### MURFREESBORO CITY COUNCIL Regular Session Agenda Council Chambers – City Hall – 6:00 PM January 7, 2021

### PRAYER

Mayor Shane McFarland

### PLEDGE OF ALLEGIANCE

### Consent Agenda

- 1. Airport Terminal Project Final Change Order (Airport)
- 2. Airport Hangar 1 Replacement Design-Build Contract, Change Order No. 1 (Airport)
- 3. Amendment to Master Service Agreement (Information Technology)
- 4. Supplemental Agreement with Cowden Associates for Professional Financial Services related MED Pension Plan (Legal)
- 5. Pavement Marking Contract with Pope Striping (Transportation)

### Minutes

- 6. Approval of City Council Minutes (City Recorder)
  - a. June 6, 2019 (Public Comment)
  - b. June 6, 2019 (Regular meeting)
  - c. June 12, 2019 (Regular Meeting)
  - d. June 13, 2019 (Regular Meeting)
  - e. June 27, 2019 (Regular Meeting)
  - f. July 10, 2019 (Regular Meeting)
  - g. July 18, 2019 (Public Comment)
  - h. July 18, 2019 (Regular Meeting)
  - i. July 25, 2019 (Regular Meeting)
  - j. August 8, 2019 (Public Comment)
  - k. August 8, 2019 (Regular Meeting)
  - I. August 14, 2019 (Regular Meeting)
  - m. August 22, 2019 (Regular Meeting)
  - n. August 28, 2019 (Council Retreat)
  - o. August 29, 2019 (Council Retreat)

### **Old Business**

7. Ordinance 20-OZ-44: Rezone approximately 10.7 acres located at the northeast corner of New Salem Highway and Warrior Drive (2nd and final reading) (Planning)

### **New Business**

### <u>Resolution</u>

- 8. Issue City General Obligation Debt (Administration)
  - a. Resolution 21-R-01
  - b. Resolution 21-R-02
- 9. Resolution concerning management, retention, and disposition of City Records (Legal)
  - a. Resolution 21-R-03

### On Motion

- 10. Thornton's Access Improvement Agreement and Design Contract (Engineering)
- 11. Contract with TDOT for FY21 Operating Assistance (Transportation)

### Licensing

### **Board & Commission Appointments**

12. Appointment to the Airport Commission (Mayor)

### **Payment of Statements**

### **Other Business**

Adjournment

### **COUNCIL COMMUNICATION**

Meeting Date: 01/07/2021

Item Title:	Airport Terminal Project Cha	inge Order	
Department:	Airport		
Presented by:	Chad Gehrke, Airport Manag	jer	
Requested Cour	ncil Action:		
	Ordinance		
	Resolution		
	Motion	$\boxtimes$	
	Direction		
	Information		

### Summary

Change Order for Murfreesboro Municipal Airport Terminal.

### Staff Recommendation

Staff recommends approval of the change order reducing the amount of the overall contract by \$5,154.

### **Background Information**

Construction of a new Airport Terminal Project with a budget of \$6.1m. The City contracted with Smith Design Build for the design and construction in the amount of \$4,592,240.

Tap fees were paid by the City of Murfreesboro, instead of the General Contractor, resulting in a deductive change order of \$5,154.

### **Council Priorities Served**

### Improve economic development

The City's new Airport Terminal will assist with economic development by presenting aviation visitors with a first-class impression of the City. Additionally, the Terminal provides another high-level amenity that will serve the community and thereby enhancing its economic development profile.

### **Fiscal Impact**

The deduction of \$5,154 brings the final construction cost total \$5,053,755.

### Attachments

Airport Terminal Final Summary Change Order

# Change Order for Design-Build Project

PROJECT:	CHANGE ORDER # 19		OWNER	۲	Х
Murfreesboro Municipal Airport Terminal 1930 Memorial Blvd. Murfreesboro, TN 37129	DATE: 09/01/2020		DESIGN	BUILDER	X
	OWNER'S PROJECT NUMBER:		ARCHIT	ECT	X
TO DESIGN-BUILDER: (Name and address)					
Smith Design/Build Corp., Inc.	DESIGN-BUILD CONTRACT DATE:	3/17/2019	FIELD		X
412 Golden Bear Court					
Suite B	DESIGN-BUILD CONTRACT FOR:		OTHER		
Murfreesboro, TN 37128					lana and
The Design-Build Contract is changed as follows:					
Tap Fees paid by City of Murfreesboro					
Original Contract Sum			\$	4,592,24	0.00
Net change by previously authorized Change Orde	ers		\$	466,66	9.14
Contract Sum Prior to Change Order #19			\$	5,058,90	9.14
Amount of Current Change Order			\$	State of the local division of the local div	4.00)

The deduction of \$5,154 brings the final construction cost total to

The Contract Time will be (increased) (decreased) (unchanged) by

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

\$

(

5,053,755.14

) days.

0

When executing this Change Order, the Design-Builder represents that all changes to Project design impletmented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

### NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Smith Design Build DESIGN-BUILDER Smith Design/Build	<b>OWNER</b> City of Murfreesboro
412 GOLDEN BEAR COURT	ADDRESS
Dava Laurence. BY (Signature)	BY (Signature)
Doug Lawrence	Typed Name
12/30/2020 DATE	DATE

### COUNCIL COMMUNICATION

Meeting Date: 01/07/2021

Item Title:	Airport Hangar 1 Replacement	- Design Build Services
Department:	Airport	
Presented by:	Chad Gehrke, Airport Manager	
<b>Requested</b> Cour	cil Action:	
	Ordinance	
	Resolution	
	Motion	$\boxtimes$
	Direction	
	Information	

### Summary

Approve Change Order for the design build services portion of the design build contract with Morgan Construction.

### **Staff Recommendation**

Staff recommends approval of the Change Order in the amount of \$215,250 for design services.

### **Background Information**

A joint venture of Morgan Construction and Allen & Hoshall was selected by the City's Public Building Authority to build the Hangar 1 Replacement Project at the Murfreesboro Airport using a design-build delivery method. The contract for this project was presented and approved by City Council on October 10, 2020 with a budget of \$4.2m pending a final negotiated construction price that will not exceed the budgeted amount. The proposed Change Order is for design services portion of the contract for the amount not to exceed \$215,250. The final construction cost will be based on that design work.

### **Council Priorities Served**

### Improve economic development

The new hangar project will expand Airport infrastructure with the construction of a new modern and versatile hangar facility allowing for the use of one or more tenants and providing for the creation of highly skilled jobs within the City.

### **Fiscal Impact**

The Change Order request for \$215,250 is within the project budget and is fully funded.

### Attachments

AIA Change Order 1 for Design Services of Hangar 1 Replacement Project

# **AIA** Document G741 – 2015

### Change Orderfor a Design-Build Project

<b>PROJECT</b> (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: 🖂
Airport Hangar #1 Replacement Murfreesboro, TN	DATE: December 14, 2020	DESIGN-BUILDER: 🔀
TO DESIGN-BUILDER (Name and address):	OWNER'S PROJECT NUMBER: City of Murfreesboro	ARCHITECT: 🔀
Morgan Construction Company, Inc.	DESIGN-BUILD CONTRACT DATE: October 1, 2020	FIELD:
P.O. Box 4404	DESIGN-BUILD CONTRACT FOR: General Construction	OTHER:
690 Manufacturers Road		
Chattanooga, TN 37405-4404		

#### THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

*(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)* Sections 2.1.1 and 2.2.2 of the Agreement between Owner and Design-Builder are amended as follows:

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows: in accordance with hourly rates set forth in Section 2.1.2 plus reimbursable expenses as permitted under Section 2.1.3. The total amount of compensation for Work performed prior to the execution of the Design-Build Amendment shall not exceed Two Hundred Fifteen Thousand Two Hundred Fifty and 00/100 Dollars (\$215,250.00).

