date. No policy will be issued or claim paid until the benefit plan document has been reviewed and approved by underwriting. Any deviation from the benefit plan upon which the sold proposal was based may result in a change to the terms of coverage.
5. Stop Loss coverage is for non-occupational injuries and illnesses.
6. This proposal expires at the end of the "Valid Through" date stated on Page 1 of the proposal. It is based on the data submitted to us in the prospect specifications. Any inaccuracy in the data will require revised calculations.
7. These rates are based on the "current" plan of benefits.
8. This proposal assumes the continuation of BCBS of Tennessee as the PPO and TPA.
9. Total group enrollment increases or decreases of more than 10% require re-rating.
10. This proposal assumes All retirees are participating in the covered benefit plan and were included in the census and claims provided.
11. The aggregating specific deductible must be satisfied before reimbursement of specific stop loss claims.
12. This proposal assumes that standard BCBST language for transplants has been elected.
13. Applicable state taxes are included in the premium charged. State assessments, if applicable, are not covered and will be billed separately to the policyholder.
14. We elect the Immediate Reimbursement option (if available). It is understood that all premiums and administrative fees related to our stop loss coverage, medical administration and ancillary services will be paid via ACH debit.

Policyholder Initials: \_\_\_\_\_.

### Plans Administered by:



**of Tennessee**





1 Cameron Hill Circle, Chattanooga, TN 37402

# STOP LOSS INSURANCE PROPOSAL FOR:

**City of Murfreesboro**

Proposal #:

SLP446687

Initial the selected proposal option:

	Option 1	Option 2	Option 3
Selection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Initials:

\_\_\_\_\_

This proposal includes a rate page, all accompanying notes, contingencies, assumptions and a signature page. Rates, Deductibles and Factors are based on the data provided to us. Inaccurate or incomplete data may require changes in the terms provided. We will not be bound by clerical or typographical errors contained in this proposal. This quote is subject to all policy provision, limitations, and exclusions. By signing below I confirm that I am authorized to accept the terms of this insurance proposal.

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

APPROVED AS TO FORM

DocuSigned by:

*Adam F. Tucker*

Adam F. Tucker, City Attorney

Plans Administered by:





# COUNCIL COMMUNICATION

Meeting Date: 11/18/2021

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**Item Title:** Retail Liquor Certificate of Compliance – NW Broad Liquor & Spirits

**Department:** Finance

**Presented by:** Jennifer Brown

**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**

Information pertaining to the issuance of a certificate of compliance for a retail liquor store.

**Background Information**

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

A certificate of compliance is requested by Hitendra Patel for the NW Broad Liquor & Spirits at 1160 NW Broad St. Ste. B, which is a new location for retail liquor store. This request complies with statutory requirements.

**Council Priorities Served**

*Maintain public safety*

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

**Attachments**

Summary of Request for Certificate of Compliance for Retail Liquor Store



# City of Murfreesboro

## Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

### Owners/Partners/Stockholders/Officers:

<b>Name</b>	Hitendra Patel
<b>Age</b>	42
<b>Home Address</b>	1150 NW Broad St.
<b>Residency City/State</b>	Murfreesboro, TN 37129
<b>Race/Sex</b>	Asian/M
<b>Background Check Findings:</b>	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

<b>Name of Business</b>	NW Broad Liquor & Wine
<b>Business Location</b>	1160 NW Broad St Ste B

### Type of Application:

<b>New Location</b>	<input checked="" type="checkbox"/>
<b>Ownership Change</b>	<input type="checkbox"/>
<b>Name Change</b>	<input type="checkbox"/>

<b>Corporation</b>	<input checked="" type="checkbox"/>
<b>Partnership</b>	<input type="checkbox"/>
<b>LLC</b>	<input type="checkbox"/>
<b>Sole Proprietor</b>	<input type="checkbox"/>

<b>Application Completed Properly?</b>	Yes
<b>Application Completion Date:</b>	11/10/2021

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



# COUNCIL COMMUNICATION

Meeting Date: 11/18/2021

---

**Item Title:** Purchase of Dell Desktop Computers

**Department:** Police

**Presented by:** Bill Terry, Public Safety IT 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**

Purchase of Dell desktop computers.

**Staff Recommendation**

Approve the purchase of 115 Dell desktop computers from Waypoint.

**Background Information**

MPD has numerous desktop computers purchased in 2015 that are scheduled to be replaced having reached the end of their useful life. Replacements are available via the Wilson County Schools bid contract with Waypoint.

**Council Priorities Served**

*Maintain public safety*

Computer technology is critical equipment to maintain public safety work.

*Responsible Budgeting*

Utilizing a cooperative purchasing contract provides the best competitively bid pricing for the equipment.

**Fiscal Impact**

The expense, \$127,858, is funded in the FY21 CIP Budget.

**Attachments**

Contract with Waypoint Business Solutions, LLC



**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
WAYPOINT BUSINESS SOLUTIONS, LLC  
FOR  
INFORMATION TECHNOLOGY PRODUCTS AND SERVICES**

This Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of November 2021 (the "Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee, ("City") and **WAYPOINT BUSINESS SOLUTIONS, LLC**, a Texas limited liability company, (hereafter referred to as "Waypoint"). City and Waypoint are collectively referred to in this Agreement as the "Parties." This contract consists of the following documents:

- ***Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education;***
- ***Waypoint's Quote #AAAQ11996 dated November 8, 2021; and***
- ***This Agreement***

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

- 1. Any properly executed amendment or change order to this contract (most recent with first priority)***
- 2. This Agreement***
- 3. Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education***
- 4. Waypoint's Quote #AAAQ11996 dated November 8, 2021***

In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

- 1. Scope of Agreement.** This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.
- 2. Duties and Responsibilities of Waypoint.** Waypoint agrees to provide and City agrees to purchase the equipment and services set forth on Waypoint's Quote #AAAQ11996 dated November 8, 2021 from Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education. Waypoint is an Authorized Reseller for Dell on the Wilson County Board of Education Contract.
- 3. Agreement for Services.** In undertaking the work set forth herein, Waypoint must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Waypoint is solely response to any and all taxes imposed upon Waypoint and



acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.

4. **Term.** The term of this contract shall be from March 28, 2019 (the “Effective Date”) to March 27, 2024 (the termination date for the Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education).
5. **Termination.** Waypoint’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 Waypoint, provided that Waypoint 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 Waypoint 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 Waypoint of any liability to the City for damages sustained by virtue of any breach by Waypoint.
  - e. Should the appropriation for Waypoint’s work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Waypoint.
6. **Independent Contractor.** In the performance of this Agreement, Waypoint, together with its staff, is acting as an independent contractor with respect to Waypoint’s performance hereunder and neither Waypoint nor anyone used or employed by Waypoint shall be deemed for any purpose to be the employee, agent, servant or representative of City, and City shall have no direction or control of Waypoint, except in the results obtained.
7. **Payment.**
  - a. **Price.** The price for the goods and other items to be provided under this Agreement is set forth in Waypoint’s Quote #AAAQ11996 dated November 8, 2021, which reflects a total purchase price of \$127,858.15. Any compensation due Waypoint under this 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 Waypoint after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase number. Final payment shall not be made until after performance is complete.
  - b. **Delivery.** Deliveries of all items shall be made within 60 calendar days of order at 1004 North Highland Avenue, Murfreesboro, TN 37130. Contact Person Bill Terry, Public Safety Information Technology Manager, (tel. 615-907-2249; email. [wterry@murfreesborotn.gov](mailto:wterry@murfreesborotn.gov)) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during normal working hours of the City, Monday through Friday. Deliveries of all items shall be



made as stated in Waypoint's Quote #AAAQ11996. Should Waypoint fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. Waypoint shall be responsible for making any and all claims against carriers for missing or damaged items.

- c. **Acceptance.** 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 Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education.
- d. **Purchase Order.** 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. Delivery and freight charges are to be prepaid and included in the purchase price.
- e. **Applicable Taxes.** City is exempt from State sales tax and will issue a tax exemption certificate to Waypoint as requested. City shall not be responsible for any taxes that are imposed on Waypoint. Furthermore, Waypoint understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

**8. Insurance.**

- a. During the term of this Agreement, Waypoint must maintain the following liability insurance policies:
  - i. Commercial general liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - ii. Automobile liability insurance of at least \$1,000,000 per occurrence;
  - iii. Professional (errors and omissions) liability insurance of at least \$1,000,000 per claim and \$1,000,000 aggregate; and
  - iv. Workers' compensation complying with statutory requirements and employer's liability insurance with a limit of \$500,000 per occurrence.
- b. Waypoint will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon; and (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

**9. Confidentiality.**

All information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"),



including, but not limited to information relating to a party's business activities and the results of Work performed by Waypoint pursuant to this Agreement, if disclosed in writing, marked as proprietary or confidential, or if disclosed orally, reduced to writing within thirty (30) days and labeled as proprietary or confidential ("Confidential Information") shall remain the sole property of Disclosing Party. Except for the specific rights granted by this Agreement, Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. Receiving Party shall use the highest commercially reasonable degree of care to protect Disclosing Party's Confidential Information. Receiving Party shall not disclose Confidential Information to any third party without the express written consent of Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who are bound by a written agreement with Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

Upon termination of this Agreement, Receiving Party agrees to cease using any and all materials embodying Confidential Information, and to promptly return such materials to Disclosing Party upon request, or make such other reasonable disposition as Disclosing Party may direct.

**10. WARRANTY.**

- a. **Equipment.** Waypoint does not provide any warranty on any hardware or equipment delivered to City under this Agreement or any Statement of Work (the "Equipment"), and it is delivered to City on an "AS-IS" basis as between City and Waypoint. Waypoint shall assign to City the warranties and indemnities, if any, provided by the manufacturer(s) of such Equipment, to the extent they are assignable by Waypoint, provided however, that City's sole and exclusive remedy for the breach of any such warranty or indemnity shall be against the person offering the warranty or indemnity and not against Waypoint. The on-going warranty for the equipment is provided by the manufacturer (Dell) through the Authorized Reseller (Waypoint). The computers have a five-year ProSupport Plus Plan that covers any part that fails with 7x24 tech support and next day on-site support. The displays have a three-year advanced exchange warranty.

**11. Indemnification.**

- a. **City Indemnity Obligation.** Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Waypoint from any claims arising from any failure, regardless of any language in any attachment or other document that Waypoint may provide.
- b. **Waypoint Indemnity Obligation.** Waypoint shall defend, indemnify and hold harmless City from



any third-party claim or action that the Services, Work, Software or Equipment ("Deliverable") delivered by Waypoint pursuant to this Agreement infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights, and shall reimburse City for all reasonable expenses (including, without limitation, attorneys' fees and expenses) as they are incurred in connection with pursuing or defending any third-party claim or action, whether or not such claims are successful. In addition, if Waypoint receives notice of a claim that, in Waypoint's reasonable opinion, is likely to result in an adverse ruling, then Waypoint shall at its option, (a) obtain a right for City to continue using such Service or Deliverable; (b) modify such Service to make it non-infringing; (c) replace such Service or Deliverable with a non-infringing equivalent; or (d) refund any pre-paid fees for the allegedly infringing Service or Deliverable that have not been provided. Notwithstanding the foregoing, Waypoint shall have no obligation under this Section for any claim resulting or arising from (a) City's modifications of the Service or Deliverable that was not approved by Waypoint; (b) the combination, operation or use of the Service or Deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (c) Waypoint's compliance with City's written specifications or directions, including the incorporation of any Deliverable or other materials or process provided by or requested by City. Waypoint shall be responsible for all physical injuries (including death) to persons (including but not limited to employees of City) or damage to property (including, but not limited to the property of City and Waypoint) resulting from the negligence of Waypoint or its employees and shall indemnify and save City harmless from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all direct costs and expenses finally awarded in suit which may be brought against City on account thereof, provided, however, the City or Waypoint, as the case may be, shall be responsible for workers compensation claims brought by their respective employees, without regard to the negligence of either.

**This Section states each Party's exclusive remedies for any third-party claim or action, and nothing in this Agreement or elsewhere will obligate either party to provide any greater indemnity to the other.**

12. **Time Limitation.** NO ACTION, REGARDLESS OF FORM, ARISING OUT THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO YEARS OF THE DATE OF LAST PAYMENT.
13. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Waypoint and the authorized representatives of the City. It is thereafter effective as of the date set forth above.
14. **City Data.** City is responsible for securing a full data backup 24 hours before Work is to commence on an existing system for scheduled maintenance or system modification.
15. **General Provisions.**



- a. **Exclusive Remedies.** The remedies in this Agreement are exclusive.
- b. **Compliance with Laws.** Waypoint agrees to comply with any applicable federal, state and local laws and regulations.
- c. **Maintenance of Records.** Waypoint 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.
- d. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- e. **Relationship of the Parties.** Nothing herein may in any way be constructed 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 the paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- f. **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.
- g. **Employment.** Waypoint 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.
- h. **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, Waypoint 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.
- i. **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.

- j. **Entire Agreement/Assignment.** This Agreement: (i) is the complete and exclusive statement of the agreement between the parties, (ii) supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement; and (iii) may not be assigned, sublicensed, or otherwise transferred by either party without the prior written consent of the other party, but its terms and conditions shall extend to and bind any permitted successor or assign. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.
- k. **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 Waypoint may provide. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Tennessee, County of Rutherford, and the parties expressly submit to the jurisdiction of said courts.
- l. **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.
- m. **Survival of Proprietary Rights.** The proprietary rights and confidentiality obligations of the parties shall survive the expiration or earlier termination hereof.
- n. **Titles.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
- o. **Notices.** Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e-mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

Waypoint Business Solutions, LLC

City of Murfreesboro



ATTN: Darren Orsag  
20333 State Highway 249 Suite 200  
Houston, Texas 77070

ATTN: City Manager  
111 West Vine Street  
Murfreesboro, TN 37130

or

or

Email: [DOrsag@waypointsolutions.com](mailto:DOrsag@waypointsolutions.com)

Email: [ctindall@murfreesborotn.gov](mailto:ctindall@murfreesborotn.gov) with  
copy to [wterry@murfreesborotngov](mailto:wterry@murfreesborotngov)

- p. **Delay.** Waypoint shall not be liable to City for any delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Waypoint, including but not limited to, labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, hurricanes, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations, or orders of any government agency or subdivision thereof, or temporary unavailability of service personnel due to other service calls received by Waypoint. In the event of such a delay or failure, and notwithstanding anything to the contrary in any Statement of Work, such delay or failure shall be excused during the continuance thereof, and the period of performance shall be extended to such extent necessary to enable Waypoint to perform after the cause of delay has been removed.
- q. **Dispute Resolution.** City and Waypoint will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 60 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.
- r. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

***[signatures appear on the following page]***



**IN WITNESS WHEREOF**, the parties enter into this agreement as of \_\_\_\_\_, 2021 (the "Effective Date").

**City of Murfreesboro, Tennessee**

**Waypoint Business Solutions, LLC**

By: \_\_\_\_\_  
Shane McFarland, Mayor

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

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





118 Vintage Park Blvd, W414, Houston, TX 77070  
Phone: 832-479-8540

# QUOTE

**Number** AAAQ11996

**Date** Nov 8, 2021

## Bill To

### Murfreesboro Police Department

Bill Terry  
1004 North Highland Avenue  
Murfreesboro, TN 37130

**Phone** 615.893.1311

**Email** wterry@murfreesborotn.gov

## Ship To

### Murfreesboro Police Department

Bill Terry  
1004 North Highland Avenue  
Murfreesboro, TN 37130

**Phone** 615.893.1311

**Email** wterry@murfreesborotn.gov

## Account Manager



Darren Orsag  
979-325-0523  
DOrsag@waypointsolutions.com

## Contract

Wilson County Schools SPA  
51AHO

## Notes:

Line	Qty	Description	Unit Price	Ext. Price
1	115	OptiPlex 3090 Micro XCTO 10th Generation Intel Core i5-10500T (6-Core, 12MB Cache, 2.3GHz to 3.8GHz, 35W) Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish No Microsoft Office License Included – 30 day Trial Offer Only 8GB (1x8GB) DDR4 non ECC memory M.2 256GB PCIe NVMe Class 35 Solid State Drive Thermal Pad M2X3.5 Screw for SSD/DDPE No Additional Hard Drive OptiPlex 3090 Micro with 65W up to 87% efficient adapter, DAO 65 Watt A/C Adapter Power Cord CMS Software not included No Wireless LAN Card (no WiFi enablement) No Wireless Driver (no WiFi enablement) No Stand Option No Additional Cable Requested No PCIe add-in card No Additional Video Ports Dell Pro Wireless Keyboard and Mouse - KM5221W - English Mouse included with Keyboard No Cable Cover Not selected in this configuration SupportAssist Dell(TM) Digital Delivery Cirrus Client Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) Waves Maxx Audio	\$907.91	\$104,409.65

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



Line	Qty	Description	Unit Price	Ext. Price
		Dell SupportAssist OS Recovery Tool OS-Windows Media Not Included ENERGY STAR Qualified SERI Guide (ENG/FR/Multi) Quick Setup Guide 3090 MFF No UPC Label Trusted Platform Module (Discrete TPM Enabled) Ship Material for OptiPlex Micro Form Factor Shipping Label Regulatory Label 3090MFF, Mexico No CompuTrace Intel(R) Core(TM) i5 Processor Label Desktop BTO Standard shipment No Anti-Virus Software Dell Watchdog Timer No Out-of-Band Systems Management No Option Included No AutoPilot No External ODD No Optane EPEAT 2018 Registered (Gold) Custom Configuration Speaker for OptiPlex MFF Dell Limited Hardware Warranty Plus Service ProSupport Plus: Accidental Damage Service, 5 Years ProSupport Plus: Keep Your Hard Drive, 5 Years ProSupport Plus: Next Business Day Onsite, 5 Years ProSupport Plus: 7x24 Technical Support, 5 Years		
2	115	Dell 24 Monitor - E2422H, 60.47cm (23.8") Dell Limited Hardware Warranty Advanced Exchange Service, 3 Years	\$203.90	\$23,448.50

<b>SubTotal</b>	\$127,858.15
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$127,858.15</b>

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.





DELL CONTRACT CODE# 51AHO

## CUSTOMER PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES

between

**Dell Marketing L.P.**  
One Dell Way  
Round Rock, TX 78682  
("Dell")

and

**Wilson County Board of Education**  
415 Harding Drive  
Lebanon, Tennessee 37087  
("Customer")

This Customer Purchase Agreement ("CPA"), made between Customer and Dell as of the date of last signature below (the "Effective Date"), together with any Schedules, governs Customer's purchase of Products and Services from Dell for internal use. Customer and Customer's Affiliates may order from Dell and Dell's Affiliates under this CPA, in which case such Affiliates shall be "Customer" and "Dell" for the purposes of such orders. Dell and Customer are each referred to individually as a "party," and collectively as the "parties."

### 1. DEFINITIONS

- A. **"Dell"** means Dell Marketing L.P. or the Dell Affiliate identified on the Order.
- B. **"Dell Affiliate"** means a direct or indirect subsidiary of Dell Inc. located in the United States.
- C. **"Hardware"** means computer hardware, related devices and other accessories including all embedded components (excluding Software).
- D. **"Hardware Services"** means (a) services to be performed by or on behalf of Dell necessary to repair a defect in materials or workmanship of Hardware and as otherwise defined in the Hardware Schedule or SOW, (b) standard deployment services, such as Basic Deployment Services, ProDeploy or ProDeploy Plus services, or c) standard configuration services, including Static and Dynamic Imaging, Asset Tagging, Asset Reporting, standard System Configuration services (BIOS Settings, Hard Drive Partitioning, Application Installation and Operating System Settings).
- E. **"Order"** means an order placed for Products and/or Services by (a) a written ordering document or agreement under this CPA that is executed by the parties, such as a signed Dell quotation or SOW, (b) Dell's online ordering process at [Dell.com](http://Dell.com) or other Dell electronic ordering process agreed to by Dell and Customer, or (c) a Customer purchase order accepted by Dell.
- F. **"Products"** means Hardware, Software or both.
- G. **"Professional Services"** means services, other than Hardware Services, to be performed by or on behalf of Dell pursuant to an SOW.
- H. **"Schedule(s)"** means the Product Schedule or Services Schedule to this CPA, and any other schedules later executed by the parties under this CPA, as well as any attachments to such Schedule(s). Unless otherwise defined in a Schedule, capitalized terms in Schedules shall have the meaning defined in the CPA.
- I. **"Services"** means either Hardware Services, Professional Services, or both.
- J. **"SOW"** means any mutually agreed document or agreement describing Services to be provided by or on behalf of Dell to Customer, including without limitation, "Statements of Work," "Service Descriptions," "Specification Sheets," "Task Orders," "Order Forms" and any other such documents executed under the terms of a Professional Services Schedule hereto or otherwise available at [Dell.com/servicecontracts/global](http://Dell.com/servicecontracts/global).
- K. **"Third-Party Products"** means any Products or Services that are not manufactured, created, licensed, branded or performed by or on behalf of Dell.



## 2. TERM; AUTO-RENEWAL

This CPA continues for a period of five (5) years from the Effective Date. Unless terminated under [Section 10 \("Termination"\)](#), this CPA may be renewed on the anniversary of the Effective Date for one (1) additional five (5) year period (each period, a "Term"), unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current Term. Each Service and Software license will continue for the term stated in the applicable SOW or Software Agreement (as defined in [Section 5.B](#)), unless terminated earlier in accordance with its terms or this CPA. Hardware Service may be renewed if Customer pays a renewal invoice from Dell or continues to use the Hardware Service past its initial term.

## 3. ORDERING AND PAYMENT

- A. **Quotes and Orders.** Customer must identify Dell's quotation (if any), the Dell Contract Code assigned to this CPA (if any), the Products and Services ordered, the requested shipment dates, and shipping and invoice addresses on all Orders. Each Order is subject to acceptance by Dell. Quoted prices are effective until the expiration date of the quote, but may change due to shortages in materials or resources. Orders for Third-Party Products are subject to availability and are cancellable only by Dell. Dell may, prior to shipment, cancel and refund Orders affected by typographical errors. Customer shall place all Orders in the country where the Products and Software are to be shipped and for Services, where the Services benefit is received.
- B. **Payment.** Invoices are due and payable within 30 days of the invoice date unless the invoice states payment terms greater than 30 days. Payment must be made in the method and currency identified by Dell. Dell must approve in writing any assignment by Customer of its payment obligations to a third-party financing company (other than Dell Financial Services, LLC). Dell, without waiving any other rights or remedies and without liability to Customer, may suspend any or all Services until all overdue amounts are paid in full. Customer will pay all reasonable legal fees (including reasonable attorney's fees) and costs associated with collection of overdue amounts.
- C. **Taxes.** Customer is responsible for payment of any sales, use, VAT, GST and any other similar taxes or governmental fees associated with Customer's Order, except for taxes based on Dell's net income, gross revenue or employment obligations. If Dell is obligated by applicable law to collect and remit any taxes or fees, then Dell will add the appropriate amount to Customer's invoices as a separate line item. If Customer qualifies for a tax exemption, Customer must provide Dell with a valid certificate of exemption or other appropriate proof of exemption. The charges stated on each line item of the invoice shall include all duties, levies or any similar charges and exclude VAT or equivalent sales or use tax. Customer shall also pay all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, goods and services, and excise taxes). Dell's invoice shall be in accordance with applicable law. If Customer is required by law to make a withholding or deduction from payment, Customer will make payments to Dell net of the required withholding or deduction, and will supply to Dell satisfactory evidence (e.g. official withholding tax receipts) that Customer has accounted to the relevant authority for the sum withheld or deducted. If such evidence is not provided to Dell within 60 days of remittance to the applicable tax authority, Dell will impose a penalty payment on Customer, and Customer will be liable for such penalty, in the amount of the withholding imposed on that particular transaction.

## 4. SERVICES

The following shall apply to all purchases of Services under this CPA:

- A. **SOW.** Services shall be subject to the additional terms contained in any SOW executed or otherwise provided by Dell in connection with the Service.
- B. **Third-Party Products.** If Customer provides or makes available Third-Party Products for Dell to use in connection with the Services, Customer (a) authorizes Dell to use such Third-Party Products as needed to provide the Services, (b) warrants that it has all consents, licenses, and sublicense rights as may be necessary to make the Third-Party Products available to Dell, and (c) agrees that Dell shall not be liable to Customer if Dell's authorized use causes warranties or other services contracts for the Third-Party Products to become void.
- C. **Services Software.** "Services Software" is Software that Dell may make available to Customer as necessary to enable Customer to receive and use the Services. Services Software may be hosted by Dell or installed on Customer's computers. Customer agrees that it shall (i) only use the Services Software as necessary to receive



and/or use the Services during the term thereof, (ii) use any Services Software hosted by Dell in a lawful manner, without interfering with other Dell customers' use of the Services Software, and without attempting to disrupt the security or operation of the network or systems used to provide the Services Software; and (iii) not misappropriate, disclose, or otherwise violate Dell's or its suppliers' intellectual property rights in the Services Software.

- D. **Customer Obligations.** Except as may be expressly agreed by the parties in writing, Customer shall be solely responsible to back up all data on its systems and to install all equipment or technology upgrades, refreshes, and replacements. Customer shall provide timely access to Customer personnel, systems and information as may be needed for Dell to perform the Services. If the Services are provided on Customer's premises, Customer shall provide, without charge to Dell, a reasonable work environment for Dell personnel that is in compliance with all applicable laws and regulations and that includes work space, reproduction, computer, and other equipment, supplies, and services all as may be needed to perform the Services.
- E. **Data.** In connection with Dell's performance of or Customer's use of the Services or Services Software, Dell may obtain, receive, and/or collect data or information, including system-specific data (collectively, the "**Data**"). Customer grants Dell (i) a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to provide the Services or the Services Software; (ii) a license to aggregate and use the Data in an anonymous manner in support of Dell's internal, marketing and sales activities; and (iii) the right to copy and maintain the Data on Dell's or its suppliers' servers as necessary to provide the Services. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer the Data within and outside of the country in which Customer is located in order for Dell to provide Services hereunder.
- F. **Updates.** It may be necessary for Dell to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Services Software, which may temporarily degrade the quality of the Services or result in a temporary outage of the Services Software.

## 5. SOFTWARE

Customer may purchase Software licenses under this CPA for Software licensed to Customer by Dell or a Dell Affiliate ("**Dell Licensed Software**") and for Software licensed to Customer by a third party ("**Third-Party Software**").

- A. "**Software**" means any software, library, utility, tool, or other computer or program code, each in object (binary) code form, and the printed materials, online and electronic documentation provided by Dell with the Software and any copies thereof.
- B. "**Software Agreement**" means either (i) the software license agreements included with the software media packaging or presented to Customer during the installation or use of the Software, or (ii) if no license terms accompany Dell Licensed Software or are not otherwise made available to Customer by Dell, then the applicable licensing terms found at [www.dell.com/licenseagreements](http://www.dell.com/licenseagreements) will apply.
- C. "**Software Terms**" means the terms in a Software Agreement for Dell Licensed Software that state (a) the Dell Affiliate that is the licensor of the Software (the "**Licensor**") (b) Software title, license definitions, rights, and restrictions; (c) Software warranties and remedies; (d) maintenance and support services for the Software; (e) the Licensor's rights in connection with a change of control of Licensor or a sale of its assets; (f) Customer's compliance obligations with respect to the Software; (g) the parties' rights and obligations with respect to a termination of the Software Agreement or a license granted thereunder, and (h) the parties' liability in the event of a misappropriation, misuse, or disclosure of the other party's intellectual property, including, but not limited to the Software.
- D. **Governing Terms.** Dell Licensed Software shall be governed by this CPA, the Software Terms, and the applicable Order provided to Customer by Dell (if any). Third-Party Software shall be governed by the Software Agreement that is provided with such Software and, as between Dell and Customer, the sections of this CPA regarding payment, taxes, warranty, and liability.

## 6. LIMITED WARRANTY

DELL'S WARRANTY TERMS FOR PRODUCTS SHALL BE PROVIDED AS INDICATED IN THE PRODUCT SCHEDULE OR THE SOFTWARE TERMS. DELL'S WARRANTIES FOR SERVICES SHALL BE PROVIDED IN THE SERVICES SCHEDULE. EXCEPT AS



EXPRESSLY STATED BY DELL ELSEWHERE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DELL (INCLUDING DELL AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (a) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (b) FOR ANY THIRD-PARTY PRODUCTS OR SERVICES; (c) FOR THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES; OR (d) THAT THE PRODUCTS OR SERVICES WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION OR ERROR. PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS, REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS ANY APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, “HIGH-RISK ACTIVITIES”).

WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICES NOT PERFORMED OR AUTHORIZED BY DELL (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS OR HARDWARE SERVICES. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY DELL “AS IS.”

## 7. CONFIDENTIALITY

“**Confidential Information**” means information that is designated as confidential or should reasonably be understood to be confidential. Confidential Information may only be disclosed to the receiving party’s personnel, professional advisors, agents, and subcontractors (“**Representatives**”), or governmental taxing authorities, on a “need-to-know” basis in connection with this CPA. Representatives shall be bound to treat the Confidential Information under terms at least as restrictive as those herein, and the receiving party shall be liable for unauthorized disclosures by its Representatives. Each party will use at least the same degree of care as it employs with respect to its own Confidential Information, but not less than a commercially reasonable standard of care. The foregoing shall not apply to information that (i) is independently developed without use of the other party’s Confidential Information; (ii) has been obtained from a source which is not under a confidentiality obligation; or (iii) is or becomes publicly available without fault of the receiving party. If receiving party must disclose Confidential Information as required by law, it shall give reasonable prior notice to the disclosing party. These obligations shall continue for 3 years from the initial date of disclosure, except that obligations related to information about a party’s trade secrets and intellectual property shall never expire.

## 8. INDEMNIFICATION

- A. Dell shall defend and indemnify Customer against any third-party claim that Dell-branded Products, Services or any tangible items provided as part of the Services (excluding Third-Party Products and open source software) infringe or misappropriate that third party’s U.S. patent, copyright, trade secret, or other intellectual property rights (“**Claims**”). In addition, if Dell receives prompt notice of a Claim that Dell believes is likely to result in an adverse ruling, then Dell shall at its option, (1) obtain a right for Customer to continue using such Products or Service-related deliverables, if any, or for Dell to continue performing the Services; (2) modify such Products or Services to make them non-infringing; (3) replace such Products or Services with a non-infringing substitute; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product or Service-related deliverables, if any. Dell shall have no obligation for any claim arising from (a) modifications of the Products or Services that were not performed by or on behalf of Dell; (b) misuse, or the combination or use with Third-Party Products; (c) Dell’s compliance with Customer’s written specifications or directions, including the incorporation of any software or other materials or processes Customer provides or requests or (d) Customer’s failure to incorporate free Software updates or upgrades that would have avoided the alleged infringement. Dell’s duty to indemnify and defend under this Indemnification Section is contingent upon: (i) Customer’s prompt written notice of the Claim (ii) Dell’s right to solely control the defense and resolution of the Claim, and (iii) Customer’s cooperation in defending and resolving the Claim. These are the exclusive remedies for any third-party intellectual property claim, and nothing in this CPA or elsewhere will obligate Dell to provide any greater indemnity.



- B. Subject to the availability of lawful appropriation and consistent with the Tennessee Governmental Tort Liability Act, Customer shall indemnify, to the extent allowed by law, Dell against any third-party claim resulting or arising from (1) Customer's failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Customer, or associated with non-Dell software or other components directed or requested by Customer to be used with, installed or integrated as part of the Products or Services; (2) Customer's violation of Dell's proprietary rights; (3) any inaccurate representation regarding the existence of an export license or any allegation made against Dell due to Customer's violation or alleged violation of applicable export laws; or (4) Customer transferring or providing access to Excluded Data to Dell.
- C. Subject to the availability of lawful appropriation and consistent with the Tennessee Governmental Tort Liability Act, each party shall indemnify, to the extent allowed by law, the other against any third-party claim for personal bodily injury, including death, where the injury has been exclusively caused by the indemnifying party's gross negligence or willful misconduct in the performance of its obligations under this CPA.
- D. The indemnified party will (a) promptly notify the indemnifying party in writing of any such claim and grant the indemnifying party sole control of the defense and resolution of such claim and (b) cooperate with the indemnifying party, at the indemnifying party's expense, in defending and resolving such claim. The indemnification provisions of this section shall be limited by the availability of lawful appropriation and consistent with the Tennessee Governmental Tort Liability Act as applied to Customer.

## 9. COMPLIANCE WITH LAWS

- A. Customer's purchase of Dell's Products or Services is for its own use, not for resale, export, re-export, or transfer. Customer is subject to and solely responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions, as well as comply with Dell's trade compliance policies. Customer's purchase may not be used, sold, leased, exported, re-exported, or transferred except with prior written authorization by Dell's trade compliance and/or legal teams and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory that is the subject or target of, economic sanctions of the United States and other applicable jurisdictions.
- B. Customer certifies that all items (including hardware, software, technology and other materials) it provides to Dell for any reason that contain or enable encryption functions either (i) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve. Dell is not responsible for determining whether any Third-Party Product to be used in the Products and Services satisfies regulatory requirements of the country to which such Products or Services are to be delivered or performed, and Dell shall not be obligated to provide any Product or Service where the resulting Product or Service is prohibited by law or does not satisfy the local regulatory requirements.
- C. Dell's privacy policies explain how Dell treats personal information and protects its customers' privacy and can be found at [Dell.com/privacy](http://Dell.com/privacy).

## 10. TERMINATION

Either party may terminate this CPA for convenience by providing at least 30 days prior written notice to the other or by providing timely written notice of non-renewal under Section 2. Either party may terminate this CPA, a SOW, or a Software Agreement (a) for a material breach of the CPA, SOW, or Software Agreement by the other party which is not cured within 30 days of the breaching party's receipt of written notice of the breach

Dell may terminate this CPA, a SOW, or a Software Agreement with 10 days' written notice if Customer does not make payment as required by this CPA or the applicable SOW or Software Agreement (where such payment is not subject to a good faith dispute). If this CPA is terminated for convenience (or not renewed), all then-existing SOWs and Software Agreements shall remain in force for their stated term and shall continue to be governed by this CPA. If this CPA or an SOW or Software Agreement is otherwise terminated, all rights and obligations of the parties under this CPA or the



terminated SOW or Software Agreement shall automatically terminate, except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination.

## 11. LIMITATION OF LIABILITY

- A. EXCEPT FOR CLAIMS RESULTING FROM A PARTY'S GROSS NEGLIGENCE, FRAUD, CRIMINAL CONDUCT OR WILLFUL MISCONDUCT, A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CPA OR THE PRODUCTS OR SERVICES, OR FOR ANY OF THE FOLLOWING: (a) LOSS OF REVENUE, INCOME, PROFIT (IN EACH CASE, EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS), SAVINGS OR SHARE VALUE; (b) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK, OR THE RECOVERY OF SUCH; (c) LOSS OF BUSINESS OPPORTUNITY; (d) BUSINESS INTERRUPTION OR DOWNTIME; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES.
- B. EXCEPT FOR CLAIMS RESULTING FROM THE A PARTY'S GROSS NEGLIGENCE, FRAUD, CRIMINAL CONDUCT OR WILLFUL MISCONDUCT, CUSTOMER'S BREACH OF ITS PAYMENT OBLIGATIONS, VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OTHER RESTRICTIONS ON USE IN AN ORDER OR SOFTWARE AGREEMENT, OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, EACH PARTY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, ACTIONS AND CAUSES OF ACTION RELATED TO ANY DISPUTE (AS DEFINED BELOW) SHALL BE LIMITED TO THE AMOUNTS PAID DURING THE 12 MONTH PERIOD PRECEDING THE DATE THAT THE DISPUTE FIRST AROSE, FOR (i) THE PRODUCT THAT IS THE SUBJECT OF THE DISPUTE OR (ii) THE SERVICES THAT ARE THE SUBJECT OF THE DISPUTE, IN EACH CASE EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES.
- C. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL DISPUTES AND CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, STATUTE, EQUITY OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF PRODUCTS OR SERVICES TO CUSTOMER, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

## 12. ADDITIONAL TERMS

- A. **Independent Contractor Relationship; Assignment; Subcontracting.** The parties are independent contractors. Neither party will have any rights, power or authority to act or create an express or implied obligation on behalf of the other party except as specified in this CPA. Neither party's employees, agents, nor consultants shall be considered under any circumstances to be employees of the other party. Dell has the right to assign, transfer, subcontract, or delegate in whole or in part this CPA, or any of its rights, duties, obligations or liabilities provided that if it delegates or subcontracts its duties in providing Services, Dell shall remain responsible for the performance of such Services under this CPA. Customer may not assign or transfer this CPA without Dell's permission, which shall not be unreasonably withheld.
- B. **Excused Performance.** Neither party shall be liable to the other for any failure or delay in performing its obligations due to circumstances beyond its reasonable control, provided that the other party is promptly notified in writing, and such party uses reasonable commercial efforts to resume performance. The failure of Dell, its affiliates or their subcontractors to perform their obligations under this CPA will be excused to the extent such non-performance is caused by the acts or omissions of Customer, its Affiliates, agents, contractors or other third parties. This Section shall not relieve either party of its obligations under this CPA (including payment), but rather will only excuse a delay in performance.
- C. **Personnel.** If Customer submits a written notice (with details of Customer's concerns) request to Dell to discontinue immediately or as of a certain date from using a particular individual or subcontractor (whether an individual or entity) to provide services under this CPA, Dell will work to quickly comply with the request and notify Customer of the steps to be taken to address the request; and, Customer understands and acknowledges that any change that may occur as a result of the request may have an impact on the timing and availability of the services and products that are impacted by any such change.



- D. **Excluded Data.** Customer acknowledges that Products and Services provided under this CPA are not designed to process, store or be used in connection with any of the following categories of data: (i) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (ii) articles, services and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) related data; and (iv) other personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law (collectively referred to as "**Excluded Data**"). Customer is solely responsible for reviewing data that will be provided to or accessed by Dell to ensure that it does not contain Excluded Data.
- E. **U.S. Government Restricted Rights.** The software and documentation provided with the Products and Services are "commercial items" as that term is defined at 48 C.F.R. 12.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein. Contractor/manufacturer of Dell-branded Products is Dell, One Dell Way, Round Rock, Texas 78682.
- F. **Governing Law.** This CPA and any related SOW(s) and Software Agreements, and ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "**Dispute**") will be governed by the laws of the State of Tennessee, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- G. **Venue.** The parties agree that any Dispute shall be brought exclusively in the state or federal courts located in the State of Tennessee. The parties agree to submit to the personal jurisdiction of such courts and waive any right to have any Dispute resolved in any other venue. If any party breaches this provision by filing in any other court, the breaching party will owe the non-breaching party all their attorneys' fees and costs incurred in response to that breach.
- H. **Limitation Period.** NEITHER PARTY SHALL BE LIABLE FOR ANY CLAIM OR DISPUTE FILED MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.
- I. **Dispute Resolution.** Customer and Dell will attempt to resolve any Dispute through negotiation. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.
- J. **Attorneys' Fees.** In any Dispute, each party will bear its own attorneys' fees and costs.
- K. **Notices.** Notice to Dell under this CPA or any related Order must be in writing and sent by registered or certified mail (postage prepaid first-class mail and return receipt requested) by overnight delivery service or by electronic mail to the address below, to be effective upon receipt.
- Dell Marketing L.P., Attn: Contracts Manager  
One Dell Way, Round Rock, Texas 78682  
[Dell\\_Legal\\_Notices@dell.com](mailto:Dell_Legal_Notices@dell.com)
- Wilson County Schools  
Deputy Director of Schools  
415 Harding Drive  
Lebanon, TN 37087
- L. **Entire Agreement; Order of Precedence; Severability.** This CPA, including its Schedules, attachments and Orders, each of which is incorporated in this CPA for all purposes, constitutes the entire agreement between the parties concerning the subject matter of this CPA. There are no representations, understandings or agreements, written or oral, relative to this CPA that are not fully expressed in this CPA. In entering into this CPA, neither party is relying upon any representations or statements of the other that are not fully expressed in this CPA; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this CPA. In the event of a conflict or ambiguity between the terms of this CPA, a Schedule, or an Order, the terms will take precedence in the following order: the Order, the Schedule, and



this CPA. In the event of a conflict or ambiguity between the terms of this CPA, a Software Agreement, or an Order, the terms will take precedence in the following order: the Order, the Software Terms, and this CPA. Notwithstanding the foregoing, any preprinted terms on Customer's purchase order shall be of no force or effect. Modifications to this CPA will be made only through a written amendment signed by both parties. If any provision of this CPA, or any Schedule or SOW is found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this CPA or the affected Schedule or SOW will remain in full force. No rights may arise by implication or estoppel, other than those expressly granted herein.