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position Rate

SEE ATTACHED

The original Contract Sum was	\$ 0.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 0.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 215,250.00
The new Contract Sum including this Change Order will be	\$ 215,250.00

The Contract Time will be increased by Zero (0) days. The date of Substantial Completion as of the date of this Change Order therefore is unchanged

**NOTE:** This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

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#### NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

Morgan Construction Company, Inc.
DESIGN-BUILDER (Firm name)
P.O. Box 4404
690 Manufacturers Road
Chattanooga, TN 37405-4404
ADDRESS
Walter & Fard. B.
BY (Signature)
Walter L. Ford, Jr., President
(Typed name)
12/15/20
DATE

City of Murfreesboro

**OWNER** (Firm name)

111 West Vine Street Murfreesboro, TN 37130

ADDRESS

BY (Signature)

Shane McFarland, Mayor (Typed name)

DATE

APPROVED AS TO FORM

DocuSigned by: Adam 7. Tucker

-4A datas F 94 Tucker, City Attorney

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### Murfreesboro Airport Hangar 1 Replacement

Additional Services Rate Schedule

Principal Senior Project Manager Project Manager Senior Architect/Engineer Architect/Engineer Grad Arch/Engr Designer Senior Technician Technician Billing & Contract Analyst Clerical \$198.00/hour \$180.00/hour \$165.00/hour \$160.00/hour \$130.00/hour \$102.00/hour \$ 92.00/hour \$ 110.00/hour \$ 85.00/hour \$ 74.00/hour \$ 57.00/hour

### **COUNCIL COMMUNICATION**

Meeting Date: 01/07/2021

Item Title:	Amendment to Master Service Agreement	
Department:	Information Technology	
Presented by:	Chris Lilly	
<b>Requested</b> Counc	il Action:	
	Ordinance 🛛	
	Resolution 🗆	
	Motion 🛛	
	Direction	
	Information	

### Summary

Amendment of the agreement with True North for CityWorks Asset Management Software subscription.

### Staff Recommendation

Approve Work Order No. 2 for the purchase and implementation of the CityWorks Asset Management Software (AMS) provided by True North.

### **Background Information**

The City has a Master Service Agreement with True North for the use of the CityWorks Permits, Licensing and Land (PLL) software. The Street Department would like to transition from paper workorders to a digital system with the implementation of CityWorks AMS.

### **Council Priorities Served**

### Excellent Services with a Focus on Customer Service

CityWorks AMS will assist the Street Department to operate more efficiently and provide timely responses to citizen concerns.

### Fiscal Impact

The cost associated with the purchasing and implementing CityWorks AMS for year one will be \$22,250. This expense has been budgeted. Yearly license fees are anticipated to be an additional \$15,000 per year over the next two years.

### Attachments

- 1. Master Service Agreement with True North
- 2. Work Order No. 2

#### MASTER SERVICES AGREEMENT

Effective as of JULY 1, 2019, this MASTER SERVICES AGREEMENT ("MSA") is entered by and between True North Geographic Technologies, LLC, a Tennessee limited liability corporation having its principal offices at 119 MTCS Rd, Murfreesboro, TN 37129 ("True North") and CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee having its principal offices at 111 West Vine Street, Murfreesboro, TN 37130 ("Client"). (True North and Client may be severally referred to as a "Party" or collectively referred to as "Parties").

WHEREAS, Client desires to purchase from True North and True North desires to provide to Client, Services, as defined in accordance with Section 2.4 of this MSA, and described in the Client Work Order(s), subject to the terms and conditions of this MSA.

**NOW, THEREFORE,** in consideration of the foregoing premise, together with the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### I. <u>Scope of Agreement</u>.

I. I <u>Prior Agreements Superseded</u>. This MSA is a master agreement between the Parties and contains all the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to Services provided by True North to Client during the term of this MSA. This MSA supersedes and replaces any prior existing Services Agreement between True North and Client, and incorporates any and all prior and ongoing Client Work Orders between the Parties. Such Client Work Orders shall be governed by the terms and conditions of this MSA as if such Client Work Orders were issued hereunder. This MSA may not be amended except in writing signed by both Parties expressly referring to which portion(s) of the MSA are to be amended. This MSA may be terminated in accordance with the terms and conditions of Section 6 of this MSA.

1.2 <u>Conflicts</u>. Each Client Work Order shall incorporate the terms and conditions of this MSA; however if there is any conflict between the terms and conditions of this MSA and the Client Work Order, the MSA shall prevail unless it is explicitly expressed within the Client Work Order that a specific term and/or condition within the Client Work Order does take precedence over any conflicting term and/or condition within the MSA. Information on the composition and changes to a Client Work Order is cited in Section 4 of this MSA.

2. <u>Definitions</u>.

2.1 <u>Confidential Information</u>. Confidential Information shall mean all corporate information and material of a sensitive, proprietary, or non-public nature originating within the disclosing Party, whether in electronic, hard copy or other form, and disclosed as necessary between the Parties but not made openly available or disclosed to the public nor any third party, unless such

disclosure to a specific third party is consented to in writing by the disclosing Party. Confidential Information includes without limitation, information, data and materials relating to the disclosing Party's business, customers, personnel, trade secrets, internal processes, elements of the disclosing Party's information technology infrastructure, and any of the disclosing Party's information not generally available to the public. Confidential Information shall not include information which:

- (a) is at the time of its disclosure already in the public domain and readily available to the public;
- (b) is independently developed by the receiving Party without reference to or prior knowledge of the disclosing Party's Confidential Information; or was already legally in the possession of the receiving Party prior to its disclosure by the disclosing Party and not subject to any agreement of confidence between the receiving and disclosing Parties; or, is obtained by the receiving Party from a third party authorized to possess and disclose such information without restriction; or
- (c) is released into the public domain via an authorized release from the disclosing Party and not via another party's unauthorized, wrongful, illegal or negligent release of this information to the public.

2.2 <u>Consulting Methodology</u>. Consulting Methodology shall mean concepts, techniques, skills, know-how, methodologies, processes, inventions, and information technology tools that True North owns and/or uses to produce the Work Products under the Client Work Order and which are not uniquely related to the project described in the Client Work Order.

2.3 <u>Intellectual Property</u>. Intellectual Property means all ideas, methods, inventions, whether or not patentable, software source and object code, firmware, modules, routines, systems, programs, specifications, products and associated documentation, trademarks, service marks, trade names, trade secrets, materials and methodologies.

2.4 <u>Services</u>. Services shall mean the work or services that True North performs for Client, including any Work Products and cited deliverables which True North provides to Client subject to the terms and conditions of the MSA. The Services are to be described specifically in work orders to be executed by the Parties, in accordance with the form attached hereto as Exhibit A ("Client Work Order") or Exhibit B ("Client Work Order Amendment").

2.5 <u>True North Intellectual Property</u>. True North Intellectual Property shall mean all Intellectual Property developed or owned by True North apart from the Work Products created under this MSA, including without limitation, the Consulting Methodology, True North's software source and object code and all derivative works based thereon.

2.6 <u>Work Products.</u> Work Products shall mean all reports, studies, object or source code, flow charts, diagrams, data, documentation, and any other tangible material of any nature developed/produced by or as a result of the Services. Consulting Methodology is expressly excluded from the definition of Work Products.

#### 3. <u>Obligation of Parties</u>.

3.1 Each Party is responsible for performing its obligations as set forth in this MSA, the Client Work Order(s), and any Client Work Order Amendment(s).

#### 4. <u>Scope of Services/Client Work Order Amendments</u>

4.1 <u>Work Orders</u>. True North will perform the Services set forth in the Client Work Order(s) in a good and workmanlike manner. With the specifics agreed to by the Parties, the Client Work Order(s) shall include, but not be limited to: a description of the nature, scope, and schedule of the Services to be provided; the term/time within which the Services will be provided; Work Products, including any specifically cited deliverables, to be produced for and provided to Client; True North resource(s) to be used; the fixed price for the project or the hourly rate of pay per True North resource(s); costs, invoicing and payment information; and any other relevant terms and conditions relating to the Services.