By their signatures below, Dell and Customer agree to the terms and conditions in this CPA:

**Dell Marketing L.P. ("Dell")**

By:

Amanda Eliz. Hudson  
Signature

Amanda E. Hudson

Printed Name

Contracts Manager

Position

March 28, 2019

Date

**Wilson County Board of Education ("Customer")**

By:

Donna L. Wright  
Signature

Donna L. Wright

Printed Name

Director of Schools

Position

3-22-19  
Date

By:

Larry Tomlinson  
Signature

Larry Tomlin

Printed Name LARRY TOMLINSON

Chairman of the Board

Position

3/22/19  
Date



## Product Schedule to Customer Purchase Agreement

1. **General.** This Product Schedule ("Schedule"), in addition to the Customer Purchase Agreement ("CPA"), into which this is hereby incorporated, states the terms for Orders for Products and Hardware Services by Customer from Dell. Unless otherwise defined in this Schedule, capitalized terms herein shall have the meaning defined in the CPA.
2. **Prices.** The prices charged for Products purchased under this Schedule shall be the fixed price for Standard Configurations as specified in Exhibit A to this Schedule or as otherwise quoted by Dell. Additional charges will apply if Customer requests Hardware Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Hardware Service.
3. **Shipping Charges; Title; Risk of Loss.** Shipping and handling charges are not included in Product prices unless expressly indicated at the time of sale. Title to Hardware passes from Dell to Customer upon shipment. Delivery of Software is FOB Origin. Loss or damage that occurs during shipping (including returns) is the responsibility of the party that selected the carrier. Shipping and delivery dates are estimates only. Customer must notify Dell within 5 days of the invoice date if Customer believes any part of its order is missing, wrong, or damaged.
4. **Hardware Returns, Exchanges and Repairs.** Customer agrees to Dell's return policy at [Dell.com/returnspolicy](http://Dell.com/returnspolicy). Before returning or exchanging Hardware, Customer must contact Dell to obtain an authorization number for the return. Customer must return Hardware in its original or equivalent packaging, and Customer is responsible for risk of loss and shipping and handling fees. Additional fees may apply. If Customer fails to follow the return or exchange instructions, Dell will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with Customer's purchase. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned. Title to returned or exchanged Hardware shall pass to Dell upon receipt at the specified Dell facility.
5. **Cancellation of Order.** Customer may change or cancel an order for Dell-branded Products only up until the time Dell begins manufacturing the Products. Otherwise, Customer may change or cancel an order as set forth in the applicable Dell quote or as expressly agreed by both parties.
6. **Exclusions.** Hardware Services do not include preventive maintenance or repairs required due to (a) software problems; (b) alteration, adjustment, or repair of the Hardware by anyone other than Dell or Dell's representatives; (c) accident, misuse, or abuse of the system or component (such as fire, water leakage, use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) that have not been caused by Dell; (d) moving of the system from one geographic location or entity to another; or (e) an act of nature.
7. **Suspension of Hardware Services.** Dell may suspend Hardware Services if Customer purchased the Hardware Services through a reseller and the agreement between Customer and such reseller expires or is terminated, or Customer's reseller is delinquent on its payment obligations to Dell due to nonpayment by Customer.
8. **Limited Warranty.** The limited warranties for Dell-branded hardware shall be as stated in the documentation provided with the hardware. If there is no such documentation, then the warranties shall be as stated at [Dell.com/warrantyterms](http://Dell.com/warrantyterms). Dell warrants that Hardware Services shall be performed in a good and workmanlike manner. Customer's exclusive remedy and Dell's sole obligation for any breach of any Hardware Services warranty shall be for Dell to re-perform the non-conforming Hardware Services.



## Exhibit A to Product Schedule

### Special Pricing Structure for Fixed Configurations

**Special Pricing.** During the Special Pricing Period, the referenced/attached Dell Configurations will be available to Customer for Customer's direct purchases from Dell and only for Customer's own internal use at the stated prices (for purchases from and delivered within the United States). Customer may only use such purchased items for its' own internal business uses and the purchases may not be sold, transferred, leased, or otherwise provided to any other entity or individual. The stated prices are fixed prices for the specific Dell Configurations and may not be aggregated or combined with any other discounts for which Customer may be eligible. In addition, the pricing terms set out above only apply to the specific Dell Configurations and any modifications or other items will be quoted by Dell for acceptance by Customer or otherwise as agreed in writing by Customer and Dell.

The Dell Configurations may be revised as mutually agreed without amending the contract, via mutually agreed quotations through the online electronic ordering portal made available for use by Customer.

**Quarterly Reviews and Product Transition.** Dell's account team will meet with Customer on a quarterly basis to review pricing, as well as Customer's purchased volumes and purchase forecasts. If an above Dell Configuration reaches the end of its life cycle during the Special Pricing Term, Dell will continue to work with Customer to develop a plan for a smooth transition to a comparably configured (specifications and functionality at or above the overall system levels of the discontinued Dell Configuration). The prices for any future configurations offered to Customer are subject to change for: (i) any factor external to Dell that may have a material impact on Dell's business operations or supply chain (ii) in the event of structural or significant changes in the way Dell develops its list pricing; (iii) if key vendors to Dell significantly change their pricing structure to Dell; or (iv) if Customer breaches or otherwise materially fails to comply with its commitments under this Agreement. In the event of a pricing change (whether a reduction or an increase), the new pricing will apply only to future orders placed by the Customer, and the new pricing will be subject to acceptance and approval by Customer through orders through Customer's electronic ordering portal or by a formal amendment to this agreement.

**Technology Changes.** As technology changes rapidly in our industry, with new products and revisions coming in to the marketplace on a regular basis, Dell's policy is necessarily one of product update and revision. Dell may revise and discontinue products (including components thereto) at any time without notice. In the event a product is discontinued, Dell will provide a product of the same or greater functionality, providing the product is available as part of Dell's standard product listing. Should the original product be discontinued before the replacement product has reached price parity with the original product, Dell reserves the right to re-negotiate prices for the products.



## Exhibit A to the Product Schedule

### Special Pricing Structure for Catalog Offers

#### Discount Structure

For general purchases, Dell will provide the minimum discounts identified below for select offerings generally described in the below table. The discounts are based on Dell's then current retail pricing and Dell reserves the right to change the retail pricing (which would also change the discounted selling price) at any time to apply to future orders.

**Discounts:** Product classifications and Categories may be changed by Dell without notice.

Discount Category	Product Classification	Minimum Discount off Dell Retail Price
A	PowerEdge Departmental Servers, PowerApp Appliance Servers, PowerVault Storage Products, Precision Workstations, Selected Dell/EMC; Selected OptiPlex Desktops and Selected Latitude Notebooks, VxRail	11.5%
F	Toner; Third-Party Printers through Dell S&P	No discount
H	Value Latitude, OptiPlex , Workstation, Future Products to be Determined	5%
M	3rd Party Software & Peripherals – Mainstream Products	5%
O	Selected Service on PowerEdge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus, Business Care Plus-On-Site Service (all years)	13%
R	On-Site Service – NBD On-Site Service (Extended years), Critical Care On-Site Service (all years)	14.5%
S	Selected Promotional Offers; Inspiron; Selected Latitude, SC PowerEdge; Selected Dell/EMC Branded Peripherals/Imaging; Power Connect, Axim, Projector, Printer	2%
X	Software and Peripheral (S&P) Specific, Non-discountable Products	No discount
ZS	Non-Discountable Service	No discount

Dell's current published retail price list is available at <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>

In the event customers purchasing products and services receive more advantageous pricing based on the customer's requested solutions or participate in special promotional offers (included those that provide additional discounted or specially priced and bundled options), the above discounts will not be applicable. The final customer-accepted Dell Quote or Dell procurement response will contain the applicable pricing and other details for the ordered individual offerings or for bundled offering configurations or special offers. Customer understands that the bundled offering or special promotional offerings may include other discounted or reduced cost or no additional cost products and services and the Customer may compare the bundled offering and any additional services to the line item pricing and minimum discounts to the Dell retail price list.



## Services Schedule to Customer Purchase Agreement

1. **General.** This Services Schedule (“**Schedule**”), in addition to the Customer Purchase Agreement (“**CPA**”), into which this Schedule is hereby incorporated, states the terms for Orders for Professional Services under the CPA.
2. **Orders.** An Order for Professional Services may be (a) in the form of an SOW or other order form executed by the parties; (b) as agreed to by Customer via a Dell online ordering process; or (c) a Customer purchase order for those Professional Services described in Service Descriptions at [Dell.com/servicecontracts/global](http://Dell.com/servicecontracts/global) as of the date Dell receives the purchase order. For orders described in the preceding subsection (c), the Service Descriptions shall be deemed incorporated into the Order and preprinted terms on the purchase order shall not apply.
3. **Charges.**
  - A. **Billing.** Professional Services shall be billed at the rates stated in the SOW, which shall either be (a) per-hour or per-eight hour day (“**Time and Materials**”) or (b) a fixed price for the tasks to be performed and deliverables to be provided (“**Fixed Price**”). The hours or days stated in a Time and Materials Services SOW are a good faith estimate of the time required to perform the Professional Services described in the SOW, but not a commitment to complete them in that amount of time. However, Dell will only perform Professional Services beyond the contracted hours on the written authorization of Customer. Additional charges will apply if Customer requests Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Service.
  - B. **Travel Expenses; Taxes.** Unless otherwise stated in an SOW, Customer shall (i) reimburse Dell for actual, reasonable travel-related and other out-of-pocket expenses incurred in connection with any Services and (ii) pay any applicable sales, use, or other taxes Dell is required to collect in connection with the Services, except that Dell shall be responsible for its franchise, property, and employment taxes and taxes based on its net income.
  - C. **Cost of Living Adjustment.** This Section 3.C shall apply to SOWs with a term longer than 1 year. Dell may adjust prices on any anniversary of the effective date of such an SOW if on such date the ECI (as defined below) is higher than it was on the immediately preceding anniversary date. The permitted price adjustment shall be calculated by multiplying the then-existing price(s) by a factor equal to the new ECI divided by the immediately preceding ECI, minus one. Each price adjustment shall remain in effect until the next permitted adjustment.

For purposes of this Schedule, “ECI” means the Employment Cost Index, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Specialty and Technical Occupations published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index ceases to be published, then another comparable measure agreed to by Dell and Customer.
4. **Warranty.** Dell warrants that the Professional Services shall be performed by qualified personnel in a workmanlike manner consistent with or superior to good practice in the US information technology services industry. Customer’s exclusive remedy and Dell’s sole obligation for any breach of foregoing warranty shall be for Dell to re-perform the non-conforming Professional Services at no charge or cancel the fees applicable to the non-conforming Services. All breaches of the warranty stated in this Section must be reported within 30 days of the performance of the Services.
5. **Suspension of Professional Services.** Dell may suspend Professional Services if Customer purchased the Professional Services through a reseller and the reseller is delinquent on its payment obligations to Dell due to nonpayment by Customer. If Professional Services is purchased through a reseller and the agreement between Customer and such reseller expires or is terminated prior to the end of a SOW, the terms between Customer and the reseller to which Dell is a third party beneficiary shall remain in force as between Dell and Customer.
6. **Intellectual Property.** During the course of providing Professional Services, Dell may create and provide to Customer items including, but not limited to documents, designs, computer code, know-how, and methodologies which are protected by the intellectual property law of the United States, Canada, or the location in which the Professional Services are being provided (“**IP**”). Subject to payment in full, Customer is hereby granted a perpetual, irrevocable (except for non-payment), non-transferable, non-sublicenseable license to use the IP and any pre-existing Dell intellectual property that may be provided to Customer as part of the Professional Services (“**Pre-existing Dell IP**”) for non-commercial purposes to manage its and its Affiliates’ internal business operations. Except as may otherwise be expressly stated in an SOW, Dell shall have sole and exclusive ownership of all IP, except (a) Customer shall retain all its rights in any Customer information or pre-existing intellectual property that may be contained in the IP and (b) Dell may not disclose or distribute the IP to any third party unless it first removes any such Customer information or intellectual property. Other than the license granted to Customer in this Section, Dell shall retain all rights and ownership in all Pre-existing Dell IP.



# COUNCIL COMMUNICATION

Meeting Date: 11/18/2021

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**Item Title:** Purchase of Mobile Data Terminals

**Department:** Police

**Presented by:** Bill Terry, Public Safety IT Manager

**Requested Council Action:**

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

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**Summary**

Purchase of 75 new mobile data terminals (MDT) for police vehicles.

**Staff Recommendation**

Approve the purchase of 75 new MDTs for police vehicles from Insight Public Sector.

**Background Information**

The purchase of 45 MDTs are scheduled replacements for units purchased in 2016. The remaining 30 units will outfit new patrol cars currently on order. This equipment is available for purchase through our current contract with Insight.

**Council Priorities Served**

*Maintain Public Safety*

Properly equipped vehicles are necessary to provide officers all available resources while protecting citizens.

**Fiscal Impact**

Expense, \$228,750, is funded in the FY21 CIP Budget.

**Attachments**

1. Contract with Insight Public Sector, Inc.
2. Quote from Insight Public Sector, Inc.



**FIRST AMENDMENT  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
INSIGHT PUBLIC SECTOR, INC.  
FOR  
EQUIPMENT & MAINTENANCE SERVICES**

This First Amendment ("First Amendment") to the Contract entered December 5, 2019, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Insight Public Sector, Inc., a corporation of the State of Illinois, ("Contractor") is effective as of this July 29, 2021.

**RECITALS**

WHEREAS, on December 5, 2019, the City entered into a contract with Insight Public Section, Inc. for data storage equipment and maintenance services pursuant to OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644; and,

WHEREAS, the term of the original OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644 and the contract between the City and Contractor is currently from December 5, 2019, to April 30, 2021; and,

WHEREAS, on January 15, 2021, the OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644 was amended to extend the term of the contract from May 1, 2021 through April 30, 2023 at existing prices, terms and conditions (hereinafter referred to as Amendment No. 5 to OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644);

WHEREAS, the City and Contractor desire to extend the City's contract with Insight Public Sector Inc. to comply with Amendment #5 of the OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644;

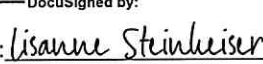
NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, from May 1, 2021 until April 30, 2023. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of July 29th, 2021.

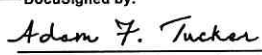
**CITY OF MURFREESBORO**

**INSIGHT PUBLIC SECTOR, INC.**

By:   
Shane McFarland, Mayor

DocuSigned by:  
By:   
Lisanne Steinduiser, Senior SLED & Healthcare  
Capture Manager

Approved as to form:

DocuSigned by:  
  
Adam F. Tucker, City Attorney



### **Agreement for Data Storage Equipment**

This Agreement is entered into and effective as of the 5<sup>th</sup> day of December 2019, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Insight Public Sector, Inc.** a Corporation of the State of Illinois ("Contractor").

This Agreement consists of the following documents:

- This document
- OMNIA Partners (formally U.S. Communities) Proposal No.: 4400006644
- Insight Public Sector Quotation #221747697
- 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 Agreement
  - Third, Contractor's Proposal – OMNIA Partners Proposal No.: 4400006644
  - Lastly, Insight Public Sector Quotation #221747697
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase "Data Storage Equipment" from Insight Public Sector in accordance with the Contractor's Proposal (No.: 33102018-72169DSP) and Quote #221747697.
  2. **Term.** Contractor's performance may be terminated in whole or in part:
    - a. Contract expires April 30, 2021 per OMNIA Partners Proposal No.: 4400006644.
    - b. Upon 30-day prior notice, for the convenience of the City.
    - c. 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.
    - d. 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.
    - e. 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.
    - f. 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 Agreement is set forth in the Insight Public Sector Quotation #221747697 which reflects a total purchase



of \$119,605.35. 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 Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

- b. Payment Terms: Net 30 days after receipt of goods
  - c. Deliveries of all items shall be made within 5 weeks of issuance Purchase Order to Attn: Bill Terry – Police Department - 1004 North Highland Avenue, Murfreesboro, TN 37130 - Contact Person: Bill Terry (tel. 615-907-2249; email: wterry@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.
  - d. Deliveries of all items shall be made as stated in the quote. 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. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
  - 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. Delivery and freight charges are to be prepaid and included in the purchase price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
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. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
7. **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.

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



If to the City of Murfreesboro:

City Manager  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

If to the Contractor:

Insight Public Sector  
Erica Falchetti  
6820 S. Harl Ave.,  
Tempe, AZ 85383

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
11. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into



contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
18. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
21. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.



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

*[signatures appear on the following page]*



IN WITNESS WHEREOF, the parties enter into this agreement as of December 5, 2019 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

By: 

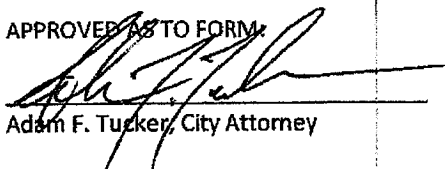
Shane McFarland, Mayor

INSIGHT PUBLIC SECTOR, INC.

By: 

Erica Falchetti, Senior SLED & Healthcare Capture Manager

APPROVED AS TO FORM:

  
Adam F. Tucker, City Attorney



**SOLD-TO PARTY** 10183254

CITY OF MURFREESBORO  
111 W VINE ST  
MURFREESBORO TN 37130-3573

**SHIP-TO PARTY**

CITY OF MURFREESBORO  
111 W VINE ST  
MURFREESBORO TN 37130-3573

**We deliver according to the following terms:**

**Payment Terms** : Net 30 days  
**Ship Via** : United Parcel Services/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).  
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Quotation	
<b>Quotation Number</b>	: <a href="#">223523497</a>
<b>Document Date</b>	: 07-APR-2021
<b>PO Number</b>	:
<b>PO Release</b>	:
<b>Sales Rep</b>	: Ashley McDonald
<b>Email</b>	: <a href="mailto:ASHLEY.MCDONALD@INSIGHT.COM">ASHLEY.MCDONALD@INSIGHT.COM</a>
<b>Telephone</b>	: 8004674448
<b>Sales Rep 2</b>	: Branden Maiorano
<b>Email</b>	: <a href="mailto:BRANDEN.MAIORANO@INSIGHT.COM">BRANDEN.MAIORANO@INSIGHT.COM</a>
<b>Telephone</b>	: 7372473702

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">CF-20G5-05VM</a>	Panasonic Toughbook 20 - 10.1" - Core i5 7Y57 - vPro - 8 GB RAM - 256 GB SSD  OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 3617.99 Discount %: 15.699%	75	3,050.00	228,750.00
Product Subtotal				228,750.00
TAX				0.00
Total				228,750.00

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald  
8004674448  
[ASHLEY.MCDONALD@INSIGHT.COM](mailto:ASHLEY.MCDONALD@INSIGHT.COM)  
Fax 4807608991

Branden Maiorano  
7372473702  
[BRANDEN.MAIORANO@INSIGHT.COM](mailto:BRANDEN.MAIORANO@INSIGHT.COM)



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OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

Effective Oct. 1, 2018, the U.S. government imposed tariffs on technology-related goods. Technology manufacturers are evaluating the impact on their cost and are providing us with frequent cost updates. For this reason, quote and ecommerce product pricing is subject to change as costs are updated. If you have any questions regarding the impact of the tariff on your pricing, please reach out to your sales team.

**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>



# COUNCIL COMMUNICATION

Meeting Date: 11/18/2021

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**Item Title:** Purchase of CLEAR Proflex Software

**Department:** Police

**Presented by:** Bill Terry, Public Safety IT Manager

**Requested Council Action:**

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

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**Summary**

Purchase of CLEAR Proflex Software.

**Staff Recommendation**

Contract approval for CLEAR Proflex software from Thomson Reuters.

**Background Information**

MPD has used CLEAR investigation software for the past two years. This software allows detectives and officers to access real time and historical data. The Proflex is an upgrade to our current subscription to include commercial license plate database information. This is a 24-month subscription available through Thomson Reuters.

**Council Priorities Served**

*Maintain Public Safety*

This software is crucial to the department's investigation teams to assist in solving and preventing crimes.

**Fiscal Impact**

The software subscription expense, \$65,635, is funded by the Department Operating Budget. It is billed over 24 months, which will extend into future budget years.

**Attachments**

1. Thomson Reuters General Terms and Conditions
2. Thomson Reuters Privacy Statement
3. CLEAR Supplier Additional Terms and Disclaimers
4. CLEAR Order Form





These terms govern your use of the Thomson Reuters products and services in your order form (in any format). “We”, “our” and “Thomson Reuters” means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; “you” and “your” means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the “Agreement”) and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the products or services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

## 1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service.** Our products and services change from time to time, but we will not change the fundamental nature of our products or services.

(c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information.** We may collect information related to you or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, and create and own derivative works based on such information, provided such information is not identifiable to you or any other person and (ii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: [www.thomsonreuters.com/thirdpartyterms](http://www.thomsonreuters.com/thirdpartyterms). You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products and services to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

(k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data

or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

## 2. INFORMATION SERVICES

(a) **License.** In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

## 3. INSTALLED SOFTWARE

(a) **License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

## 4. SOFTWARE AS A SERVICE (SaaS)

(a) **License.** You may use our SaaS only for your own internal business purposes.

(b) **Delivery.** We deliver our SaaS by providing you with online access to it. When you access our SaaS, you are accepting it for use in accordance with the Agreement.

(c) **Content.** Our SaaS is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the SaaS, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the SaaS from any available backup copy.

## 5. CHARGES

(a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes.** During the term, we can increase, or adjust the basis for calculating, the charges on a periodic basis as set out in your order form. Except as otherwise specifically stated in the order form, we may increase, or adjust the basis for calculating, the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.



(c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

## **6. PRIVACY**

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at [www.tr.com/privacy-information](http://www.tr.com/privacy-information).

## **7. CONFIDENTIALITY**

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

## **8. WARRANTIES AND DISCLAIMERS**

**ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.**

(a) **EXCLUSION OF WARRANTIES.** UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE.

(b) **INFORMATION.** OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.

(c) **SOFTWARE.** WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

(d) **DISCLAIMER.** YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.

(e) **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU

**OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.**

## **9. LIABILITY**

(a) **LIMITATION.** EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

(b) **Unlimited Liability.** Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your indemnification obligations in Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **Your Obligations.** You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property)); (ii) your or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data; or (iv) an assertion by any person accessing or receiving the benefit of any part of our products, services or data through you.

(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

## **10. TERM, TERMINATION**

(a) **Term.** The term and any renewal terms for the products and services are described in your order form. If not otherwise stated in the order form, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

(b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party



rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose.

(d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

(e) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 30 days, you may terminate the agreement immediately upon written notice.

## 11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

## 12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

## 13. GENERAL

(a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our

prior written consent. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with one or more products or services, and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

(b) **Feedback.** You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

(d) **Governing Law.** If not otherwise stated in the order form, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

(e) **Precedence.** The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.

(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters.

(h) **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

(i) **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.





# Thomson Reuters Privacy Statement

## AVAILABLE IN OTHER LANGUAGES:

[中文 \(简体版\)](#) [中文 \(繁体版\)](#) [Nederlands](#) [Français](#) [Français\(CA\)](#) [Deutsch](#) [Italiano](#) [日本語](#) [한국](#)  
[어](#) [Português](#) [Русский](#) [Español](#) [Türk](#) [عربي](#)

*Effective Date: June 2012*

*Last Updated: January 1, 2020*

Your privacy and trust are important to us. This Privacy Statement explains how Thomson Reuters Holdings Inc. and the Thomson Reuters group of companies (we refer to these as “**Thomson Reuters**”, “**we**”, “**us**”, or “**our**”) collect, use, and share



your personal information in connection with the website, application (including a mobile application), product, software, or service that links to this Privacy Statement (we call these our “**Services**”).

This Privacy Statement, however, does not apply to:

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Thomson Reuters supplemental Privacy Statement for California consumers under CCPA



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Thomson Reuters supplemental Privacy Statement for cookie & IBA policy



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Thomson Reuters supplemental Privacy Statement for content distributed with Thomson Reuters Services



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- Our customers’ “content” that is inputted/uploaded and processed, stored, or hosted by our customers using our Services in connection with their account with us, in which this personal information is governed by our customers’ respective privacy policies;
  - The “content” that is distributed within our Services (including with respect to personal information included in such content), although this is addressed in our [Informational Content Privacy Statement](#); or
  - Any website, application, product, software, service, or content that are offered by third parties or that link to their own privacy statement, privacy policy, or privacy notice.



Importantly, some laws (like GDPR) distinguish between a “controller” and a “processor” (or similar terms). We note that we are a “controller” for those Services where we make decisions on how personal information is used in connection with our Services, and we are a “processor” for those Services where we only use personal information as allowed by our customers.

Where we make decisions on how personal information is used in connection with our Services (where we are acting as a controller), we are responsible for the obligations of a “controller” under applicable laws in connection with the processing of personal information – for example, we use this Privacy Statement and other notices to provide you with information about our use of personal information, as required by law. Where we only use personal information as allowed by our customers (where we are acting as a processor), our customers are similarly responsible for the obligations of a “controller” under applicable laws in connection with the processing of personal information, and, if you are using our Services through one of our customers, you should contact them if you have questions or concerns about the processing of your personal information or compliance with applicable laws.

For **California Consumers**, we have also prepared a *Supplemental Privacy Statement for California Consumers under CCPA* (“**California Statement**”) in compliance with the California Consumer Privacy Act of 2018 (“**CCPA**”). Please review our [California Statement](#) attached below for more information.

For our Public Records Products (such as PeopleMap, Public Records on Westlaw, and CLEAR), please visit our supplemental [Public Records Privacy Statement](#) for more information about the use of personal information in our Public Records Products.



## Who we are & how to contact us

Thomson Reuters Holdings Inc. is a Delaware corporation with an office at Metro Center, One Station Place, Stamford, Connecticut 06902, United States. In addition, the Thomson Reuters group of companies is made up of numerous legal entities with offices located across the globe. If you want to locate a specific Thomson Reuters office and the local contact information for an office, please see our [list of locations here](#).

Any comments, concerns, complaints, or questions regarding our Privacy Statement may be addressed to [privacy.issues@thomsonreuters.com](mailto:privacy.issues@thomsonreuters.com) or you can write us as follows:

To the Thomson Reuters's global **General Counsel, Privacy**:

General Counsel, Privacy

Thomson Reuters

610 Opperman Drive

Eagan, Minnesota 55123

United States of America

To the Thomson Reuters's **Data Protection Officer** in the EU/EEA:



Data Protection Officer  
Thomson Reuters  
30 South Colonnade-Canary Wharf  
London E14 5EP, United Kingdom

As mentioned above, if you are using our Services through one of our customers, then you should contact them with any privacy-related issues or questions.

## Information we collect

The type of personal information we collect depends on how you are specifically interacting with us and which Services you are using. Generally, we collect the following categories of personal information:

- **Contact Information**, such as name, alias, address, phone number, social media user ID, email address, and similar contact data.
- **Organization and Contacts Information**, such as your employer or organizations that you are a member of, information about your colleagues or those within your organization, your status with an organization, and similar data.
- **Account Information**, such as security-related information (including user names and passwords, authentication methods, and roles), service-related information (including purchase history and account profiles), billing-related



information (including payment, shipping, and billing information), and similar data.

- **User Content**, such as content of communications, suggestions, questions, comments, feedback, and other information you send to us, that you provide to us when you contact us, or that you post on our Services (including information in alerts, folders, notes, and shares of content), and similar data.
- **Device & Browser Information**, such as network and connection information (including Internet Service Provider (ISP) and Internet Protocol (IP) addresses), device and browser identifiers and information (including device, application, or browser type, version, plug-in type and version, operating system, user agent, language and time zone settings, and other technical information), advertising identifiers, cookie identifiers and information, and similar data.
- **Usage Information and Browsing History**, such as usage metrics (including usage rates, occurrences of technical errors, diagnostic reports, settings preferences, backup information, API calls, and other logs), content interactions (including searches, views, downloads, prints, shares, streams, and display or playback details), and user journey history (including clickstreams and page navigation, URLs, timestamps, content viewed or searched for, page response times, page interaction information (such as scrolling, clicks, and mouse-overs), and download errors), advertising interactions (including when and how you interact with marketing and advertising materials, click rates, purchases or next steps you may make after seeing an advertisement, and marketing preferences), and similar data.
- **Location Data**, such as the location of your device, your household, and similar location data.



- **Demographic Information**, such as country, preferred language, age and date of birth, marriage status, gender, physical characteristics, personal or household/familial financial status and metrics, military status, and similar data.
- **Your Image**, such as still pictures, video, voice, and other similar data.
- **Identity Information**, such as government-issued identification information, tax identifiers, social security numbers, other government-issued identifiers, and similar data.
- **Financial Information**, such as billing address, credit card information, billing contact details, and similar data.
- **Social Media and Online Content**, such as information in social media and online profiles, online posts, and similar data.
- **Career, Education, and Employment Related Information**, such as job preferences or interests, work performance and history, salary history, status as a veteran, nationality and immigration status, demographic data, disability-related information, application information, professional licensure information and related compliance activities, accreditations and other accolades, education history (including schools attended, academic degrees or areas of study, academic performance, and rankings), and similar data.

## Sources of information

We collect personal information about you either directly from you, from certain third parties (such as your employer or the subscriber providing access to our Services), or from other sources (such as publicly available sources) as follows:



You provide personal information to us when you:

- Search for, subscribe to, or purchase our Services.
- Use our Services or otherwise interact with us.
- Create or maintain a profile or account with us.
- Purchase, use, or otherwise interact with content, products, or services from third party providers who have a relationship with us.
- Create, post, or submit user content on our Services.
- Register for or attend one of our events or locations.
- Request or sign up for information.
- Communicate with us by phone, email, chat, in person, or otherwise.
- Complete a questionnaire, survey, support ticket, or other information request form.
- When you express an interest in working with us or apply for a job or position with us.



We collect personal information automatically when you:

- Search for, visit, interact with, or use our Services (including through a device).
- Access, use, or download content from us.
- Open emails or click on links in emails or advertisements from us.
- Otherwise interact or communicate with us (such as when you attend one of our events or locations, when you request support or send us information, or when you mention or post to our social media accounts).

We also collect personal information about you from third parties, such as:

- Your organization and others with whom you have a relationship that provide or publish personal information related to you, such as from our customers when they arrange access to our Services for you or from others when they create, post, or submit user content on our Services that may include your personal information.
- Professional or industry organizations and certification / licensure agencies that provide or publish personal information related to you.
- Third parties and affiliates who resell or integrate with our Services.



- Service providers and business partners who work with us in relation to our Services and that we may utilize to deliver certain content, products, or services or to enhance your experience.
- Marketing, sales generation, and recruiting business partners.
- Credit bureaus and other similar agencies.
- Government agencies and others who release or publish public records.
- Other publicly or generally available sources, such as social media sites, public and online websites, open databases, and data in the public domain.

## How we use information

This section includes details of the purposes for which we use personal information and the different legal reasons for processing that personal information.

### Lawful Basis

First, some laws require us to explain the **lawful basis** upon which we process your personal information. With respect to these laws, we process personal information about you for one or more of the following basis:



- **To Perform a Contract.** Where the processing is necessary for the performance of contract.
- **Legitimate Interests.** Where the processing is necessary for legitimate interests pursued by us or by a third party, except where such interests are overridden by your interests or fundamental rights and freedoms which require protection of personal information.
- **Your Consent.** Where you have given us consent to process your personal information for specified purposes, such as to provide our Service and other items requested by you.
- **Comply with the Law.** Where the processing is necessary for compliance with a legal obligation.

### Processing of Personal Information

We process your personal information in connection with our Services and for other business purposes, including to:

- Provide, deliver, analyze, and administer our Services (including in connection with the performance of a contract).
- For internal research and development purposes for new content, products, and services, and to improve, test, and enhance the features and functions of our current Services.
- Process transactions related to our Services and administer accounts or profiles related to you or your organization (including registrations, subscriptions, purchases, billing events, royalty calculations, and payments).



- Personalize and make recommendations related to our Services and other offerings.
- Contact and communicate with you in connection with our Services or other notifications, programs, events, or updates that you may have registered for.
- Send you offers, advertising, and marketing materials, including to provide personalized advertising to you.
- Conduct and communicate with you regarding recruiting and human resources administration.
- Comply with your instructions or to fulfill other, specified purposes for which you have given your consent.
- Detect and prevent fraud and abuse to ensure the security and protection of all customers and others, as well as to identify and authenticate your access to our Service or to identify and authenticate you before we provide you with certain information.
- Exercise our rights and to protect our and others' rights and/or property, including to take action against those that seek to violate or abuse our Services.
- Comply with the law and our legal obligations, including to respond to a request or order from a court, regulator, or authority, as well as to fulfill our contractual obligations with our customers when they arrange access to our Services for you.



- Effectuate the sale, merger, acquisition, or other disposition of our business (including in connection with any bankruptcy or similar proceedings).

## How we share information

We share personal information for the purposes set out in this Privacy Statement and with the following categories of recipients:

- **The Thomson Reuters Group.** We may share your personal information amongst the companies within the Thomson Reuters group of companies.
- **Your Organization and Contacts.** We may share your personal information with your organization and others with whom you have a relationship in order to fulfill or perform a contract or other legal obligation, including with our customer that arranges access to our Services for you and pays us in connection with your access. We may also share your personal information with your contacts if you are in the same organization or to facilitate the exchange of information between you and the contact(s).
- **Business Partners.** We may share your personal information with our business partners to jointly offer, provide, deliver, analyze, administer, improve, and personalize products or services (including these Services) or to host events. We may also pass certain requests from you or your organization to these business providers.



- **Third Party Content Providers.** We may share your personal information with our third party content providers to perform tasks on our behalf and to assist us in providing, delivering, analyzing, administering, improving, and personalizing content that are delivered as part of our Services. We may also pass certain requests from you or your organization to these content providers.
- **Social Media Services.** We may work with certain third party social media providers to offer you their social networking services through our Services. These social networking services may be able to collect information about you, including your activity on our Services. These third party social networking services also may notify your friends, both on our Services and on the social networking services themselves, that you are a user of our Services or about your use of our Services, in accordance with applicable law and their own privacy policies.
- **Third Party Service Providers.** We may share your personal information with our third party service providers to perform tasks on our behalf and to assist us in offering, providing, delivering, analyzing, administering, improving, and personalizing our Services. For example, service providers who assist us in performing, delivering, or enhancing certain products and services related to our delivery and operation of our Services, who provide technical and/or customer support on our behalf, who provide application or software development and quality assurance, who provide tracking and reporting functions, research on user demographics, interests, and behavior, and other products or services. These third party service providers may also collect personal information about or from you in performing their services and/or functions on our Services. We may also pass certain requests from you or your organization to these third party service providers.



- **Advertisers.** We may share your personal information with advertisers, advertising exchanges, and marketing agencies that we engage for advertising services, to deliver advertising on some of our Services, and to assist us in advertising our brand and products and services. Those advertising services may also target advertisements on third party websites based on cookies or other information indicating previous interaction with us and/or our Services.
- **Users.** For some of our Services, we aggregate information from public records, phone books, social networks, marketing surveys, business websites, and other sources made available to us to create listings and profiles that become a part of our content in these Services, such as attorney and legal professional directories. These listings and profiles may be made available to all users of these Services. As described above, we may also share your personal information with other users who are your contacts if you are in the same organization or to facilitate the exchange of information between you and the contact(s). Additionally, if you choose to include your personal information in any reviews, comments, or other posts that you create, then that personal information may be displayed other users as part of your posting.
- **In the Event of Merger, Sale, or Change of Control.** We may transfer this Privacy Statement and your personal information to a third party entity that acquires or is merged with us as part of a merger, acquisition, sale, or other change of control (such as the result of a bankruptcy proceeding).
- **Other Disclosures.** We may disclose your personal information to third parties if we reasonably believe that disclosure of such information is helpful or reasonably necessary to comply with any applicable law or regulation, to comply with or respond to a legal process or law enforcement or governmental request, to enforce our terms and conditions or other



rights (including investigations of potential violations of our rights), to detect, prevent, or address fraud or security issues, or to protect against harm to the rights, property, or safety of Thomson Reuters, our users, or the public.

## **Location of information**

Thomson Reuters Holdings Inc. is located in the United States and the affiliated entities within the Thomson Reuters group of companies are located throughout the world. During your use of our Services and your interactions with us, your personal information may be transferred outside of your home country and may be stored in and accessed from multiple countries.

Whenever we transfer personal information to other jurisdictions, we will ensure that the information is transferred in accordance with this Privacy Statement and as permitted by applicable data protection laws.

## **Security of information**

The security of your personal information is important to us. Taking into account the nature, scope, context, and purposes of processing personal information, as well as the risks to individuals of varying likelihood and severity, we have implemented technical and organizational measures designed to protect the security of personal information.

However, please note that no method of transmission over the Internet or method of electronic storage is 100% secure.

Therefore, while we strive to use commercially acceptable measures designed to protect personal information, we cannot



guarantee its absolute security.

Our security procedures also means that we may request proof of identity before we disclose personal information to you or before we process your other requests.

## **Retention of information**

We retain personal information in accordance with our enterprise records retention schedule, which varies by Service, business function, record classes, and record types.

We calculate retention periods based upon and reserve the right to retain personal information for the periods that the personal information is needed to: (a) fulfill the purposes described in this Privacy Statement, (b) meet the timelines determined or recommended by regulators, professional bodies, or associations, (c) comply with applicable laws, legal holds, and other legal obligations (including contractual obligations), and (d) comply with your requests.

## **Children's privacy**

Our Services generally provide information solutions and, as such, our Services are intended for professionals and/or individuals over eighteen (18) years of age. We do not target children and do not knowingly collect any personal information



from children under the age of thirteen (13). When a user discloses personal information on our Services, that user is representing to us that he or she is at least eighteen (18) years of age.

## Marketing choices

We deliver advertising and marketing across various platforms, such as on our Services or via email, telephone, text messaging, direct mail, and various online channels. Our Services and marketing materials may also include third party advertising and links to other websites and applications. Third party advertising partners may collect information about you when you interact with their content, advertising, or services.

You can control cookies and tracking tools. To learn how to manage how we and our partners use cookies and other tracking tools, and to read our [Cookie & IBA Policy](#) here.