4.2. <u>Changes</u>. Client may request changes to any Client Work Order by providing True North with a written request that describes the desired change ("Client Work Order Amendment" or "Amendment"). Prior to implementing any Amendment and before the Client incurs any costs associated with any Amendment, True North will provide Client with a written quotation which specifies any change(s) in scope, the applicable increase or decrease in the cost and/or the time that will be necessary to implement the Client requested changes specified within the Amendment. Provided that either the terms and conditions of the written quotation are acceptable to the Client as presented or the terms and conditions are acceptably modified through additional negotiation, the resulting, mutually agreed upon change(s) in scope, and any associated increase or decrease in the cost and/or time required, shall be incorporated into the Amendment and, prior to True North performing any work based on the Amendment, the Amendment must be signed by the designated Client representative responsible for the Client Work Order indicating Client's concurrence and the Amendment must be approved/signed by authorized representatives of both Parties.

4.3. <u>Cancellation</u>. Client may cancel any Client Work Order at its sole convenience upon thirty (30) days' prior written notice to True North. In the event that Client cancels any Client Work Order under this Section 4.3, Client shall pay True North the costs of any mutually agreed upon Client Work Order-cited Services, performed by True North, up to the effective date of cancellation. Such payment by Client will be made to True North no later than thirty (30) days from the date that an undisputed True North invoice is received by Client with such date of receipt of invoice to be no sooner than the effective date of cancellation of the Client Work Order. No later than thirty (30) days following the effective cancellation date of a Client Work Order, True North shall provide Client any and all Work Products, including any cited deliverables, or any parts thereof, that True North developed or produced via the Client Work Order up to the effective date of cancellation. For purposes of clarification, "Client Work Order" as used in this Section 4.3, shall be construed to mean Client Work Order and any Amendment(s) to that Client Work Order.

#### 5. <u>Payment Terms and Conditions</u>.

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5.1 <u>Pricing</u>. The costs for Services shall be as agreed upon by True North and Client in the Client Work Order(s).

5.2 Invoicing. True North shall invoice Client for Services based upon the mutually agreed upon terms and conditions set forth in the relevant Client Work Order and any associated Client Work Order Amendment(s). Each invoice shall describe the Services rendered and the charges due. Client agrees to pay True North, within thirty (30) days of receipt of a True North invoice, all undisputed amounts in the invoice for True North Services rendered in accordance with the applicable Client Work Order and any associated Client Work Order Amendment(s). Any undisputed amount not paid within thirty (30) days of receipt of the invoice shall accrue interest at the rate of one and one-half percent (1 ½ %) per month until paid in full. With respect to any disputed amount, Client shall provide True North with a written notice of such a dispute within twenty (20) days of Client's receipt of the relevant invoice. The notice will cite the basis for the dispute, as well as supporting details sufficient to permit True North to cure the dispute. True North shall have thirty (30) days from receipt of the notice to cure the dispute. If the Parties cannot resolve the dispute by the end of the cure period, both Parties agree to engage in the dispute resolution in accordance with Section 13.2 of this MSA.

6. <u>Term and Termination</u>.

6.1 <u>Term</u>. This MSA shall be in effect until terminated by either Party pursuant to Section 6 hereof.

6.2 <u>Termination for Convenience</u>. Either Party may terminate this MSA upon thirty (30) days prior written notice thereof to the other Party.

6.3 <u>Termination for Cause</u>. In the event of a material breach of this MSA, the nonbreaching Party may notify the other Party in writing of the material breach and the breaching Party will have 30 days to cure such material breach. If the breaching Party neither effects such a cure to the material breach within the aforementioned thirty (30) days nor initiates actions for resolution via arbitration in accordance with Section 13.2 of this MSA within the same aforementioned thirty (30) days period, the non-breaching Party may terminate this MSA immediately without further notice to the breaching Party.

6.4 Effect of Termination. No later than thirty (30) days following termination: (a) Client shall pay True North for all mutually agreed upon Client Work Order-cited Services performed, up to and including the effective date of termination; (b) True North shall provide Client any and all Work Products, including any cited deliverables and any parts thereof, that True North developed for Client as part of any and all Client Work Orders up to and including the date of termination: and (c) True North shall provide Client any software and documents, information and materials, including copies thereof, that True North received from Client during the term of any and all Client Work Orders up to and including the date of termination. The Parties expressly agree that True North's obligation to deliver the Work Product(s), including any cited deliverables, is contingent on Client's payment for Page 4 of 32

such Work Products, including any deliverables, in accordance with the MSA and the Client Work Order(s). For purposes of clarification, "Client Work Order" as used in this Section 6.4, shall be construed to mean Client Work Order and any Amendment(s) to that Client Work Order.

7. <u>Use of Confidential Information</u>.

7.1 RESTRICTIONS. BOTH PARTIES ACKNOWLEDGE THAT THIS MSA CREATES A RELATIONSHIP OF CONFIDENCE AND TRUST BETWEEN TRUE NORTH AND CLIENT WITH RESPECT TO THE BUSINESS OF BOTH PARTIES, INCLUDING, BUT NOT LIMITED TO, BOTH PARTIES' CONFIDENTIAL INFORMATION. CONFIDENTIAL INFORMATION SHALL ONLY BE USED BY THE RECEIVING PARTY IN ITS PERFORMANCE UNDER THIS MSA AND SHALL NOT BE DISCLOSED BY THE RECEIVING PARTY TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE DISCLOSING PARTY. THE RECEIVING PARTY MAY DISCLOSE THE CONFIDENTIAL INFORMATION TO ITS EMPLOYEES AND INDEPENDENT CONTRACTORS WHO HAVE A NEED TO KNOW AND WHO HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF THE CONFIDENTIAL INFORMATION AS REQUIRED HEREIN. EITHER PARTY SHALL ONLY USE THE OTHER PARTY'S CONFIDENTIAL INFORMATION TO ORDER, DELIVER, INSTALL, EVALUATE, USE, SUPPORT AND/OR MAINTAIN THE SERVICES AND WORK PRODUCT FURNISHED HEREUNDER. THE RECEIVING PARTY: (A) SHALL NOT REPRODUCE OR COPY THE. CONFIDENTIAL INFORMATION IN WHOLE OR IN PART, EXCEPT AS AUTHORIZED IN THIS MSA OR WHEN REQUESTED BY THE DISCLOSING PARTY; (B) SHALL, AT THE DISCLOSING PARTY'S WRITTEN INSTRUCTION, DESTROY OR RETURN THE CONFIDENTIAL INFORMATION UPON THE TERMINATION OF THIS MSA OR WHEN REOUESTED TO DO SO; AND (C) SHALL PROVIDE THE CONFIDENTIAL INFORMATION PURSUANT TO A REQUIREMENT OF A DULY EMPOWERED GOVERNMENTAL AGENCY OR COURT OF COMPETENT JURISDICTION AND, IF POSSIBLE PRIOR TO PROVIDING SUCH CONFIDENTIAL INFORMATION, PROVIDE THE DISCLOSING PARTY WITH COMMERCIALLY REASONABLE NOTICE AND OPPORTUNITY TO INTERVENE, UNLESS LEGALLY PROHIBITED.

7.2 <u>Level of Protection</u>. The receiving Party will safeguard the Confidential Information with at least the same degree of diligence one employs with respect to their own proprietary and/or Confidential Information and in no event shall the receiving Party employ protection which is less than reasonable under all the circumstances.

7.3 <u>Survival</u>. The provisions of this section shall survive the termination of this MSA.

7.4 <u>Injunctive Relief</u>. The Parties recognize specifically that the obligations of confidentiality contained herein are reasonable and necessary for the protection of Confidential Information and to prevent damages to the disclosing Party. The Parties further recognize and agree that any breach or threatened breach of duties with respect to Confidential Information by either Party or such Party's authorized agent might cause the other Party irreparable injury for which there is no adequate remedy at law. Thus, it is agreed by both Parties that the non-breaching Party shall be

entitled, in addition to any other remedies that are available, to seek injunctive relief in the case of any breach or threatened breach of the duties with respect to Confidential Information as set forth herein.

#### 8. <u>Intellectual Property</u>.

8.1 Title for Client. Except as expressly provided elsewhere in this Agreement, any and all Work Products, including any cited deliverables, or portions thereof, that True North developed or produced at the direction of Client and in accordance with specifications provided by Client, pursuant to this MSA shall be the sole property of Client provided that Client paid True North for the True North performance of the Services under the Client Work Order that produced the Work Products, cited deliverables, or portions thereof. Thereafter, Client shall own all right, title and interest in the Work Products subject to a perpetual, royalty-free, transferable, worldwide license hereby granted by Client to True North to copy, create derivative works, distribute, reproduce and otherwise use such Work Products in any manner is True North's sole discretion. Notwithstanding any other provision of this MSA, to the extent that a Work Product incorporates or is based upon True North Intellectual Property or any third party Intellectual Property, such True North Intellectual Property or third party Intellectual Property remains the sole property of True North or such third party and the Client shall receive only a limited, non-assignable license to copy, distribute, reproduce and otherwise use the True North Intellectual Property or third party Intellectual Property subject to the express terms and conditions set forth in the separate EULA governing such Intellectual Property.

8.2 <u>Title for True North</u>. All rights, title, and interest in and to the Consulting Methodology and the True North Intellectual Property remain the property of True North. True North retains full ownership of the Consulting Methodology and True North Intellectual Property and is free to use the Consulting Methodology and True North Intellectual Property, specifically including all derivative works in such property created under this MSA in future projects without limitation, royalty or termination right possessed by Client.

8.3 <u>Trademarks, Service Marks and Trade Names</u>. Each Party retains all right, title and interest in its respective trademarks, service marks and trade names and except as provided hereinafter, this Agreement does not constitute a license by either Party to use the trademarks, service marks and/or trade names of other Party. As an express exception to the foregoing sentence, Client grants True North a royalty-free perpetual, world-wide right and license to use the Client's trademarks, service marks and trade names in True North's promotional activities when identifying the Client as a True North customer. True North shall, in exercising this right and license, follow the reasonable requirements imposed by Client on the use of the Client's trademarks, service marks and trade name consistent with the uniform usage of such marks and names by Client in its own promotional activities.

9. Limitations and Warranties.

9.1 <u>Disclaimer</u>. True North warrants to Client that the Services will be performed by knowledgeable and experienced personnel and will be of good and workmanlike quality and will be performed in accordance with the specifications agreed upon by the Parties. Except as stated

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above, True North does not make any warranty, express or implied, with respect to the Services and True North SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. THE SERVICES AND ANY WORK PRODUCTS OR DELIVERABLES RELATED THERETO ARE PROVIDED AS IS. THE PARTIES AGREE THAT THIS AGREEMENT IS NOT SUBJECT TO THE VIRGINIA UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, §59.1-501.1, ET. SEQ., AND HEREBY WAIVE ANY APPLICATION OF SUCH LAW TO THIS AGREEMENT TO THE FULL EXTENT PERMISSIBLE.

9.2 <u>Consequential Damages</u>. In no event shall either Party be liable to the other Party for any consequential, incidental, special, punitive or indirect damages related to or arising from the formation, performance or breach of this Agreement under any theory of liability and regardless of whether either Party has been advised of the foreseeability or possibility of such damages.

9.3 <u>Limitation of Liability</u>. True North's total liability under this MSA, regardless of the theory of liability or form of action, shall not exceed the total amount paid or owed to True North for Services performed under the specific Client Work Order upon which such liability is premised. However, this liability limitation does not apply in the event of a Confidential Information-related material breach by True North.

9.4 <u>Force Majeure</u>. Neither Party shall be liable to the other Party for any failure of or delay in performance of its obligations under this Agreement, except for the payment of money due hereunder, to the extent that such failure or delay is due to circumstances beyond their reasonable control, including, without limitation, acts of God, acts of a public enemy, terrorism, fires, floods, onsite or regional power outages, wars, civil disturbances, sabotage, accidents, insurrections, blockades, ice and/or snow storms, explosions, labor demonstrations, acts of any governmental body, failure or delay of third parties or governmental bodies from whom either Party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits (collectively referred to herein as "Force Majeure"). In the event that either Party shall notify the other Party promptly after such occurrence and shall provide weekly written updates on the status of such Force Majeure during the continuation of such event while using reasonable efforts to overcome the impact of the Force Majeure event and resume performance.

#### 10. Non-Solicitation.

10.1 <u>Non-Solicitation</u>. Each Party agrees that during the Non-Solicitation Term, defined herein, that it shall not directly or indirectly solicit or hire any employee, consultant, independent contractor, agent or other representative of the other Party ("Employee") to work or provide any services in direct competition with such other Party.

10.2 <u>Non-Solicitation Term</u>. "Non-Solicitation Term" shall mean the shorter of (a) the term of this MSA plus a period of twelve (12) months after the termination of this MSA, or (b) a period of six (6) months after the relevant Employee last worked for the non-soliciting Party.

10.3 <u>Cure</u>. In the event that either Party breaches Section 10.1 of this MSA, the other Party shall be entitled to recover a stipulated fee from the other Party equivalent to fifty percent (50%) of the relevant Employee's first year's total compensation promised by the other Party. A cure letter shall be sent to the other Party if this option is invoked. Exercise of this option documented by such cure letter shall not be construed to be a material breach of this Agreement.

#### 11. <u>Relationship of the Parties</u>.

11.1 <u>Independent Contractor</u>. True North's relationship to Client shall be that of an independent contractor. Nothing in this MSA shall be construed to constitute True North, or any of its employees, as agents, employees, partners or joint venturers of Client. Any correspondence or other references to " partners" or other similar terms will not be deemed to alter, amend or change the relationship between the Parties hereto.

11.2 <u>Employees: Restrictions of Access.</u> Client is solely responsible for its employees and for any third parties and subcontractors that Client directly manages and True North is solely responsible for its employees that it directly manages. Client shall not have the right, nor shall it attempt to exercise the right, to establish the rate of pay, benefits, hours of work, or other terms and conditions of employment of the employees of True North. Client reserves the right to restrict movements and access rights of any and all True North employees, subcontractors, and agents within the Client's facilities. True North shall be obligated to employ and/or provide the qualified staff necessary to perform Services requested in Client Work Orders. True North shall instruct all of its employees, subcontractors, and agents to behave in accordance with Client's rules and regulations.

12. <u>Waiver</u>. The failure of either Party to insist upon performance of any provision of this MSA, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of such right, remedy or option.

#### 13. <u>Governing Law: Disputes</u>.

13.1 <u>Governing Law</u>. State of Tennessee laws, without reference to its conflict of laws provision, will govern the interpretation and enforcement of this MSA and Client Work Orders, and amendments thereof with such legal action to be brought exclusively in either the United States District Courts for the Middle District of Tennessee, or the state courts in Rutherford County, Tennessee, provided only that such court has proper subject matter jurisdiction.