## Your rights

In certain circumstances, local data protection laws (such as the GDPR) may give you rights with respect to personal information if you are located in or are a resident of that country, state, or territory (including if you are located in the EU/EEA). As discussed above, we have also prepared a *Supplemental Privacy Statement for California Consumers under CCPA* ("**California Statement**") in compliance with the California Consumer Privacy Act of 2018 ("**CCPA**"). Please review our [California Statement](#) below for more information.



**IMPORTANT:** WE ARE ONLY REQUIRED TO HONOR RIGHTS TO THE EXTENT THAT THESE RIGHTS HAVE BEEN GRANTED TO YOU AND APPLY TO YOU UNDER APPLICABLE DATA PROTECTION LAWS. PLEASE CONSULT YOUR LOCAL DATA PROTECTION LAWS TO DETERMINE WHAT RIGHTS MAY BE AVAILABLE TO YOU AND WHEN ACCESS TO THESE RIGHTS ARE LIMITED.

*What rights may be available to me?*

These rights differ based upon local data protection laws in your country, state, or territory, but these rights **may** include one or more of the following:

- **Access to Personal Information.** You may have the right to obtain confirmation from us that we process your personal information and, if so, you may have the right to request access to your personal information. Please note that, to the extent permitted by law, we may charge a reasonable fee based on administrative costs for the first or further copies of your personal information requested by you.
- **Rectification.** You may have the right to request that we rectify inaccurate personal information concerning you and, depending on the purposes of the processing, you may have the right to have incomplete personal information completed.
- **Erasure/Deletion.** You may have the right to require us to erase some or all of the personal information concerning you.



- **Restriction of Processing.** You may have the right to require us to restrict the further processing your personal information. In such cases, the respective information will be marked as restricted, and may only be processed by us for certain purposes.
- **Object.** You may have the right to object, on grounds relating to your particular situation, to the processing of your personal information by us, and we may be required to no longer process some or all of your personal information.
- **Data Portability.** You may have the right to receive a copy of your personal information which you have provided to us, in a structured, commonly used, and machine-readable format, and you may have the right to transmit that personal information to another entity without hindrance from us.
- **Withdraw Consent.** You may have the right to withdraw consent you have provided to us where we rely solely on your consent to process your personal information. You can always provide your consent to us again at a later time.
- **Right to Complain.** You may have the right to lodge a complaint to an applicable supervisory authority or other regulator if you are not satisfied with our responses to your requests or how we manage your personal information. For example, if you are located in the EU/EEA, a list of and more information about the EU/EEA Data Protection Authorities can be found here: [http://ec.europa.eu/justice/data-protection/bodies/authorities/index\\_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm). We encourage you to first or also reach out to us at [privacy.issues@thomsonreuters.com](mailto:privacy.issues@thomsonreuters.com), so we have an opportunity to address your concerns directly.
- If you are a **California resident**, California Civil Code Section 1798.83 may permit you the right to request information regarding the disclosure of personal information about you by us to third parties for the third parties' direct marketing



purposes.

- If you are a **Nevada resident**, Nevada residents may also have certain rights regarding the sale of personal information. Nevada residents may opt out of the future sale of their information to a third party so that they may license or sell information by clicking the following link "[Do Not Sell My Personal Information](#)" or by emailing us at: [privacy.issues@thomsonreuters.com](mailto:privacy.issues@thomsonreuters.com).

Importantly, these rights are **not** absolutely guaranteed and there are several exceptions where we may not have an obligation to fulfill your request. PLEASE CONSULT YOUR LOCAL DATA PROTECTION LAWS TO DETERMINE WHAT RIGHTS MAY BE AVAILABLE TO YOU AND WHICH EXCEPTIONS MAY APPLY.

*How do I submit a request?*

To make a request or exercise your rights, please visit our [Data Subject Rights Portal](#).

If you are making a request with respect to our **Public Records Products**, please visit our supplemental [Public Records Privacy Statement](#) for more information about submitting a request or exercising your rights for these Public Records products.

When you make a request, we ask that you help us with the following:



- ***Tell Us Which Right You Are Exercising:*** Please specify which right you want to exercise and the personal information to which your request relates (if not to you). If you are acting on behalf of another individual, please clearly indicate this fact and your authority to act on such person's behalf.
- ***Tell Us More about Your Relationship with Us:*** Please let us know how you are associated with us, such as that you use certain Services of ours or that you were a former employee.
- ***Help Us Verify Your Identity:*** As mentioned above, our security procedures mean that we may request proof of identity before we disclose personal information to you or before we process your other requests. Provide us enough information to verify your identity. If we cannot initially verify your identity, we may request additional information to complete the verification process (such information may include your picture, a copy of your driver's license or other government-issued ID and/or a recent utility or credit card bill). Please note that if we cannot verify your identity, we may not be able to fulfill your request. Any personal information you disclose to us for purposes of verifying your identity may be shared with our third party service providers and/or third parties (like your phone carrier) or government agencies for the purpose of verification.
- ***Direct Our Response Delivery:*** Depending on your request, we will provide a response to you via email or through a link to access certain information. If you prefer to receive our response in another way, then please let us know your preferred delivery mechanism to receive our response. You may specify, for example, email, mail, or through your account (if you have one with us).



## Changes to this Privacy Statement

As our organization changes over time, this Privacy Statement is expected to change as well. We reserve the right to amend the Privacy Statement at any time, for any reason, and without notice to you other than the posting of the updated Privacy Statement on our Services. We may e-mail periodic reminders of our notices and terms and conditions, but you should check our Services frequently to see the current Privacy Statement that is in effect and any changes that may have been made to it.

## Conflicts

Depending on the specific Service you are using or specific interactions you have with us, we may provide different or supplemental privacy statements that describe and govern how we use your personal information. When we do so, those different or supplemental privacy statements apply to that specific Service you are using or those specific interactions you have with us.

If there is any conflict between the English version of our Privacy Statement and a version translated in another language, the English version controls.

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# Thomson Reuters supplemental Privacy Statement for California consumers under CCPA



## Introduction

As a global company, our business proudly serves certain natural persons residing in the State of California (each, a “consumer”). This *Supplemental Privacy Statement for California Consumers under CCPA* (“**California Statement**”) explains rights that California consumers may have under the California Consumer Privacy Act of 2018 (“**CCPA**”).

When we use the term “**personal information**” in this supplemental California Statement, we are using that term as CCPA defines it, which CCPA generally defines “**personal information**” to mean information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. However, personal information does not include publicly available, deidentified, or aggregate consumer information (which are all defined in CCPA). Notably, the definition of “**personal information**” also does not apply to the collection of personal information from job applicants, employees – whether you are our employee or any employee of the entity arranging access to our Services for you, business owners, directors, officers, medical staff, or contractors.

**Categories of personal information we collect, the sources of that information, purposes for why we collect it, who we share it with, and whether we sell that personal information**



Where we act as a “business” under CCPA (meaning we determine the manner and reasons for why we process your personal information), we may be required to disclose additional information regarding the categories of personal information we collect, the sources where we obtain that information, the purposes for why we collect that information, who we share that information with, as well as whether we sell that personal information – all of which depends on the specific Service.

Accordingly, we’ve provided additional Service-specific information for subject Services on our website located at [tr.com/privacy-information](https://tr.com/privacy-information).

## Your privacy rights

If you are a resident of California and are not a job applicant, employee/contractor, or employee/contractor of another company interacting with us in your job role, you have the right to request what information we collect, use, and disclose. You also have the right to request that we delete your information.

To make a request, you can contact us through our [Data Subject Rights Portal](#) or at 1-866-633-7656. Provide us enough information to verify your identity. We will use information you provide to us to verify your request. If we cannot initially verify your identity, we may request additional information to complete the verification process, such as, for example, a copy of your driver’s license and/or a recent utility or credit card bill. You can designate an agent to make a request on your behalf by either: (1) having your agent send us a letter, signed by you, certifying that the agent is acting on your behalf and showing proof that they are registered with the California Secretary of State; or (2) by you and the agent executing and sending us a



notarized power of attorney stating that the agent is authorized to act on your behalf. Please note that we may still require you to verify your identity before we process a request submitted by your agent.

California residents also have certain rights regarding the sale of personal information. California residents have the right to opt out of the sale of their personal information by clicking the following link "[Do Not Sell My Personal Information](#)" or by clicking the button above.

We will not discriminate against you because you have exercised any of your privacy rights under the CCPA.

[CCPA Consumer Request Metrics for 2020](#)

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## Thomson Reuters supplemental Privacy Statement for cookie & IBA policy

Our [Privacy Statement](#) explains our principles when it comes to the collection, processing, and storage of your personal information. This Cookie & IBA Policy supplements the above Privacy Statement and specifically explains how we, our partners, and users of our Services deploy cookies and other tracking technologies, including for Interest-Based Advertising (IBA), as well as the options you have to control them.



# Cookie policy

## *What are Cookies?*

**Cookies** are small pieces of data, stored in text files, that are stored on your computer or other device when websites are loaded in a browser. They are widely used to “remember” you and your preferences, either for a single visit (through a “**session cookie**”) or for multiple repeat visits (using a “**persistent cookie**”). They ensure a consistent and efficient experience for visitors, and perform essential functions such as allowing users to register and remain logged in. Cookies may be set by the site that you are visiting (known as “**first party cookies**”), or by third parties, such as those who serve content or provide advertising or analytics services on the website (“**third party cookies**”).

Both websites and HTML emails may also contain other tracking technologies such as “**web beacons**” or “**pixels**.” These are typically small transparent images that provide us with statistics, for similar purposes as cookies. They are often used in conjunction with cookies, though they are not stored on your computer in the same way as cookies. As a result, if you disable cookies, web beacons may still load, but their functionality will be restricted.

**Flash cookies**, also known as **local shared objects**, are designed to support browser content supported by Adobe® Flash. They are usually used to enable ads and video content on websites. Like other cookies, they will store information on your device, some of which will be specific to the Flash-enabled content. Flash cookies can only be deleted within Adobe Flash rather than



via your browser. Please refer to the following help page for information on how to manage your privacy settings and deletion of Flash cookies: [http://www.macromedia.com/support/documentation/en/flashplayer/help/settings\\_manager.html](http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html).

### ***How We Use Cookies***

We use cookies for several different purposes. Some cookies are necessary for technical reasons; some enable a personalized experience for both visitors and registered users; and some allow the display of advertising from selected third party networks. Some of these cookies may be set when a page is loaded, or when a user takes a particular action on one of our Services. Many of the cookies we use are only set if you are a registered user, while others are set whenever you visit or use one of our Services (irrespective of whether you have an account). For more information on the choices you have about the cookies we use, please see Section entitled [Controlling Cookies](#) below.

### ***Where We Place Cookies***

We set cookies in a number of different locations across our services. These locations may include:

- Our websites (including tr.com and reuters.com) and other Services;
- Our mobile apps;
- The emails we send.



## *Types of Cookies*

The bullet points below outline the types of cookies we use on our Services and why we use them. We also provide explanations of their purpose(s).

- **Strictly Necessary.** These cookies are essential for our Services to perform their basic functions. These include cookies that are required to allow registered users to authenticate and perform account related functions, as well as to save the contents of virtual “carts” for e-commerce functionality.
- **Analytics and Performance.** Performance cookies collect information on how users interact with our Services, including what pages are visited most, as well as other analytical data. We use these details to improve how our Services function and to understand how users interact with our Services.
- **Functionality.** These cookies are used to store preferences set by users such as account name, language, and location.
- **Security.** We use these cookies to help identify and prevent potential security risks.
- **Advertising.** These cookies are used to display relevant advertising to users who use our Services, as well as to understand and report on the efficacy of ads served on our Services. They track details such as the number of unique visitors, the number of times particular ads have been displayed, and the number of clicks the ads have received. They are also used to build user profiles, including showing you ads based on products or services you’ve viewed or acts you have



taken on our (and other) websites and services. These are set by us and trusted third party networks, and are generally persistent in nature.

- **Third Party / Embedded Content.** Services hosted by us make use of different third party applications and services to enhance the experience of Service visitors. These include social media platforms such as Facebook and Twitter (through the use of sharing buttons). As a result, cookies may be set by these third parties, and used by them to track your online activity. We have no direct control over the information that is collected by these cookies.

### ***Controlling Cookies***

You may wish to restrict the use of cookies or completely prevent them from being set. Most modern browsers allow you to change your cookie settings. You can usually find these settings in the options or preferences menu of your browser. To understand these settings, the following links for commonly used browsers may be helpful, or you can use the help option in your browser for more details:

- [Cookie settings in Internet Explorer](#)
- [Cookie settings in Firefox](#)
- [Cookie settings in Chrome](#)
- [Cookie settings in Safari web](#) and [iOS](#)



If you disable cookies, please be aware that some of the features of our Services may not function correctly.

For more details on your choices regarding use of your web browsing activity for interest-based advertising you may visit the following sites:

- [networkadvertising.org](https://networkadvertising.org)
- [optout.aboutads.info](https://optout.aboutads.info)
- [youradchoices.com](https://youradchoices.com)
- [youronlinechoices.eu](https://youronlinechoices.eu)

On a mobile device, you may also be able to adjust your settings to limit ad tracking.

You can opt out of Google Analytics by installing [Google's opt-out browser add-on](#).

### ***Do Not Track Signals***

Generally, we do not currently respond to, or take any action with respect to web browser "do not track" signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of personal information about an



individual's online activities over time and across third party websites or online services. **However**, in some instances our third party service providers who integrate within our Services do honor Do Not Track signals.

### ***Consent for Advertising Cookies on Our Sites***

You may see a "cookie banner" on our websites. If you are visiting one of our Services from the EU/EEA, then we do not set, or allow our ad partners to set, cookies that are used to show you targeted ads before you click to accept. When you consent in this manner, we and our advertising partners may set advertising cookies on the site or other Service you are visiting and on other of our websites, dashboards, and services. We'll display the banner to you periodically, just in case you change your mind.

## **Interest-based advertising (IBA) policy**

### ***Opt-Out of Email Marketing***

You may choose not to receive future marketing or advertising emails from us by clicking the unsubscribe link at the bottom of each marketing or advertising email that you receive from us. Alternatively, you may send us an opt-out request specifying your communications preferences to [privacy.issues@thomsonreuters.com](mailto:privacy.issues@thomsonreuters.com).



Please note that, even if you opt-out of receiving marketing or advertising emails, we may still send you transactional emails related to the performance of our Services or your account with us, including administrative emails, maintenance emails, operational emails (for example, in connection with a password reset request), and responses to any “contact” request you initiate.

We may also restart sending you marketing or advertising emails if you later opt-in.

### ***Interest-Based Advertising Notice***

#### *What is Interest-Based Advertising?*

Interest-based advertising, sometimes referred to as “targeted advertising”, “online behavioral advertising”, and “personalized advertising”, allows us to deliver personalized and/or targeted advertising to individuals that are tailored to individual interests, as well as to provide advertising-related services such as ad delivery, reporting, attribution, analytics, and market research. We serve interest-based advertising using information you make available to us when you interact with our Services and other sites, content, or products or services, which may be supplemented by third parties as discussed below. We deliver interest-based advertising on Thomson Reuters’s owned and operated sites, on unaffiliated sites, and through our Services.

Like other online advertising networks, we use cookies, web beacons, and other technologies to enable us to learn about what ads you are served, what ads you click, and other actions you take on our sites, on other sites, and sometimes offline



(collectively, “**Ad Stats**”). This allows us to provide you with more useful and relevant ads.

We allow third party companies to collect certain information when you visit our websites or use our Services. Third party advertisers and other third parties (including ad networks, ad delivery or ad serving companies, and other service providers they may use) may also collect information about your Ad Stats, in which they may use that information to assume that users who interact with or click on a personalized ad or content are part of the group that the ad or content is directed towards. Also, some third parties may provide us with information about you (such as the sites where you have been shown ads, your Ad Stats, and/or demographic information) from offline and online sources that we may use to provide you more relevant and useful advertising.

Advertisers or ad companies working on their behalf sometimes use technology to serve the ads that appear on our sites or Services directly to your browser. They automatically receive your IP address and/or information from cookies when this happens. They may also use third party cookies to measure the effectiveness of their ads and to personalize ad content. We do not have access to or control over third party cookies or other features that advertisers and third party sites may use, and the privacy practices of these advertisers and third party websites are not covered by this Privacy Statement. Please contact them directly for more information about their privacy practices.

*How do I Opt-out of Interest-Based Advertising?*



You may choose not to receive interest-based advertising. Please note that, even if you opt-out of receiving interest-based advertising, you will still receive advertisements and marketing materials, but they will not be personalized to you specifically.

For some of our vendors that participate in the Digital Advertising Alliance (DAA), you can exercise your online advertising choices for those vendors to opt-out of interest-based advertising at <http://optout.aboutads.info>. You may also opt out of receiving interest-based ads from many sites through the Network Advertising Initiative's (NAI) Opt Out Tool (<http://www.networkadvertising.org/choices>) and in the EU at <http://www.youronlinechoices.com/>.

### *How Do I Opt-Out of Advertising on Mobile Devices?*

Mobile devices have an advertising identifier that gives companies the ability to serve targeted ads to a specific mobile device. Depending on your specific device, you may be able to limit advertising or reset the advertising identifier within your mobile device privacy settings. Another tool you can use to control advertising on your mobile device is the AppChoices App: <http://youradchoices.com/appchoices>. You may also choose to turn off the device's location tracking on your mobile device depending on your specific device.

Please note that some of the options described in the paragraphs above that you select are browser-specific or device-specific, so you may need to opt-out again if you delete cookies, use a different device, or change browsers.

## **Contact us**



If you have any questions about our use of cookies or about IBA, you can find the most recent contact details in our [Privacy Statement](#).

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# Thomson Reuters supplemental Privacy Statement for content distributed with Thomson Reuters Services

## 1. Introduction

As a global business information services company, our business proudly distributes informational content within our Services. This Supplemental *Privacy Statement for Content Distributed with Thomson Reuters Services* (“**Informational Content Privacy Statement**”) supplements the above [Privacy Statement](#) and further explains how we distribute and curate this informational content.

## 2. Why does Thomson Reuters publish informational content?

Thomson Reuters publishes various types of content, such as statutes, laws, regulations, rules, court cases, opinions, expert analysis, articles, forms, public records, treatise, dictionaries, and many other types of information, that we believe have professional and jurisprudential value for our customers or the general public.



### **3. How does Thomson Reuters obtain informational content?**

Thomson Reuters obtains informational content in a number of ways – sometimes we purchase or license the content from others, sometimes we receive the content pursuant to a contract where we are required to curate and distribute the content, sometimes we commission the content ourselves, and sometimes the content is collected from a number of public sources, like public records, journalistic sources, and information in the public domain. Any personal information contained in informational content that is subsequently distributed by Thomson Reuters originates from the original text of the informational content.

### **4. How does Thomson Reuters curate informational content?**

In addition to distributing the informational content, Thomson Reuters curates the content – in other words, Thomson Reuters prepares and provides summaries, metadata, or other related information concerning the original content. For example, reported cases in our legal products might include a headnote, key cite, and other metadata, as well as the full-text court case. In many cases, Thomson Reuters prepares the curation of the content. Any personal information contained in the curation is derived from personal information included in the original information content supplied by the source of that content.

### **5. Does Thomson Reuters edit or change the substances of the original information content?**



Except for clerical/typographical errors and format changes in compliance with editorial house styles and except as directed by source of the original information content, Thomson Reuters does not edit or change the substance of the original information content in most cases.

## **6. What if I want to change or delete my personal information contained in the information content or just want the informational content removed?**

In many cases, we are not the source of the information content and Thomson Reuters is not obliged to change or delete the substance of the original content including any personal information unless we receive a verified request from the source of the information content, such as, for example, a court order from the court that issued the court case in the first place.

If you have any questions or concerns regarding the substance of any informational content or your personal information as contained in that information content, please contact the source of the informational content and work with them directly to resolve your questions or concerns.