13.2 <u>Meet and Confer: Option of Arbitration</u>. In the event of a claim, controversy or dispute arising out of or related to this **MSA**, Client Work Order, and/or Amendment, each Party agrees to give the other prompt notice of such, and both agree to meet and confer promptly to engage in good faith

discussions to try to resolve the matter. If that fails to resolve the matter promptly, then such claim, controversy or dispute may be settled by arbitration before a sole arbitrator, who is an attorney, under the then current Commercial Arbitration Rules of the American Arbitration Association if the parties so agree at that time. The option to agree to arbitrate will extend to any employee, officer, director, shareholder, agent, or affiliate of the Parties to the extent such right or duty arises through a Party or is related to this MSA, Client Work Order, and/or Amendment. The decision and award of the arbitrator in such an agreed-upon arbitration will be final and binding, and the award rendered may be entered in any court having jurisdiction thereof. The arbitrator is directed to hear and decide dispositive motions in advance of the hearing-on-the-merits by applying the applicable law to uncontested facts and documents. The arbitration will be held in Rutherford County, Tennessee. The arbitrator will enforce the terms of the **MSA**, Client Work Order, and/or Amendment and will have no authority to award punitive damages, non-compensatory damages or any damages other than direct damages, nor award direct damages in excess of the limitations and exclusions set forth in this **MSA**.

13.3 <u>Statute of Limitations</u>. Each Party hereby waives its right to bring any claim against the other Party arising in any way from or relating in any way to this MSA more than one (1) year after the underlying cause of action first arises.

13.4 <u>Jurisdiction: Venue</u>. The Parties hereby waive any challenge to the exercise of personal jurisdiction by the courts identified in Section 13.1, above, as well as defenses and motions based upon improper venue, inconvenience of forum or similar challenge to venue in any action or suit brought relating to or arising from this MSA.

13.5 <u>Caveat</u>. The Parties agree that the United Nations Convention of Contracts for the International Sale of Goods shall not apply to this Agreement.

14. <u>Notices</u>. All notices or communications required by this Agreement or desired to be given hereunder, shall be in writing and given by electronic mail, certified or registered mail, return receipt requested of courier and shall be deemed to be given when received. Notices shall be addressed to the individual identified below and at the addresses first specified above. Either Party may change its point of contact by written notice to the other.

#### **True North**:

David Speight 119 MTCS Rd Murfreesboro, TN 37129 Phone: (615) 890-7728 Fax: (615) 890-7729 E-mail: <u>dspeight@tngeo.com</u>

#### Client:

Craig Tindall, City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130 Phone: (615) 849-2629 E-mail: <u>ctindall@murfreesborotn.gov</u> 15. <u>Authority</u>. The Parties represent on their own behalf: (a) they have full power and authority to enter into and perform this MSA; (b) there is no contract, agreement, promise or undertaking that would prevent the full execution and performance of this MSA; and (c) the persons executing this MSA are duly authorized to do so and have the authority to bind their respective principals.

16. <u>Construction</u>. If any part of this MSA or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent deemed so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. All headings contained in this MSA are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this MSA or any provisions hereof and should not be considered in interpreting this MSA. In this MSA, the use of any gender shall be deemed to include the other gender, and the use of the singular shall include the plural, wherever it appears appropriate from the context. This MSA shall not be construed against either Party as the drafter as both Parties contributed to the drafting of this **MSA**.

17. <u>Entirety</u>. This MSA, including any Client Work Orders and Client Work Order Amendments, constitutes the entire agreement between the Parties with respect to True North Services provided to Client; and this MSA takes precedence over and supersedes any and all additional and conflicting prior oral or written communications and any other promises or representations that have been made between the Parties up until now. This MSA may be modified or amended only in writing signed by both Parties.

18. <u>Counterparts</u>. This MSA, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each Party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement.

19. <u>Assignability</u>. This MSA and the rights, duties and obligations of the Parties hereunder shall be deemed to be personal to True North and Client, and as such, may not be assigned by either Party without the prior written consent of the other Party which consent shall not be unreasonably withheld.

20. <u>Survivability</u>. Sections 1, 2, 5, 6, 7, 8, 9, 10, 13 and 14 shall survive the termination of this MSA.

[signatures appear on the following page]

**IN WITNESS WHEREOF,** the Parties, having read and understood the foregoing, and having had the opportunity to consult with legal counsel, have caused this Agreement to be executed by their duly authorized representatives effective as of \_\_\_\_\_\_\_, 2019 (the "Effective Date").

TRUE NORTH, INC By: David Speight, President 4/11/2019 Date:

**CITY OF MURFREESBORO** 

By:

Shane McFarland, Mayor

Date: 4/4/2019

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

#### EXHIBIT A

#### True North, Inc. Client Work Order [INSERT WORK ORDER NUMBER]

This Client Work Order, effective as of <u>April 11</u>, 2019, is made pursuant to the Master Services Agreement dated <u>April 11</u>, 2019, ("MSA") by and between True North Geographic Technologies, LLC ("True North") and the City of Murfreesboro, TN ("Client").

- 1. Scope and Description of Services/Work: Electronic Plan Review, Inspection and Permitting Platform
- 2. Work Products/Deliverables: Original proposal attached as Exhibit B. Regarding data that is accumulated or generated by the Client through use of these purchased products and services, neither True North or its subcontractors will attempt to encrypt, scramble, or otherwise obscure the data's structure or identity in any way, but rather will use industry standard database formats, namely Microsoft SQL Server, and will properly document data fields so that the Client or any appropriately designated third party provider can independently interpret and consume the data for other uses that the Client may see fit.
- 3. Term: April 11, 2014 through April 10, 2022 Inless earlier terminated.
- 4. Total Costs: \$850,350 over three years. Cost breakdown attached as Exhibit C.
- 5. Supplemental Invoicing and Payment Information:

Upon contract execution, the following initial software costs and Year 1 maintenance costs will be due to True North. True North will pay the respective vendors:

•	Cityworks	\$81,000.00
•	Versivo	\$83,040.00
	Total	\$164,040.00

Upon contract execution, True North will invoice for 20% of Year 1 services costs for an amount of \$45,007.20

Total project startup costs are \$209,047.20

Additional invoicing milestones and schedule will be finalized during kickoff meetings with Client. True North reserves the right to invoice for partial milestones if a milestone is not completed with 30 days of services being provided towards that milestone.

In order to verify that each milestone has been completed, a meeting shall

Page 17 of 32

be conducted wherein the Department Representative assigned to oversee the installation process within each of the departments involved shall be present, along with a representative of the software company/provider, as applicable. Each Department Representative should confirm that the level of work has been satisfactorily completed as to each milestone where and as it applies to each of their respective departments/duties. The departments involved who shall each have a representative shall include, but may not be limited to, City of Murfreesboro Planning and Engineering, Building Codes, GIS and IT (the "Department Representatives"). The agreement of the Department Representatives that a particular milestone has been met shall be a condition precedent to any payment obligation under this Agreement.

Pricing for software and services included in this work order can be leveraged by other local government entities to the extent allowed by their respective purchasing policies. Vendors reserve the right to modify quotes based on scope of work, population served, or other determining factors specific to the customer requirements.

6. The Designated Project Management Representatives responsible for this Client Work Order:

#### True North:

#### **City of Murfreesboro**:

David Speight 119 MTCS Rd Murfreesboro, TN 37129 Phone: (615) 890-7728 Fax: (615) 890-7729 E-mail: dspeight@tngeo.com

111 West Vine Street Murfreesboro, TN 37130 Phone: Fax: E-mail:

NOTE: Any changes to this Client Work Order, including, but not limited to, any increase in scope, costs, or True North resource hours, shall require a Client Work Order Amendment.

The undersigned designated Client Project Management representative has reviewed and concurs with all aspects of this Client Work Order and is the Client representative authorized to approve True North's expenditure and use of any of this Client Work Order's allotted True North resource hours in the performance of this Client Work Order.

Concurrence By:	
Client Management Representative	
ll m.	
Signature:	_
Name:	
Title:	
Date:	

Accepted By:	
True North Geographic Technologies,	LLC

Signature: Name: David Speight

Title: President Date: 4/11/2019

Approved as to form: Adam F. Tucker, City Attorney

#### EXHIBIT B

#### True North RFP Response/Proposal

#### EXHIBIT B

# Project Scope of Work

The proposed solution combines best-of-breed technologies for electronic plan review, inspection and permitting and is built on Esri GIS and Microsoft platforms already deployed at the City. The project team consists of True North Geographic Technologies (True North) and Versivo providing implementation services and software from Esri, Cityworks and Hyland.