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# ALL DATABASES

CLEAR contains data aggregated from multiple sources by, on behalf of, or as licensed by West Publishing Corporation, a Thomson Reuters company, to provide you with accurate and authoritative information concerning the subject matter covered. However, the nature of the data and the collection processes limit our ability to independently verify and/or validate any of the data and all data is subject to change at any time without notice. Neither West nor its Providers warrant the comprehensiveness, completeness, accuracy or adequacy of the data for any purpose. West, its Providers and their directors, employees, contractors, and agents disclaim all warranties, expressed or implied, as to any matter whatsoever and shall not be responsible for any loss or damage that may directly or indirectly arise as the result of the use of the data contained in the Service.

The data was not necessarily prepared or compiled by persons licensed to practice law in a particular jurisdiction. West is not engaged in rendering legal or other professional advice, and data you obtain through the Service is not a substitute for the advice of an attorney. If you require legal or other expert advice, you should seek the services of a competent attorney or other professional.

As used herein, these capitalized terms shall be defined as follows:

**“End User”** means an employee, subcontractor, or agent of subscriber that is authorized to use the Service within the scope of the Agreement.

**“Provider”** means a Supplier, Contributor, or other third party entity or individual that licenses or otherwise supplies data to West.

**“You” or “Your”** means the client, customer or subscriber identified in the Agreement.

**“Service”** means the particular products, software, services, and data that West makes available for use by End Users.

Any other capitalized term used in these Additional Terms but not otherwise defined will have the meaning assigned to it in your Agreement.

**WEST IS NOT A CONSUMER REPORTING AGENCY AND NONE OF THE INFORMATION PROVIDED THROUGH THE SERVICE CONSTITUTE A "CONSUMER REPORT" AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. SEC 1681 ET SEQ. BY ACCESSING THIS DATA, YOU AGREE THAT YOU WILL NOT UTILIZE THE DATA (I) AS A FACTOR IN ESTABLISHING AN INDIVIDUAL'S ELIGIBILITY FOR CREDIT OR INSURANCE, (II) IN CONNECTION WITH UNDERWRITING INDIVIDUAL INSURANCE, (III) IN EVALUATING AN INDIVIDUAL FOR EMPLOYMENT PURPOSES, (IV) IN CONNECTION WITH A DETERMINATION OF AN INDIVIDUAL'S ELIGIBILITY FOR A LICENSE OR OTHER BENEFIT GRANTED BY A GOVERNMENTAL AUTHORITY, (V) IN CONNECTION WITH ANY PERMISSIBLE PURPOSE (AS DEFINED BY THE FAIR CREDIT REPORTING ACT), OR (VI) IN ANY OTHER MANNER THAT WOULD CAUSE SUCH USE OF THE SERVICE TO BE CONSTRUED AS A CONSUMER REPORT BY ANY AUTHORITY HAVING JURISDICTION OVER ANY OF THE PARTIES. MOREOVER, YOU AGREE NOT TO TAKE ANY ADVERSE ACTION, WHICH IS BASED IN WHOLE OR IN PART ON THE DATA, AGAINST ANY CONSUMER. THE TERMS "ADVERSE ACTION" AND "CONSUMER" SHALL HAVE THE SAME RESPECTIVE MEANING AS THOSE TERMS ARE DEFINED IN THE FCRA.**

**DATA MAY NOT BE USED FOR COMMERCIAL SOLICITATIONS, MARKETING, FUNDRAISING, OR OTHER SIMILAR ACTIVITIES OR RELATED PURPOSES.**



# SUPPLIER ADDITIONAL TERMS

## ARREST/ARREST RECORDS

*See Supplier Additional Terms: Court Records.*

## BANKRUPTCY

This data cannot be used to compile, verify or supplement any mailing lists, geographic or trade directories, business or consumer directories, or other compilation.

## BUSINESS PHONES

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

## CANADIAN PHONES/CANADIAN BUSINESS PHONES

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

## COURT RECORDS

By accessing the various court records made available to you through the Service, you acknowledge that this data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

## CALIFORNIA

data from the California Sex Offender Registry may only be used to protect a person at risk and may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) employment, (f) education, scholarships, or fellowships, (g) housing or accommodations, or (h) benefits, privileges, or services provided by any business establishment.

## CONNECTICUT

*Department of Corrections*

This data contains names and information on individuals who are sentenced or currently on pre-trial status and have not been convicted. This information is not to be used for the purposes of criminal background checks.

*Judicial Branch data*

Data may not be used to allow, enable or otherwise support the transmission by e-mail, telephone or facsimile of mass,

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unsolicited, commercial advertising or solicitations to entities other than its own existing customers.

## MAINE

The Maine Sex Offender Registry data may be used for public safety and community awareness purposes only.

## NEW JERSEY

data from the New Jersey Sex Offender Registry may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) education, scholarships, or fellowships, (f) benefits, privileges, or services provided by any business establishment, unless for purposes of public safety, or (g) housing or accommodations.

## NEW MEXICO

New Mexico data may not be used for solicitation or fund-raising purposes.

## NEW YORK

New York data may not be used for solicitation or fund-raising purposes.

## SOUTH CAROLINA

South Carolina data may not be used for solicitation or fund-raising purposes.

## WASHINGTON

The data provided is based on information obtained from the courts as of the period of time covered by the most current update. The Administrative Office of the Courts and the Washington Courts ("AOC"): 1) do not warrant that the information is accurate or complete except for court purposes; 2) make no representations regarding the identity of any persons whose names appear in the Index; and 3) deny liability for any damages resulting from the release or use of the data. To verify the information, the user should personally consult the "official" record reposing at the court of record. In addition to the terms of your subscription agreement and without in any way limiting your subscription agreement, you acknowledge and agree that:

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CORRECT, OR COMPLETE. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS YOUR RESPONSIBILITY TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT WITH OFFICIAL COURT INFORMATION REPOSING AT THE COURT OF RECORD.

LIMITATION OF LIABILITY: YOU ACKNOWLEDGES AND ACCEPTS THAT ALL INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT IS PROVIDED ON AN AS IS BASIS AND THAT THE INFORMATION AND DATA MAY BE SUBJECT TO ERROR OR OMISSION AND THEREFORE AGREES THAT THE AOC SHALL NOT BE RESPONSIBLE NOR LIABLE IN ANY WAY WHATSOEVER FOR THE VALIDITY OF ANY DATA PROVIDED OR FOR THE USE OF THE INFORMATION AND DATA PROVIDED. SPECIFICALLY:

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#### **CRIMINAL & INFRACTIONS**

*See Supplier Additional Terms: Court Records.*

#### **DIVORCE**

*See Supplier Additional Terms: Court Records.*

#### **DOCKETS/DOCKET RECORDS**

*See Supplier Additional Terms: Court Records.*

#### **DRIVER LICENSES – Texas**

This data may not be used to engage in any method, act, or practice which is unfair or deceptive, nor may it be used for marketing or solicitations, or surveys not authorized by law.

#### **DUN & BRADSTREET**

1. All information that Dun & Bradstreet, Inc. ('D&B') furnishes to you ('Information') will be used by you solely as one factor in your credit, insurance, marketing or other business decisions and will not be used to determine an individual's eligibility for credit or insurance to be used primarily for personal, family or household purposes or to

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determine an individual's eligibility for employment. You also agree that the Information will not be used to engage in unfair or deceptive practices.

2. You agree that the Information is licensed for your internal use only and you agree that it will not be reproduced, revealed or made available to anyone else. Notwithstanding the above, you may make limited excerpts of Information available to any of your clients only and where the provision of such Information is (i) incidental to the services that you provide to your client and (ii) such provision of Information is an amount which would not cause the Information so used or disclosed to be susceptible to use substantially as an original source of or as a substitute for the Information being licensed hereunder. You agree that you are solely responsible for any claim or cause of action arising out of or relating to use of the Information by you or any individuals or entities to whom the Information was shared.

3. You understand that you are the beneficiary of a contract between D&B and West and that, under that contract, both D&B and West have reserved certain rights that may result in the termination of your right to receive Information from D&B. In addition, D&B may terminate this Agreement at any time if you breach any of its terms.

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5. YOU AGREE THAT NEITHER D&B NOR WEST WILL BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY. YOU ALSO AGREE THAT D&B'S AND WEST'S LIABILITY FOR ANY AND ALL LOSSES, DAMAGES OR INJURIES THAT YOU SUFFER OR INCUR ARISING OUT OF ANY ACTS OR OMISSIONS OF D&B OR WEST IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED HEREUNDER. REGARDLESS OF THE CAUSE OF THE LOSS, DAMAGE OR INJURY AND REGARDLESS OF THE NATURE OF THE LEGAL RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED \$10,000 AND YOU COVENANT AND PROMISE THAT YOU WILL NOT SUE D&B OR WEST FOR A GREATER AMOUNT.

6. You acknowledge and agree that the copyright to the Information is and shall remain with D&B. You acknowledge that the Information, regardless of form or format, is proprietary to D&B and comprises: (a) works of original authorship, including compiled information containing D&B's



selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential or trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm D&B. You shall not commit or permit any act or omission by your agents, employees or any third party that would impair D&B's proprietary and intellectual property rights in the Information. You agree to notify D&B immediately upon obtaining any information regarding a threatened or actual infringement of D&B's rights.

7. These terms are in addition to those found in your subscriber agreement. If there is a conflict between these Terms and those found in any such subscription agreement then these Terms will apply.

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#### EXPERIAN CREDIT HEADER

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You acknowledge that the data contained in this database may be compiled by West from numerous suppliers, and that you have been allowed access to this data because of your representations, regarding its authorized use of the data.

You shall indemnify, defend and hold harmless West and its suppliers, from and against any and all liabilities, damages, losses, claims, costs, fees and expenses (including attorney fees) arising out of or relating to your use of this data. West and its third party suppliers are entitled to enforce the data security, use, legal compliance and indemnification provisions of your Agreement directly against you as third party beneficiary; provided however, the foregoing paragraph shall not be applicable to local, state, and federal government agencies or as otherwise excepted in your subscription agreement.

You agree to immediately notify West of any misuse or compromise of the information contained in this database. Failure to comply with these terms, including the Experian

Access Security Requirements below, or other terms within your Agreement will result in temporary or permanent blocks on access to this database or termination of your Agreement. This data cannot be used to prepare, publish, clean or maintain any directory or provide any directory service to the general product. You further agree that you will not provide this data to any person or entity for resale. By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

#### EXPERIAN ACCESS SECURITY AGREEMENT

The following information security measures are designed to provide guidance to you in relation to preventing unauthorized access to consumer information that you receive through the West Services. The information provided below is considered the minimum baseline for information security. It is your responsibility to implement appropriate controls to protect the privacy and information of consumers. Capitalized terms used herein have the meaning given in the Glossary attached hereto.

In accessing Experian's services, you agree to follow these security requirements:

##### 1. Implement Strong Access Control Measures

- 1.1 Each User should have a separate, unique user ID logon password. PASSWORD SHARING IS STRICTLY PROHIBITED
- 1.2 Ensure that user IDs are not shared, either internally or externally. PASSWORD SHARING IS STRICTLY PROHIBITED AND IS GROUNDS FOR SUSPENSION OR TERMINATION OF YOUR ACCESS.
- 1.3 Ensure that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.4 Keep user passwords Confidential.
- 1.5 Develop strong passwords that are:
  - Not easily guessable (i.e. password should NOT contain your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.6 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.7 Restrict the number of key personnel who have access to consumer information.
- 1.8 Ensure that personnel who are authorized access to consumer information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.



1.9 Ensure that you and your employees do not access your own consumer information or those reports of any family member(s) or friend(s) unless it is in connection with a valid business transaction or for another permissible purpose.

1.10 Implement a process to terminate access rights immediately for users that are terminated or when they have a change in their job tasks and no longer require access to consumer information.

1.11 After normal business hours, turn off and lock all devices or systems used to obtain consumer information.

1.12 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain consumer information.

## 2. Maintain a Vulnerability Management Program

2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.

2.2 Configure infrastructures such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including these practices may include disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.

2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:

- Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
- If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
- On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.

2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:

- Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
- If you suspect actual or potential Spyware, immediately cease accessing the system and do

not resume the inquiry process until the problem has been resolved and eliminated.

- Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
- Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

## 3. Protect data

3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)

3.2 All Experian data is classified as Confidential and must be secured to this requirement at a minimum.

3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.

## 4. Maintain an Information Security Policy

4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.

4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.

4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of sensitive consumer information to protect against unauthorized access or use of that information.

4.4 Implement and maintain security training and awareness sessions for all staff to underscore the importance of security within your organization

## EXPERIAN GATEWAY

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down menu. If you do not have a permissible use, you agree that you will select “no permissible use” from the drop down menu. The information in this database may not be used for any purposes related to direct marketing.

By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

#### FICTITIOUS BUSINESS NAMES

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

#### FUGITIVES

*See Supplier Additional Terms: Court Records.*

#### GOOGLE MAPS

You understand and agree that your use of any Google mapping functionality will at all time comply with Google's Terms of Service ([http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html)) and all applicable Google legal notices ([http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html)).

#### HOUSEHOLD LISTINGS/PEOPLE HOUSEHOLDS

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

#### LAWSUITS

*See Supplier Additional Terms: Court Records.*

#### LICENSE PLATE RECOGNITION DATA – LEARN PLATFORM TERMS OF USE

If authorized, you agree that access and use of the LEARN platform and any data contained therein is governed by and will at all time comply with the Vigilant Terms of Use ([http://learn-nvls.com/learn/LEARN\\_Hosted\\_Server\\_User\\_Agreement.pdf](http://learn-nvls.com/learn/LEARN_Hosted_Server_User_Agreement.pdf)).

#### LICENSE PLATE RECOGNITION (“LPR”) DATA – GATEWAY USAGE AND PRIVACY POLICY

By accessing the LPR data, you agree that your use of the data will at all times comply with CA Civil Code §§1798.90.5-1798.90.55.

Use of LPR data. Access to LPR data via the gateway in CLEAR is limited to subscribers that have a legitimate law enforcement or investigative purpose and a permissible use under the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (“DPPA”).

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Users and Training. Employees and subcontractors of Thomson Reuters are authorized to access and use the LPR data to demonstrate the system to actual and potential subscribers, to provide customer support, and to maintain the LPR data and CLEAR. Subscribers are authorized to access the LPR data in accordance with this policy. Subscribers are required to maintain the confidentiality of the LPR data and to train all end users on its confidentiality and permissible use obligations.

Monitoring and Compliance. LPR data in West’s systems is monitored in accordance with West’s standard procedures to ensure the security of the LPR data and compliance with applicable laws, rules and regulations. Furthermore, we maintain usage logs in accordance with DPPA requirements.

Sales, Sharing or Transfer of LPR data. We authorize access to the LPR data in accordance with this policy. All subscribers are required to have entered into a definitive agreement with us prior to accessing the LPR data.

Custodian/Owner of the LPR System; Accuracy; data Retention. Vigilant Solutions, Inc. is the custodian and owner of the LPR system that is accessible via CLEAR. Please see Vigilant’s Usage and Privacy Policy (<https://www.vigilantsolutions.com/lpr-usage-and-privacy-policy/>) for information on data accuracy and retention.

The terms contained in this Supplier Additional Terms document is implemented and maintained by the public records compliance team of the legal business unit of Thomson Reuters. Please see the Public Records Privacy Statement (<http://legalsolutions.thomsonreuters.com/law-products/about/legal-notices/privacy/records>) for more information on the availability and accuracy of the LPR data and the process to contact the public records compliance team.

#### MARRIAGES

*See Supplier Additional Terms: Court Records.*

#### NEW MOVERS

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**

#### REAL PROPERTY

This data may not be used for any direct marketing or solicitation purpose. By accessing this data you acknowledge and agree that you will not infringe on any consumers' rights of privacy and will, at all times, adhere to fair information practices. You are expressly prohibited from using any element or component of the real property data to create, replace, supplement or enhance any title, legal, vesting, ownership or



encumbrance report. You further agree that you may not use the data, coupled with alternative insurance approaches or products without first obtaining written permission.

#### **REAL-TIME MOTOR VEHICLES GATEWAY**

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Furthermore, you agree to comply with the following:

1. Access to Motor Vehicle data: The Driver's Privacy Protection Act ('DPPA') as well as state law restricts the use of motor vehicle data to certain "permissible uses." subscribers who access motor vehicle data shall require its End Users to acknowledge compliance with these laws and only permit them to access motor vehicle information for the specific DPPA permissible purposes. You represent and warrant that motor vehicle information will not be accessed without an approved DPPA permissible purpose for each access, that motor vehicle information shall be used only for such permissible purpose, and that you are the end user of the information. You shall employ commercially reasonable procedures to track and monitor End User access to and use of motor vehicle data and investigate any allegations of misuse of the motor vehicle data in full cooperation with West and/or its provider of this motor vehicle information, or at the request of a state. You acknowledge that in addition to other remedies of West and/or its provider any non-compliance by you with the above provision shall result in West revoking your access to and use of motor vehicle information. You acknowledge that motor vehicle data is licensed to you for your internal use only and may not be reproduced, or disclosed to anyone else unless permitted by law. Motor vehicle data shall not be appended to any other data or file except in the context of a report prepared for and consistent with the approved DPPA permissible purpose for which the motor vehicle data was accessed. You acknowledge that all right, title and interest in and to the motor vehicle data is retained by West and/or its provider, and you shall not commit or permit any act or omission that would impair such rights.

2. Warranty: The motor vehicle data shall be as current, accurate and complete as may be achieved using the source data and compilation and data processing methods customarily employed by West and its provider in the ordinary course of business, but is not warranted as being error free. Neither West nor its provider attempt to independently verify the completeness, accuracy or authenticity of this data.

Accordingly, the data is provided on an 'as is' 'as available' basis.

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Any use or reliance upon the data by you shall be at your own risk. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability: IN NO EVENT SHALL WEST NOR ITS PROVIDER, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.

4. Subscriber is responsible for all damages due to the misuse of this data by subscriber or any other party receiving such Regulated data from or through subscriber.

#### **SEX OFFENDER**

*See Supplier Additional Terms: Court Records.*

#### **TRAFFIC CITATIONS**

*See Supplier Additional Terms: Court Records.*

#### **TRANSUNION GATEWAY**

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By accessing this data, you shall use information obtained from each individual request for data only one time and shall hold this data in the strictest confidence. You shall not disassemble, decompile, or in any way reverse engineer this data. You shall use this data: (1) solely for your certified permitted use and shall not request, obtain or use this data for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing this data to any other party, whether alone, in conjunction with your own data, or otherwise in any service which is derived from the data; and (2) subject to your subscription agreement. data shall be requested by, and disclosed only the your designated and authorized End Users having a need to know and only to the extent necessary to enable you to use the data in accordance with your subscription agreement. You shall ensure that such designated and authorized End User shall not attempt to



obtain any data on themselves, associates, or any other person except in the exercise of their official duties. With just cause, such as violation of the terms of subscription agreement or a legal requirement, or a material change in existing legal requirements that adversely affects the your agreement, West may, upon its election, discontinue serving the data. You understand and agree that you may not use any data for any marketing purposes without prior written consent.

#### UNCLAIMED ASSETS

*See Supplier Additional Terms: Court Records.*

#### UTILITY RECORDS

The information in this database may not be used for any purposes related to direct marketing. Further, this data may not be used to create or enhance telemarketing calling lists or direct mailing lists or similar.