**Cityworks PLL** is a comprehensive workflow automation and tracking services for building permits, building inspections, code enforcement/property maintenance, and planning and zoning management. Cityworks PLL allows agencies to track permits, planning and development, engineering processes, business and regulatory processes, and code enforcement cases from inception to completion. The solution includes online citizen access and response functionality for land development and zoning processes, permit applications and plan review services as well as citizen complaints and fee payments. This GIS-centric comprehensive solution integrates all necessary functions related to the overall permit process

**OnBase Electronic Plan Review** is a solution that helps users execute their responsibilities in the most efficient, cost effective way possible. The comprehensive system provides the tools to help with the complex nature of reviewing plans and related documents, and leads to more efficient and effective services, improved customer and city staff satisfaction, and more sustainable use of resources by transforming operations through electronic plan submission and review. OnBase helps organizations meet deadlines by eliminating paper-based tasks. The system automates plan routing and tracking, speeding up the review process and increasing transparency into your community development and infrastructure projects. By eliminating paper plan sets, you pursue green initiatives and focus more of your agency's time on constituent services – the core of government projects and initiatives.

True North Geographic Technologies (True North) has a proven track record of implementing successful Cityworks and GIS solutions that provide clients with real-time visibility into their daily operations resulting in cost-savings across multiple departments. True North offers the City of Murfreesboro (Murfreesboro) a skilled team with over 100 years of collective experience implementing GIS and Cityworks. Our goal is to create immediate value to Murfreesboro by leveraging our extensive knowledge of local government and our in-depth experience with both Cityworks and Esri technology.

Versivo is an information technology and business process consulting firm with principal offices in Arlington, Virginia. Founded in 2006, Versivo serves diverse markets, including government, healthcare, nonprofit and private sectors with a mission to consistently enable clients to compete, advance and thrive. Versivo offers high-end consulting services while maintaining the flexibility and cost structure of a smaller company. Versivo's partnership with OnBase has been in place since the company's inception and includes a dedicated team of OnBase professionals and information management experts. Versivo works diligently

with our customers to improve their business processes and eliminate unnecessary paper transactions and storage.

Our team and its members bring the following collective benefits to Murfreesboro:

- Local business with long history of successful, award-winning projects with Murfreesboro;
- <u>True North understands how to maximize the value of the City GIS within this solution and</u> leverage existing Office 365 tools to avoid introducing redundant technology;
- We understand how to design and configure this solution in a way that is adaptable to the City's evolving GIS architecture and future Esri technology changes.
- True North is an Esri Gold Partner and Cityworks Gold Implementation Partner;
- <u>True North is an ArcGIS Online Specialty Partner and one of only 19 ArcGIS for Local</u> <u>Government Specialty Partners in the Esri Partner Network:</u>
- True North professional services are available on the Rutherford County IT Services Contract;
- <u>True North is the only consultant on the State of Tennessee IT Projects Statewide Contract (SWC</u> #405) who is both an Esri Gold Partner and a Cityworks Gold Implementation Partner.

## Solution Overview

This proposal includes implementing an Electronic Plan Review (EPR), Permit Issuance and Inspection solution for Murfreesboro. The proposed solution combines best-of-breed technologies for electronic plan review, inspection and permitting and makes use of GIS and IT solutions already deployed at the City. The project team consists of True North and Versivo providing implementation services and software from Esri, Cityworks and Hyland.

#### **Solution Description**

OnBase provides a scalable and flexible Electronic Plan Review system to streamline plan review and submission and improve custom OnBase provides a scalable and flexible Electronic Plan Review system to streamline plan review and submission and improve customer access throughout the process. The City requires a vendor with the knowledge and experience in local government business processes, particularly plan review and related permitting processes, to help establish a solid foundation for a system that can be expanded to include all types of plans and all departments involved in plan review. OnBase provides robust out-of-the-box capabilities, including point-and-click configuration and systems integration with Cityworks, with the flexibility and scalability to meet the workflow requirements of the City.

With OnBase, the City will have a comprehensive system that includes submission, routing, review, and approval of plans and related documents. Submission of plans is intuitive and allows for Customers to easily manage submitted plans, comment letters, marked plans, and approved plans, and all relevant project data. City staff will be able to drive the workflow of projects based on pre-configured rules, but with the flexibility for ad-hoc routing and additional routing options based on the type of plans, etc. Reviewers will be able to add comments and markup in real time, and easily compare revisions of plans to identify additions, deletions, and changes.

The process can become as paperless, trackable, and efficient as the City desires, speeding up development in the

community. Plans are imported directly into OnBase, and automatically routed to necessary reviewers. Additionally, OnBase enables real time collaboration for comments and markups, eliminating conflicts and redundancies by allowing departments to review plan sheets simultaneously. Reviewers and Managers can track review response times to identify and eliminate bottlenecks in the process. OnBase also tracks re-submissions, so review teams no longer worry about missing key edits, or accidentally approving plans with undocumented changes.

Plan revisions are displayed with a unique comparison tool that places the revised plan on top of the original, with colorized changes so differences clearly stand out. And with OnBase, all plan review projects can be made accessible directly from Cityworks, without writing a single line of integration code, leveraging an established integration between the two systems.

Cityworks Server PLL is designed for public agencies that manage permits, projects, inspections, and other activities related to permitting, planning, and engineering review. An intuitive workflow engine accurately tracks the process from application or request through departmental plan reviews, fee collection, inspections, regulatory meetings, hearings, and more.

Most permits and applications span an array of public departments, including building, planning, and engineering. Cityworks Server PLL enables agencies to share and access pertinent information easily and efficiently, streamlining the application and review process across departments, and delivering substantially higher levels of customer service for contractors and citizens.

Through an easy-to-use map-based, web interface, agency staff can initiate applications from contractors and citizens, efficiently managing the review, inspection and oversight process. With consistent and uniform data, fees are quickly and accurately calculated while inspections are handled efficiently through e-mail and text messages. Flagged items and issues can be dealt with throughout the project with conditions added to meet specific regulatory requirements.

Unique to Cityworks Server PLL, GIS data is available directly within the application, allowing agencies full access to the geodatabase spatial and attribute data. Map views can be customized per user, group, or department, while permits and projects can be attached to any GIS (asset) feature.

#### **A** Common Interface

Building Departments are responsible for reviewing construction plans, issuing permits, and ensuring adherence to code requirements on commercial and residential projects. Planning staff manages proposed development to stimulate safe, livable communities and a sustainable economy. Proper planning governs how land use interacts with housing, transportation, open space, and economic development, giving a community its personality. Engineering guides the construction of public infrastructure necessary to sustain communities, including roadways, utilities, storm runoff, and right-of-way usage. Cityworks Server PLL is the common link between these and other departments enabling them to share critical information and ensure that all permits and projects are processed efficiently and correctly.

#### **Tasks and Workflow**

Operational accountability and efficiency are a top priority of public officials now more than ever before. Most all business processes span the array of agency departments, requiring the proper review and approval from several key staff. Though the consequences of an oversight vary, it can lead to costly mistakes and the potential for litigation. Public agencies look to technology to automate, streamline and accurately manage key business processes, building accountability, staff productivity, and optimal customer service. The workflow engine in Cityworks Server PLL is designed specifically to meet these needs and others.

The Cityworks Server PLL workflow engine is the "work horse" of the system enabling organizations to Page 17 of 32

configure business processes that meet a single, specific task or span multiple departments. Once a permit or case is created, several people may interact with it, updating tasks in the workflow. Workflows create two levels of accountability. Workflow tasks can be setup for a specific user or group of users, drawing accountability through a critical path methodology, requiring the completion of tasks and events before proceeding.

Workflows consist of tasks and events required by a permit, project, case, or other application type. Tasks include review, inspection, and hearing with the difference being how the task may be scheduling. Inspections can be scheduled on demand, while review tasks are automatically scheduled in association with due dates defined for the given workflow. Hearings are typically scheduled based on the type assigned to the task.

Tasks are organized into milestones, which dictate the progression of the permit or case. Tasks can also span milestones. For example, a task can be made available in Milestone 1 and "float" until Milestone 4, enabling the workflow to track complex phases of a project, common to public agencies.

The result of each task determines the next step in the workflow. A permit or case may close at the completion of a task, create a child permit or case, redirect the workflow, open the next milestone, create a work order or simply update the status. Those associated to the permit or case can be notified via email the result of a task.

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#### Office for PLL—Summary tab

#### Software Licenses, Services and Costs

The proposed solution uses ArcGIS software from Esri, Cityworks PLL software from Azteca Systems, OnBase software from Hyland and software from Microsoft (Windows operating systems, SQL Server and Office 365). Software costs related to the proposed solution are listed in the tables below.

Murfreesboro has used Esri's GIS technology for more than 20 years. The city entered into an Enterprise License Agreement (ELA) with Esri in 2011. This license agreement provides unlimited licenses of Esri's core ArcGIS technology that will be used with the proposed solution. Murfreesboro GIS maintains this enterprise agreement, thus no additional Esri software costs are included for the solution.

The proposal includes a Server PLL Standard Cityworks ELA that includes all required Cityworks software including Office, Tablet, Respond, Mobile Native Apps (for iOS/Android), Public Access for PLL and all appropriate APIs.

#### **Project Schedule and Timeline**

The project begins with an on-site project kickoff meeting with the True North - Versivo project team and Murfreesboro staff to gather information, review workflows and refine functional requirements. Project requirements, timeline and schedule are further refined. True North will review the existing solutions, data and system architecture design options with Murfreesboro IT/GIS staff and recommend a best-practices design. Upon completion, True North will provide Murfreesboro an updated project overview and schedule. Once the functional requirements are approved, the team will proceed with the Cityworks-OnBase implementation.

A typical iteration to document and build a Case workflow is as follows:

- Review and document permit process (onsite 1-3 days)
- Design Case workflows (onsite 1-3 days)
- Review and approve workflow diagram (1-5 days)
- Configure the workflow in the test environment (1 week)
- Test the workflow in the test environment (1 week)
- Deploy workflow to production environment (1 week)

A step-by-step procedure guide is created with each iteration and serves as a training manual. The procedure guide is typically four (4) pages per case type and requires one (1) to two (2) hours to teach, learn and review.

Task	Duration
Project Planning and Initial Configuration	1 to 3 weeks
25 Case Workflow Exercises (Cityworks PLL)	30 to 75 weeks
OnBase Implementation	30 to 75 weeks
Testing, Training and Project Management	Ongoing throughout project

The table below shows approximate timeframes for project tasks.

Upon selection, True North would coordinate with the City to refine the project schedule and timeline to

#### accommodate each department's priorities.

#### Maintenance and Support

True North recommends post-implementation support hours to assist the city with software updates, additional training, and enhancements. The hours can be dedicated to a variety of tasks related to Cityworks including integrating enterprise solutions, creating additional reports, assisting with Cityworks technical support, or other general needs. Proposed support is as follows:

FY 19/20 – 120 hours FY 20/21 – 120 Hours

In addition, the costs for the hosted server environments includes 4 hours per month of admin support which will be used for management of backups, applying operating system and software patches, and other general server support.

Versivo offers two levels of OnBase Support; Standard and Advantage. Regardless of the support option selected, customers get access to a team of knowledgeable professionals ready to help you. The following table details the pricing methodology for Versivo Support options for both perpetual and subscription based license models.

Support Level	Pricing	Program Features					
Standard	20% of Software Price (per year)	Access to upgrades and enhancements					
Support		Error corrections and fixes					
		<ul> <li>Help desk support (M-F, 8am to 5pm EST, excluding holidays)</li> <li>24 x 7 x 365 Emergency Support from Hyland Software</li> <li>Documentation</li> </ul>					
Advantage	30% of Software Price (per year)	All Standard Support Program features					
Support		• 24 x 7 x 365 Access to Versivo Support					
		Enhanced Account Management					
		Quarterly Status Report					
		Annual Solution Review					

All Cityworks clients receive the same level of maintenance service, as defined in the Cityworks License and Maintenance Agreement.

Azteca Systems offers telephone support, online support, and other support services on our website.

Telephone support is provided as follows:

- Regular business hours, 8:00 a.m.–5:00 p.m. MST.
- Help Desk is available weekdays, excluding holidays. Technical analysts are available for handling critical problems during after-hour periods.
- Phone number: (801) 990-1888.

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Online support is provided as follows:

Regular business hours, 8:00 a.m.–5:00 p.m. MST.

Weekdays, excluding holidays.

Internet support utilizes GoToAssist or Zoom software. An Internet browser connected to the system is required.

VPN and web access require secure access to the system.

Website support is offered as follows:

<u>www.cityworks.com</u> (general information; includes links to support sites, news releases, event listings, partner news, contact information, etc.).

<u>www.mycityworks.com</u> (registered user support site; includes documentation, support files, white papers, knowledge base articles of known issues and solutions, user forums, software downloads, etc.).

#### Documentation:

Online help can be accessed from within the Cityworks Office, Tablet, and Respond environments.

Clients can access and download current documentation or online help from the <u>www.mycityworks.com</u> support website.

*InPrint* magazine is published twice a year, and posted on the <u>www.cityworks.com</u> general information website.

Database diagrams are available to clients on <u>www.mycityworks.com</u>.

#### User Groups:

Cityworks regional user group meetings are held periodically at client sites and at our offices located in West Bend, Wisconsin, and DeSoto, Texas.

Cityworks Conference is held in Salt Lake City, Utah. The next conference is scheduled for May 2018.

Cityworks forums are available through <u>www.mycityworks.com</u>.

The Update and Support Agreement allows clients to receive all subsequent upgrades, enhancements, and bug fixes for all future releases of the licensed applications if the client renews the agreement annually.

#### System Architecture

All technology components of the proposed solution are scalable to many users. True North will architect, deploy, configure, and manage a Test and Production environment for all components of this solution using Amazon Web Services (AWS). The True North team will work directly with City IT staff

to connect the City Active Directory users to the hosted environments in order to provide a single-sign-on (SSO) experience.

The deployment of the hosted environments will be incremental and as-needed in order to maximize the budget resources allocated for hosting. Licensing for hosted server operating systems will be included in the hosting costs. It is assumed that existing Esri and Microsoft SQL Server software licensing would be used for this solution.

Cityworks is a platform built with Esri ArcGIS Server technology, enabling a browser-based product and eliminating the need for running multiple applications while delivering GIS capabilities to Cityworks users. Map view and other core GIS tools are seamlessly embedded in the graphical user interface.

Configuration of Cityworks would include both a Test and Production site to allow City staff to test proposed case templates and integrations before moving them into production.

Within the platform, Cityworks AMS (Asset Management Solution) provides powerful tools for asset management, customer care, and work management, while Cityworks PLL (Permits, Licensing, and Land) provides tools for tracking permits, licenses, planning applications, business and regulatory processes, engineering approvals, as well as code enforcement cases from beginning to completion. Cityworks AMS and PLL are fully integrated, allowing GIS asset data, service requests, work orders, and inspections to be viewed in the same environment as GIS parcel data, permits, and licenses. Cityworks AMS and Cityworks PLL are licensed separately.

Cityworks AMS and PLL are both designed with built-in apps (Office, Tablet, and others), which provide the end user with an optimized office or mobile experience using various devices. Office contains full functionality and is designed for an office environment while Tablet enables full functionality on mobile laptops and tablets. Both utilize a JavaScript map.