#### VEHICLE & TRAFFIC

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#### VEHICLE REGISTRATIONS

This data may not be used for such direct marketing activities as direct mail and telemarketing. Furthermore, this data cannot be used (1) by any law enforcement agency for traffic violation applications, (2) any toll road application, (3) in any automated system which detects traffic violations or identifies traffic violators or the vehicles involved, (4) for providing motor vehicle history reports, or (5) for providing motor vehicle statistical reports except in matters of litigation or associated investigations. This data cannot be used for any of the following services, or in connection with: motor vehicle manufacturers; matters of motor vehicle warranty, product alterations, recalls, advisories, customer surveys or research or performance monitoring of motor vehicles or dealers, law enforcement for traffic violation applications; toll road applications; any automated system that detects traffic violations or identifies traffic violators or the vehicles involved; for providing motor vehicle history reports; for providing motor vehicle statistical reports except in matters of litigation or associated investigations.

#### VOTER REGISTRATIONS

Voter registration data may not be used as the basis for commercial or charitable solicitation of any kind. This includes the mailing or delivering any advertisement of offer for any property, establishment, organization, product or service or for the purpose of mailing or delivering any solicitation for money, services, or anything of value. By accessing this data you acknowledge that access to certain data available through the Service, including voter registration data is regulated by state or federal laws. You agree not to access such data for any purpose that is not allowed by any applicable state or federal laws or regulations, or that is contrary to your subscription

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agreement. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Voter data from Kansas may only be used for political campaign or election purposes.

#### WARRANT RECORD

*See Supplier Additional Terms: Court Records.*

#### WORK AFFILIATIONS

**This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.**



# SUPPLIER DISCLAIMERS

## ARRESTS/ARREST RECORDS

See *Supplier Disclaimers: Court Records*.

## CORPORATIONS/CORPORATE FILINGS – California

THIS CALIFORNIA SECRETARY OF STATE DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE SACRAMENTO OFFICE OF THE CALIFORNIA SECRETARY OF STATE.

This data is provided for research purposes only and it is not the official record. Certified copies can only be obtained from the official source. West makes every effort to provide you with the most current data, however, information reported in this data may have been paid, terminated, vacated or released prior to today's date.

## CORPORATE RECORDS – Michigan

THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, CSCLB, CORPORATION DIVISION.

## CORPORATIONS/CORPORATE FILINGS – New York

To the extent that any of the information, material or data obtained from West Publishing Corporation ("West") is derived from the New York State, Department of State, Division of Corporations and state records:

- (1) Any such information, material or data is not an official record of the Department of State or of the State of New York;
- (2) West Publishing Corporation, hereby represents and acknowledges that it is not an employee or agent, for any matter whatsoever, of the Department of State or the State of New York;
- (3) West Publishing Corporation, the Department and the State of New York make no warranties, guarantees or representations of any kind, whether express or implied, or arising by custom or trade usage as to any matter whatsoever, without limitation, and specifically make no implied warranty of merchantability, fitness for any particular purpose or use, including but not limited to adequacy, accuracy, correctness, completeness, currentness, reliability or conformity to any representation, description, sample or model; and
- (4) Neither West Publishing Corporation, the Department, the State of New York nor its officers or employees shall be responsible for any loss or damage caused by the use of the information, material or data.

## COURT RECORDS

By accessing the various court records made available to you through the Service, you acknowledge that this data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

### ARIZONA

*Maricopa County Justice Courts*  
*Maricopa County Superior Court*  
*Arizona Supreme Court*

The above listed Courts in Arizona do not provide any warranties, express or implied that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records.

### ARKANSAS

The official custodian of all official court records for each court in Arkansas is the clerk of the court. The Arkansas Administrative Office of the Court ("AOC") is not the official custodian of any case record and provides only copies of data entered or provided by clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data. To verify a record's accuracy, contact the clerk of the court record.

### FLORIDA

Data received from the Manatee County Clerk of Circuit Court is for use in the ordinary course of business. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

### IDAHO

The information in the Idaho sex offender registry is provided only for the purpose of protecting the public. It is not to be used for the purpose of harassing or intimidating anyone. A person who uses registry information to commit a criminal



act against another person is subject to arrest and prosecution under sections 18-8326 or 18-8413, Idaho Code.

## **ILLINOIS**

Neither the Circuit Court of Cook County nor the Clerk of the Circuit Courts of Cook County warrants the accuracy, completeness, or currency of this data. This data is not an official record of the Court or the Clerk and may not be represented as an official court record.

## **INDIANA**

The data or information provided is based on information obtained from Indiana Courts on the date(s) indicated in the Indiana State & Federal Dockets Scope Information screen. It is the user's responsibility to verify the information by personally consulting the official record maintained by the Indiana Court in question. Indiana Office of Judicial Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information.

## **NORTH CAROLINA**

The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The data provided here is obtained from the North Carolina Administrative Office of the Courts ("NCAOC"), which is not the official custodian of any case records and provides only copies of data entered by the clerks. To verify a record's accuracy, contact the clerk of the court of record. The NCAOC provides no warranties, express or implied, that the information or data is accurate, correct, or complete. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data.

## **NORTH DAKOTA**

The data or information provided is based on information obtained from the North Dakota district courts as of the last working day of the most recent month. The Court Administrator and the North Dakota Supreme Court:

- A. Do not warrant that the information is accurate or complete except for court purposes;
- B. Make no representations regarding the identity of any persons whose names appear in the records; and
- C. Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record reposing at the district court.

## **OHIO**

The Ohio Department of Rehabilitation and Correction does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the Ohio data and expressly disclaims all warranties express or implied as to any matter whatsoever. The Ohio Department of Rehabilitation and Correction will not be responsible for any loss or damage caused by the use of the Ohio data.

## **OREGON**

The files containing data from the Oregon Judicial Department are not official records of the court, and you should verify the Oregon data by personally consulting the "official" record reposing at the court of record.

## **PENNSYLVANIA**

Electronic case record information received from the Commonwealth of Pennsylvania is not an official case record; official case records are maintained by the court in which the record was filed. The data or information provided is based upon information received by the Administrative Office of Pennsylvania Courts ("AOPC"). AOPC makes no representation as to the accuracy, completeness or utility, for any general or specific purpose, of the information provided and as such, assumes no liability for inaccurate or delayed data, errors or omissions. Use this information at your own risk. AOPC makes no representations regarding the identity of any persons whose names appear in the records. Use should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained.

## **WISCONSIN**

Wisconsin Circuit Courts Access website information is only a snapshot of the information accessible in the Wisconsin Director of State Courts Office Consolidated Court Automation Programs (CCAP) case management system on the date the information is downloaded by West.

## **CRIMINAL & INFRACTIONS**

*See Supplier Disclaimers: Court Records.*

## **DIVORCE**

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Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search



and search, as required to comply with statutory and contractual requirements.

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#### **LAWSUITS**

*See Supplier Disclaimers: Court Records.*

#### **MARRIAGES**

*See Supplier Disclaimers: Court Records.*

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#### **OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

The sanctions lists provided by the U.S. Department of the Treasury's Office of the Foreign Assets Control are one tool offered to assist users in utilizing the SDN List and/or the various non-SDN lists; use of Sanctions List Search is not a substitute for undertaking appropriate due diligence. The Department of the Treasury does not endorse any commercial product, service, process, or enterprise. The Department of the Treasury assumes no responsibility for the content or operation of the Service.

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down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the GLBA drop down menu. The information in this database may not be used for any purposes related to direct marketing.

#### **SEX OFFENDER**

*See Supplier Disclaimers: Court Records.*

#### **STATE DEATH RECORD**

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#### **TRAFFIC CITATIONS**

*See Supplier Disclaimers: Court Records.*

#### **UNCLAIMED ASSETS (UNCLAIMED-ALL; UNCLAIMED-XX)**

*See Supplier Disclaimers: Court Records.*

#### **UTILITY RECORDS (UTILITY-ALL; UTILITY-XX)**

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop



down menu. If you do not have a permissible use, you agree that you will select “no permissible use” from the drop down menu.

#### **VEHICLE & TRAFFIC**

*See Supplier Disclaimers: Court Records.*

#### **WARRANT RECORD**

*See Supplier Disclaimers: Court Records.*

#### **WATERCRAFT (State data)**

Your use of this data may be subject to privacy restrictions imposed by Driver’s Privacy Protection Act (“DPPA”) and state law. If you access motor vehicle, driver’s license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among “permissible uses” for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

#### **WORLD-CHECK® RISK INTELLIGENCE (WATCHLIST)**

Category Legal Notice: Category is based on information contained in the sources provided.

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This data, including all related files, print outs, copies and derivatives, may only be used in relation to or arising out of 'Know-Your-Customer' and anti-money laundering regulations or similar statutory or professional requirements applicable to you or your representation of a third party. These statutory or professional requirements must allow for or require the screening of individuals and entities for the prevention or detection of any unlawful act or the discharge of a function designed for protecting members of the public against serious improper conduct or mismanagement, both of which must be in the substantial public interest.

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# CHANGE LOG

DATE	CHANGE
5/12/2015	<ul style="list-style-type: none"> <li>Separated Supplier Terms and Supplier Disclaimers</li> <li>Updated Terms for Experian Credit Header, Dun &amp; Bradstreet, and Real-Time Motor Vehicles Gateway</li> </ul>
8/25/15	Twitter Supplier Terms added
10/14/15	Twitter Terms revised
10/27/15	Choice of Law and Jurisdiction removed from D&B terms
6/27/17	<p><u>Removed:</u></p> <ul style="list-style-type: none"> <li>Twitter Additional Terms</li> <li>Web Analytics – Yahoo Terms</li> </ul> <p><u>Added:</u></p> <ul style="list-style-type: none"> <li>License Plate Recognition data – LEARN Platform Terms of Use</li> <li>License Plate Recognition data – Gateway Usage and Privacy Policy</li> </ul>
6/7/18	<p><u>Revised:</u></p> <ul style="list-style-type: none"> <li>Business Phones</li> <li>Canadian Phones (People)/Canadian Business Phones</li> <li>Fictitious Business Names</li> <li>Household Listings/People Households</li> <li>New Movers</li> <li>Work Affiliations</li> <li>Corporate Records (Michigan)</li> <li>Corporations/Corporate Filings (New York)</li> </ul> <p><u>Added:</u></p> <ul style="list-style-type: none"> <li>Court Records- Indiana</li> <li>Court Records- Wisconsin</li> </ul>





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# Order Form

# Order ID:Q-01239155

Contact your representative [jason.inglebright@thomsonreuters.com](mailto:jason.inglebright@thomsonreuters.com) with any questions. Thank you.

## Subscriber Information

### Sold To Account Address

Account #: 1005038259  
MURFREESBORO POLICE DEPT  
ACCOUNTS PAYABLE  
1004 N HIGHLAND AVE  
MURFREESBORO TN 37130-2454 US

“Customer”

### Shipping Address

Account #: 1005038259  
MURFREESBORO POLICE DEPT  
ACCOUNTS PAYABLE  
1004 N HIGHLAND AVE  
MURFREESBORO TN 37130-2454 US

### Billing Address

Account #: 1005038259  
MURFREESBORO POLICE DEPT  
ACCOUNTS PAYABLE  
1004 N HIGHLAND AVE  
MURFREESBORO, TN 37130-2454 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means “West”, “we” or “our” and Customer means “Subscriber”, “you”, “my” or “I”. Subscription terms, if any, follow the ordering grids below

## ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$2,734.80	24

## Minimum Terms

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

## Post Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

## Miscellaneous

**Thomson Reuters General Terms and Conditions**, apply to all products ordered including ebooks, and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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

**Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your



permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

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

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

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

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

**CLEAR Fixed Rate Usage :** If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage :** If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Enterprise Law Enforcement Subscribers:** You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

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**. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.



Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

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Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Additional Order Form Terms and Conditions**

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

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Signature for Order ID: Q-01239155**

**ACKNOWLEDGEMENT Q-01239155**

**I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.**

\_\_\_\_\_  
**Signature of Authorized Representative for order**

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

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

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

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This Order Form will expire and will not be accepted after 8/16/2021 CT.

DocuSigned by:  
**APPROVED AS TO FORM:** *Adam F. Tucker*

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

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THOMSON REUTERS™

**Attachment****Order ID:Q-01239155**

Contact your representative [jason.inglebright@thomsonreuters.com](mailto:jason.inglebright@thomsonreuters.com) with any questions. Thank you.

Order ID: Q-01239155

**Payment, Shipping and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1005038259

**Order Confirmation Contact (#28)**

Contact Name:Terry, Bill

Email:wterry@murfreesborotn.gov

**ProFlex Multiple Location Details**

Account Number	Account Name	Account Address	Action
1005038259	MURFREESBORO POLICE DEPT	1004 N HIGHLAND AVE MURFREESBORO TN 37130-2454 US	New

**ProFlex Product Details**

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
250	Seats	42805290	CLEAR LICENSE PLATE RECOGNITION FOR FEDERAL ADD SEAT

**Account Contacts**

Contact Name	Email Address	Customer Type Description
Bill Terry	wterry@murfreesborotn.gov	CLEAR PRIMARY CONT
Bill Terry	wterry@murfreesborotn.gov	EML PSWD CONTACT

**IP Address Information**

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
0.0.0.0	0.0.0.0				

Sub Material	Quantity	Active Subscription to be Lapsed

**Charges During Minimum Term**

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
41308780	CLEAR Proflex	\$2,734.80	3.00%	\$2816.84	N/A	N/A	N/A	N/A	N/A	N/A

**Charges During Minimum Term**

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



# COUNCIL COMMUNICATION

**Meeting Date: 11/18/2021**

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**Item Title:** Downtown Parking and Mobility Study-Professional Services Task Order

**Department:** Transportation/Planning

**Presented by:** Jim Kerr, Transportation Director

**Requested Council Action:**

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

---

**Summary**

Professional Services Task Order for the Downtown Parking and East-West Mobility Study.

**Staff Recommendation**

Approval of the professional services task order with Neel-Shaffer, Inc. in the amount of \$235,775.

**Background Information**

Per staff's request, Neel-Schaffer, Inc. submitted a proposal in the amount of \$235,775 to perform a study of the parking and pedestrian mobility issues in the downtown and adjoining areas to the north and south. The purpose of this study is to help the City understand current parking needs, enhance east-west mobility in the northern downtown area, and help staff plan for future development in the downtown area. The study will include an inventory of current downtown parking, a review of the City's current parking policies, and recommendations for current and future parking needs.

Also included within this study are evaluations and recommendations for improved mobility to enhance street connections, accommodate on-street parking demands and preserve the safety of road users. The primary funding source for this study will come from the Economic Development's Contractual Services budget. Staff is seeking approval of this proposal to move forward with this project. A map outlining the study area is attached for your review.

**Council Priorities Served**

*Establish strong City brand*

Improvement of parking and pedestrian mobility will enhance the citizen and visitor experience in the downtown area, which is important to the public impression of the City given that a vibrant downtown is critical to positive City brand.

*Improve economic development*

The parking and mobility improvements to the downtown and surrounding areas will enhance vehicular and pedestrian access to current and proposed developments within



the downtown area.

**Fiscal Impact**

The primary funding source for this study will come from the Economic Development's Contractual Services budget.

**Attachments**

Professional Services Task Order with Neel-Schaffer, Inc.



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**PRIME EXHIBIT**

**TASK ORDER**

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<p>This is Task Order No. 17,</p> <p>Consisting of 2 pages</p>
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In accordance with subsection 1.1 of the Master Agreement between the City of Murfreesboro (“CITY”) and Neel-Schaffer, Inc. (“NEEL-SCHAFFER”) for Professional Services dated January 5, 2017, and amended January 1, 2021, (“Agreement”), CITY hereby authorizes NEEL-SCHAFFER to perform services as specified in this Task Order.

Specific Project Data

1. Project Name: **Downtown Parking and East-West Mobility Study**
2. Project Number: **N/A**
3. Site Location: **Downtown Murfreesboro as shown in Exhibit C**
4. Description of Project: **The study will undertake an assessment of public vehicular parking within the study area and evaluate east-west vehicular and pedestrian mobility in north downtown areas. City officials have identified the need to review these issues as the downtown community has rapidly evolved and matured related to residential and business land uses. The study will investigate conditions and establish preferred recommendations to help support and promote the downtown community.**
5. Scope of Work: **See attached Exhibit A**
6. Schedule: **See attached Exhibit A**
7. Compensation and Method of Payment and Pricing Schedule: **Hourly, per Schedule in Exhibit B**
8. CITY Representative and Contact Information:  
**Jim Kerr, Transportation Director**  
**111 West Vine Street, Murfreesboro, TN 37130**  
**615.893.6441**
9. This Task Order is subject to the Contract and special provisions as follows, if any: **N/A**
10. CITY Responsibilities and Services, if different from section 2.2: **See Exhibit A for additional details**
11. Subcontractors authorized by CITY: **N/A**
12. Documents Incorporated By Reference: **N/A**



NEEL-SCHAFFER is authorized to begin performance upon its receipt of a copy of this Task Order signed by CITY.

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_\_.

ISSUED AND AUTHORIZED BY:

ACCEPTED AND AGREED TO BY:

CITY OF MURFREESBORO

NEEL-SCHAFFER, INC.

\_\_\_\_\_

\_\_\_\_\_

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

Title: Engineer Manager-Vice President

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

Date Signed: September 22, 2021

APPROVED AS TO FORM

DocuSigned by:



Adam F. Tucker, City Attorney



## **EXHIBIT A**



## City of Murfreesboro

### **Downtown Parking & East-West Mobility Study**

The purpose of the study will serve to understand and inform city officials regarding current parking needs downtown and investigate enhancing east-west mobility in the north downtown area. The city desires a technical study to assess and provide recommendations to help the city plan for future development and parking and mobility needs in the downtown area. The study will approach the review by conducting a parking and mobility assessment of the study area as identified by the city.

#### **TASK 1 – Inventory existing parking availability in downtown core (see attached map)**

- Review previous studies and documentation provided by the City, including previous parking and planning studies for the downtown area (Comprehensive Plan, parking or planning studies conducted by downtown business organizations, etc.) and recently approved developments
  - Verify parking inventories previously performed (KCI study and city information}
  - Review private parking required by pending and permitted development approvals
  - Review previous plans for any other planned parking areas already identified and approved/vetted
- Physically inventory and document in GIS existing public, shared use, and private-property parking spaces available within the downtown parking study area
  - Coordinate with city GIS department to understand and develop data attribute structure consistent with city standards
  - Create GIS map showing Surface Parking (lots and on-street) and structures and inventory number of spaces per lot
  - Inventory special use or reserved spaces by signage or markings:
    - Accessible spaces
    - Motorcycle, bicycle parking, electric charging, other
    - Reserved spaces, limited times of day or durations
  - Obtain copies (if any) of any shared use agreements or leases for lots by the City and review for restrictions and available use
- Document and assess parking locations and occupancy (by means of windshield surveys, video recording and/or drone surveys) including on-street parking and parking lots.
  - Document parking occupancy during different times of day, days of week (as deemed reasonable and useful)
  - Document current parking limitations (duration/use) and full restrictions
  - Review/consider use of curb space and ROW for private and public uses (loading/unloading, trash removal, fire and emergency access, delivery trucks, transportation network companies (Uber, Lyft, etc.))
  - Review use/turnover of on-street parking based on certain existing land uses (restaurant/government uses) (short-term vs. long-term turnover)
  - Review special events usage or heavy volumes for traffic patterns that prevent use and wayfinding of lot usage
  - Review impacts from temporary street closures and lane restrictions
  - Review wayfinding, parking access and safety (sidewalk accessibility, lighting, signage, aesthetics (does it feel safe and inviting) based on customized rating system)



**TASK 1 DELIVERABLE:** GIS map with parking identified by type, accessibility, availability, restrictions

Tentative Duration of Task: 90 Days (November '21 through January '22)

**ITEMS NEEDED FROM CITY:** Provide documents such as Comprehensive Plan, parking space data, previous parking or planning studies of the downtown core, recent development orders pending approval/approved, other plans for planned parking locations/needs, existing GIS of downtown features, shared use parking lease agreements.

## **TASK 2 – Review City’s parking policies and characterize land use and changes**

- Review City ordinances, land use policies, and recent development code changes related to parking
  - Review enforcement of current ordinances
  - Review min/max requirements, trends, and best practices
- Interview opportunity with select city department staff to understand trends and issues of focus
- Document trends in land use changes occurring downtown and expected development
  - Current zoning of the study area
  - Land uses changes such as increased density, multi-use
  - Proposed or potential residential infill/redevelopment (townhomes) in north downtown
- Identify future parking opportunities
  - Identify shared use lot opportunities
  - Identify potential future public lot/on-street, and garage locations
  - Review, Summarize and Present paid parking options

**TASK 2 DELIVERABLE:** Parking Findings PowerPoint Summary

Tentative Duration of Task: 60 Days (Concurrent with Task 1 December '21 through January '22)

**ITEMS NEEDED FROM CITY:** Current parking ordinances and development code and any planned updates, zoning maps/GIS, code enforcement history for parking, proposed developments, Interview opportunity

## **TASK 3 – Perform parking needs assessment, policy analysis, and concept development**

- Generally assess current parking deficiencies and future parking demand based on land use/build-out scenario
  - Based on professional standards for parking projections
  - Peer review - research/interview up to two similar cities and summarize best practices/benchmark
- Evaluate paid parking opportunities
  - Fee in lieu
  - Metered parking (kiosk)
  - Parking by permit (residents, employees)
  - Apps and technology improvements
- Evaluate availability of parking information and tools and technology applications
  - Parking map availability on apps and social media, City website
  - Disseminating special parking info for events
  - Updates on closures using map apps like WAZE, etc.
  - Use of technology tools



- Conduct public and stakeholder involvement
  - Evaluate previous public and stakeholder involvement and comments received
  - Interview up to 10 downtown merchants to understand their concerns and insights (especially employee parking)
  - Conduct a downtown merchant survey (mailed or virtual survey platform on parking)
- Present scope of study and findings to city officials and business community (up to 4 meetings inclusive)

**TASK 3 DELIVERABLE:** Final report summarizing findings and recommendations (PowerPoint Summary)

Tentative Duration of Task: 120 Days (February '22 through May '22)

**ITEMS NEEDED FROM CITY:** Cities of interest for benchmarking, examples of parking information provided for events, previous downtown parking or planning public involvement documentation and comments received, downtown businesses for interviewing if preference

#### **TASK 4 – Evaluate east-west mobility through north downtown area and recommend action items**

The evaluation of east-west mobility within north downtown Murfreesboro will focus on enhancing vehicular and pedestrian movements in this portion of the downtown area. Existing street alignments provide conducive and familiar north-south traffic flow. As north downtown has continued to evolve, city officials have recognized the need to enhance street connections, accommodate on-street parking demand and preserve the safety of road users. The assessment seeks to identify opportunities to promote east-west traffic flow and safety that will support the growing residential and business community in north downtown Murfreesboro.

- Document current mobility trends through downtown area with specific focus on area north of public square
- Assess desirability of improving east-west mobility through north downtown (north of Burton St)
  - Obtain “Big Data” origin-destination information (StreetLight) to establish existing travel patterns
  - Obtain recent traffic counts from City
  - Collect new ADT traffic volume counts (subconsultant)
  - Document existing operational characteristics of streets
    - Intersection control
    - On-street parking
    - Street width
    - Presence and connectivity of sidewalk and trails
    - Bike lanes and bike routes
    - Land use
    - Transit options/connectivity
  - Public stakeholder involvement
  - Discuss Operational & Mobility options with City and prepare Assessment Report
  - Develop Conceptual Improvement scenarios

**TASK 4 DELIVERABLE:** Draft and Final Mobility Plan and improvement concepts (functional drawings, typical street cross-section guideline; visualization concepts; excludes opinion of costs)

Anticipated Duration of Task: 180 Days (concurrent with Tasks 1 thru 3) (December '21 through May '22)

Final deliverable includes opportunity for wrap-up workshop with city officials to present conclusions and recommendations. Workshop will present compilation of PowerPoint presentations.

**ITEMS NEEDED FROM CITY:** Supplementary traffic volume counts



## **EXHIBIT B**



**Exhibit B - Murfreesboro Parking and Mobilty**

<b>Task</b>	<b>Sr. Mgr</b>	<b>Eng Mgr</b>	<b>Prof III</b>	<b>Prof II</b>	<b>Prof I</b>	<b>Prof Int</b>	<b>Tech III</b>	<b>Tech II</b>	<b>TOTAL</b>
	<b>\$216</b>	<b>\$185</b>	<b>\$165</b>	<b>\$140</b>	<b>\$120</b>	<b>\$102</b>	<b>\$86</b>	<b>\$75</b>	
<b>TASK 1 – Inventory existing parking availability in downtown core</b>									
Review previous studies and documentation provided by the City, including previous parking and planning studies for the downtown area (Comprehensive Plan, parking or planning studies conducted by downtown business organizations, etc.) and recently approved developments:	1	4	2	16		8			\$4,342
Verify parking inventories previously performed (KCI study and city information}		1	1		2	16	16		\$3,598
Review private parking required by pending and permitted development approvals		1	1	8		4		8	\$2,478
Review previous plans for any other planned parking areas already identified and approved/vetted		1			2	16			\$2,057
<b>Physically inventory and document in GIS existing public, shared use, and private-property parking spaces available within the downtown parking study area:</b>									\$0
Coordinate with city GIS department to understand and develop data attribute structure consistent with city standards		1	2					4	\$815
Create GIS map showing Surface Parking (lots and on-street) and structures and inventory number of spaces per lot		1				40		80	\$10,265
Inventory special use or reserved spaces by signage or markings: accessible spaces, motorcycle, bicycle, EV, reserved, limited times		1				16	2		\$1,989
Obtain copies (if any) of any shared use agreements or leases for lots by the City and review for restrictions and available use		2	1	16		2		2	\$3,129
<b>Document and assess parking locations and occupancy (by means of windshield surveys, video recording and/or drone surveys) including on-street parking and parking lots:</b>									\$0



Document parking occupancy during different times of day, days of week (as deemed reasonable and useful)		1			8	80			\$9,305
Document current parking limitations (duration/use) and full restrictions		1				16			\$1,817
Review/consider use of curb space and ROW for private and public uses (loading/unloading, trash removal, fire and emergency access, delivery trucks, transportation network companies (Uber, Lyft, etc.))		1		16	2	16		4	\$4,597
Review use/turnover of on-street parking based on certain existing land uses (restaurant/government uses) (short-term vs. long-term turnover)		2		16	2	16			\$4,482
Review special events usage or heavy volumes for traffic patterns that prevent use and wayfinding of lot usage		2	2		4	40			\$5,260
Review impacts from temporary street closures and lane restrictions		2			8	40			\$5,410
Review wayfinding, parking access and safety (sidewalk accessibility, lighting, signage, aesthetics (does it feel safe and inviting) based on customized rating system)		2	1		4	24			\$3,463
<b>TASK 1 DELIVERABLE: GIS map with parking identified by type, accessibility, availability, restrictions</b>	2	4	2			24		40	\$6,950
<b>SUBTOTAL TASK 1 HOURS</b>	3	27	12	72	32	358	18	138	<b>\$69,957</b>
<b>TASK 2 – Review City’s parking policies and characterize land use and changes</b>									
Review City ordinances, land use policies, and recent development code changes related to parking (enforcement, min/max requirements, trends, and best practices)	1	1	1	24	1	8		4	\$5,162
Interview select city department staff to understand trends and issues of focus		8	8	4		4			\$3,768
Document trends in land use changes occurring downtown and expected development (current zoning, land use/density changes, proposed/potential residential infill)		1		24	1	8			\$4,481
Identify future parking opportunities (shared use lots, future public lot, on street or garage locations)		16	1	8	2	8		8	\$5,901
Review, summarize, present paid parking options		8		24		2		4	\$5,344



<b>TASK 2 DELIVERABLE: Parking Findings Summary PowerPoint</b>	1	4	2	24	8	2		16	\$7,010
<b>SUBTOTAL TASK 2 HOURS</b>	2	38	12	108	12	32	0	32	<b>\$31,666</b>
<b>TASK 3 – Perform parking needs assessment, policy analysis, and concept development</b>									\$0
Generally assess current parking deficiencies and future parking demand based on land use/build-out scenario (professional standards and peer review with 2 cities)		2	4	40	2	40		4	\$11,250
Evaluate paid parking opportunities (fee in lieu, metered kiosk, parking by permit, apps)		8		24				4	\$5,140
Evaluate availability of parking information and tools and technology applications (apps, social media, website, event parking info, road closures, technology)		1	8	16				16	\$4,945
<b>Conduct public and stakeholder involvement:</b>									\$0
Evaluate previous public and stakeholder involvement and comments received		1	4	4		1		4	\$1,807
Interview up to 10 downtown merchants to understand their concerns and insights (especially employee parking)		4	2	16	1	8		4	\$4,546
Conduct a downtown merchant survey (mailed or virtual survey platform on parking)		1	2	16	1	4		4	\$3,583
Present scope of study and findings to city staff, city council and business community (up to 4 meetings)	1	16	2	16	1	8		4	\$6,982
<b>TASK 3 DELIVERABLE: Final report summarizing findings and recommendations (PowerPoint Summary)</b>	2	8	2	24	4	4		24	\$8,290
<b>SUBTOTAL TASK 3 HOURS</b>	3	41	24	156	9	65	0	64	<b>\$46,543</b>
<b>TASK 4 – Evaluate mobility through downtown area and recommend improvements</b>									\$0
Document current mobility trends through downtown area with specific focus on area north of public square		4	4	12	12	12			\$5,744
<b>Assess desirability of improving east-west mobility through north downtown (north of Burton St):</b>		4		8	16				\$3,780
Obtain “Big Data” origin-destination information (StreetLight) to establish existing travel patterns (see quote below for update from Streetlight)			8	32					\$5,800
Obtain recent traffic counts from City			1	4			4		\$1,069



Collect new ADT traffic volume counts (subconsultant)									\$0
Document existing operational characteristics of streets (intersection control, on-street parking,street width, sidewalk/trail connectivity, bike lanes/routes, land use, transit options/connectivity					16	16			\$3,552
Public/Stakeholder involement	8	16		32		16	16		\$12,176
Discuss/report on operational & mobility options		16	16	16	16		20	20	\$12,980
Develop concept improvement scenarios		8	16	16	16		40	40	\$14,720
<b>TASK 4 DELIVERABLE: Draft and Final Mobility Plan and improvement concepts (functional drawings, typical street cross-section guideline; visualization concepts; excludes opinion of costs)</b>		8	16	32	8	24	20	20	\$15,228
<b>SUBTOTAL TASK 4 HOURS</b>	<b>8</b>	<b>56</b>	<b>61</b>	<b>152</b>	<b>84</b>	<b>68</b>	<b>100</b>	<b>80</b>	<b>\$75,049</b>

<b>TOTAL HOURS AND LABOR</b>	<b>16</b>	<b>162</b>	<b>109</b>	<b>488</b>	<b>137</b>	<b>523</b>	<b>118</b>	<b>314</b>	<b>\$223,215</b>
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**EXPENSES**

Mileage for out-of-state staff to attend meetings/site visit	500	miles	\$0.56	\$280
Streetlight \$9600 Basic Subscription - City Owned Subscription Direct Cost				\$9,600
Bi-Directional ADT Counts (QC)				\$2,680

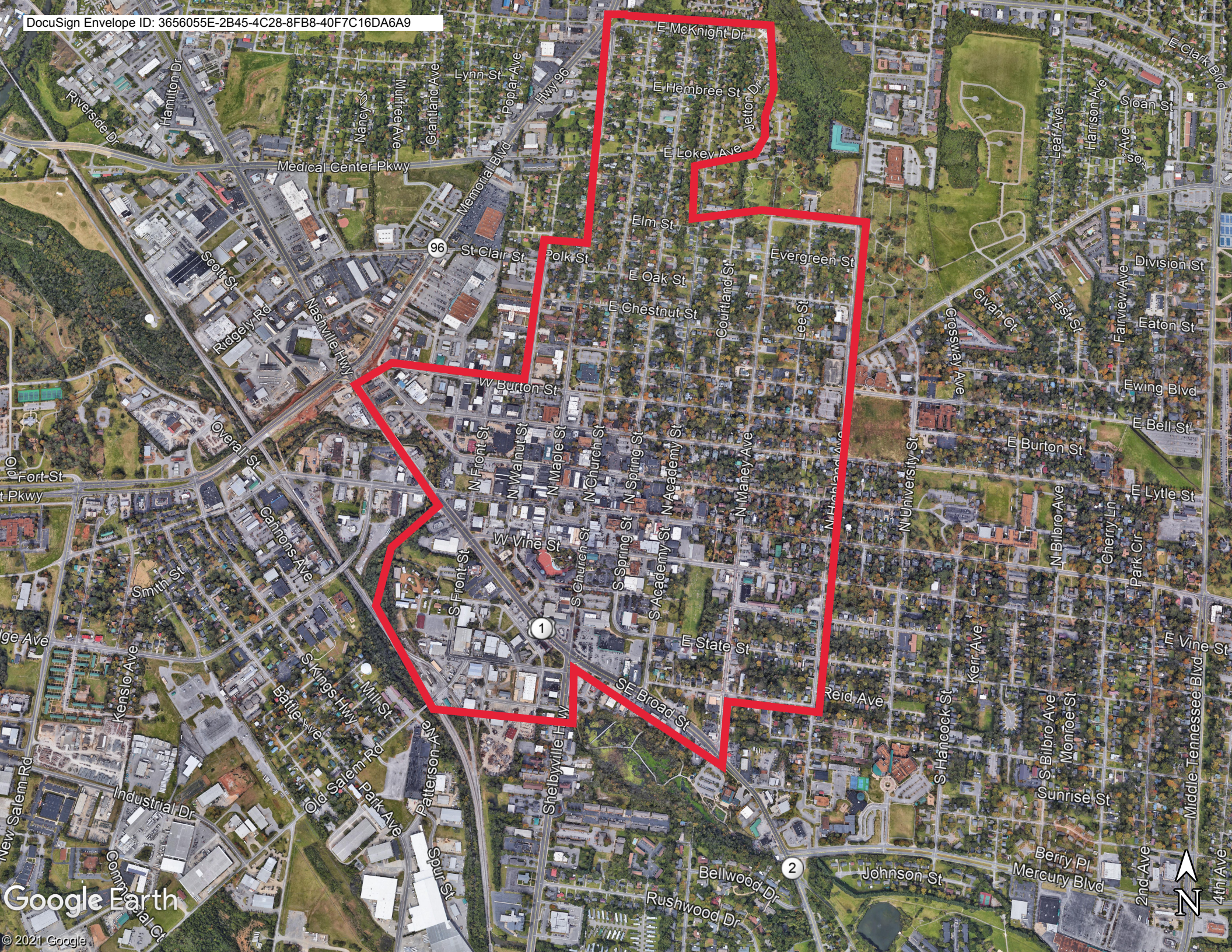
<b>TOTAL EXPENSES</b>	<b>\$12,560</b>
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<b>TOTAL FEE</b>	<b>\$235,775</b>
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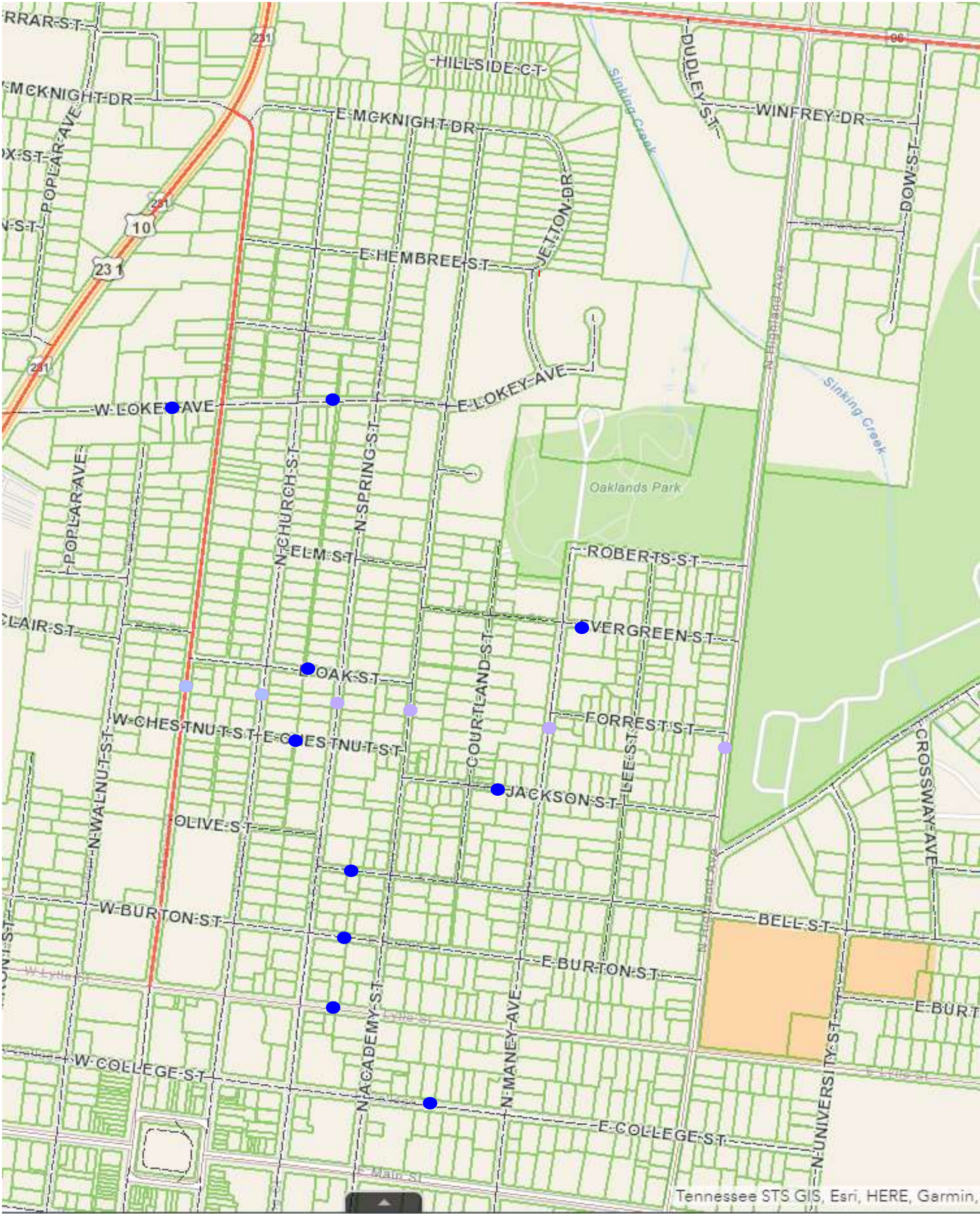
## **EXHIBIT C**







**EXHIBIT C-2**



- East / West Streets - Traffic Count Locations (10)
- North / South Streets - Traffic Count Locations (6)



# COUNCIL COMMUNICATION

Meeting Date: 11/18/2021

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**Item Title:** Gateway Commission

**Department:** Administration

**Presented by:** Mayor

**Requested Council Action:**

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

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**Summary**

Appointment to the Gateway Commission.

**Background Information**

The Commission makes informed recommendations to City Council about the sale, lease, gift or other use of Murfreesboro Gateway property which recommendation shall then be accepted or rejected in their totality by the City Council. As established by Resolution 03-R-29, there are five appointed members for three-year terms.

**Council Priorities Served**

*Engaging Our Community*

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

**Attachments:**

Memo from Mayor McFarland





*. . . creating a better quality of life.*

November 18, 2021

Members of City Council

**RE: Recommended Appointments – Gateway Commission**

As an item for the City Council Agenda, I am recommending the following appointments to the Gateway Commission.

Appoint Mr. Gabe Fraizer filling the vacancy left by Boyd Evans (term expires October 1, 2024)

Sincerely,

Mayor Shane McFarland