Optional mobile apps are available, including Respond, Public Access, and native apps for iOS and Android. Respond is an app which enables mobile service request, work order, inspection management, and case management on an interface optimized for tablets and other mobile devices. Public Access is an optional app which is the citizen portal to Cityworks PLL. It allows citizens and contractors to apply for and track the progress of permits and licenses, request inspections, and pay fees. Mobile native apps for iOS and Android are available for task-based usage when completing service requests, work orders, inspections, and cases. These native apps support disconnected use.

Cityworks is created and designed using asp.NET, JavaScript, TypeScript, C# programming languages, as well as Cascading Style Sheets (CSS), HyperText Markup Language (HTML), and XML.

OnBase can be deployed either in a physical or virtual environment, or a combination of both. In general,

OnBase is infinitely scalable, and each of its components (i.e. database, storage, Application Servers, Web Servers, etc.) may be consolidated, distributed, or duplicated as appropriate for the implementation and customer's needs. A typical environment would include:

- <u>Dedicated or shared Database Server</u>
- Dedicated OnBase Application Server
- Dedicated OnBase Web Server
- Dedicated OnBase File Server

The City would be responsible for the software licensing for operating system (Microsoft Windows Server and Workstations), database (i.e. Microsoft SQL Server) and any applications OnBase may need to integrate with, including Microsoft Office.

The following depicts the major technology components used in the OnBase solution:

- <u>ODBC-Compliant Database Management System Used for storage of document index values,</u> <u>annotations and markups, and system configuration settings.</u>
- <u>.NET-Based Web Server Used to service request from the OnBase Web Client as well as browser-based integrations with third-party line-of-business applications.</u>
- <u>.NET-Based Application Server Used for Workflow engine processing, providing API access,</u> and various other services.
- <u>32 bit Windows Executable Configuration client Tool used for configuration of OnBase features.</u>
- <u>Unity Client OnBase client for users desiring a desktop experience with thin back-end connecting</u> to the application server.
- <u>HTML-Only and ActiveX-Based Browser clients</u>
- <u>COM</u>, <u>Net</u>, <u>Java</u>, <u>and Web Services API Tool Kits Provide integration with other custom and</u> <u>COTS applications</u>.

#### Third-Party Application Software

OnBase Plan Review relies on the following third-party applications:

- Database Server
  - o Microsoft SQL Server 2008 (RTM, SP1, SP2), 2008 R2 (RTM, SP1), 2012, 2014, or 2016; or
  - o Oracle 11g (R2) or 12c; or
  - SAP Sybase SQL Anywhere 16 or 17
- <u>Application / Web Servers</u>
  - <u>Microsoft Windows Server 2008 R2 SP1 or later service pack (x64), Server 2012 R2 (x64), or</u> <u>Server 2016 (x64); and</u>
  - o Microsoft Internet Information Server 7.5, 8.0, 8.5, or 10.0
- Desktop Computers
  - o Microsoft .NET Framework 4.6 or later; and
  - o <u>Microsoft Visual C++ 2010 Redistributable Package (x86); and</u>
  - o Microsoft Visual C++ 2013 Redistributable Package (x86); and
  - Microsoft Visual C++ 2015 Redistributable Package (x86)

Cityworks PLL relies on the following:

- Database Server
  - Windows Server 2008 SP2 (64-bit), Windows Server 2008 R2 SP1 (64-bit), Windows Server 2012 (64-bit), Windows Server 2012 R2 (64-bit), Windows Server 2016 (64-bit) (15.2.1 and newer)
  - o Oracle 11g R1, Oracle 11g R2, Oracle 12c, Oracle 12c R1 or
  - o SQL Server 2008, SQL Server 2008 R2, SQL Server 2012, SQL Server 2014, SQL Server

<u>2016</u>

- <u>Application / Web Servers</u>
  - Windows Server 2012 or 2012 R2, IIS 8.0/8.5, Windows Server 2008 R2 SP1 (64-bit), IIS 7.5, Windows Server 2016 (64-bit), IIS 10 (15.2.1 or newer)
  - NET 4.5 Framework Windows Server features (.NET Extensibility 4.5 only if using Windows Server 2012/R2, while .NET Extensibility 4.0 as well if using Windows Server 2008 R2 SP1)
  - <u>NET 4.6.2 Framework (installed on both application and GIS servers). Requires Crystal</u> <u>Reports Runtime 13.0.16–13.0.20</u>
- <u>Client PCs</u>
  - Windows 10 (32/64-bit) or Windows 8/8.1 (32/64-bit) or Windows 7 Professional<sup>®</sup> (32/64-bit)
  - o Firefox 45-57 or
  - Internet Explorer 11 (Respond, Storeroom, Insights, and Performance Budgeting use responsive design that is not supported by IE) or
  - Chrome 43-63 (There is a known issue in Storeroom with Chrome 46)

<u>True North configures reports using SAP Crystal Reports 2016 (or newer) on the Cityworks Server.</u> Workflow Capabilities

The OnBase Plan Review solution is highly configurable and flexible in nature. The system can be configured to meet the unique requirements and business rules of each department, review group, or even individual reviewers. With the Electronic Plan Review solution, users import plans and supporting documents directly into OnBase through an integration with Cityworks. Once imported, OnBase automatically organizes plan sets and documents to your agency's standards and workflow automation routes them to appropriate staff for simultaneous review and approvals. Email notifications can be sent at any point in the process.

The following sections provide an overview of each of the plan review solution components, all of which can be configured to meet the City's workflow needs.

#### Submit Plans Electronically

The process starts with a customer being taken to the OnBase submitter portal directly from Cityworks. The submitter portal is delivered as a fully functioning web application, integrated with the Cityworks portal. Customers can easily access all the projects they have with the City.

The project enters the OnBase system, with an initial status of Awaiting Plan Submission. From within the City, authorized users can see that the project exists, but they can also see that plan documents have not been uploaded, and the project has not yet been submitted for review. When the Submitter is ready, the plan sheets can be uploaded to the site by simply browsing for and selecting the files, including PDF, TIF, DWG, and many other file types. Once files are selected, OnBase automatically stores the filename as a unique identifier, and allows the Submitter to select the discipline and sheet type of every sheet, as well as an additional description of the file if desired. OnBase can be configured to automatically detect the discipline and sheet type based on file naming conventions, further streamlining the upload process for the Customer.

<u>Screenshot – Plan Review Submitter Portal</u>

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Once the documents are uploaded, the Customer clicks to submit for review, and the appropriate users are notified that a project has been submitted.

#### **Route for Review**

Once the project is submitted, it moves to the next step of the workflow process, typically a Plan Review Coordinator or another user that can conduct a completeness check and then route the project for review. This Coordinator can easily see all the documents that were submitted, organized by discipline and sheet type, along with all the project and contact information.

Screenshot - Plan Review Workflow Interface

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At this point, the Coordinator would typically start a review cycle, which tracks when the City's review process starts and stops, and includes both an overall due date for when the project is due back to the Submitter, and a separate Reviewer Due Date, allowing for reviewers to be required to complete their reviews prior to the end of the review cycle. For each review cycle, due dates can be selected manually, or can be automatically calculated based on review type, whether it's the first submission or a subsequent re-submission, or based on other project information. Once a review cycle is started, the Submitter is prevented from making changes or uploading new documents. If changes are needed, the Coordinator or other administrative user can temporarily allow the Submitter to make changes and upload new documents or revisions during a review cycle.

The Coordinator would then choose which departments, review groups, and/or individual reviewers need to review the plans. By integrating with Cityworks, this routing could be automatically determined or could just require a quick confirmation by the Coordinator. Every organization is different, so the exact workflow can be determined by the City, and the system can be configured to meet practically any automatic or manual routing requirements throughout the process.

After the project is routed, the Coordinator can always have visibility into the process, simply by being able to monitor the queues as projects are routed to the various departments, review groups, or individual reviewers. The Coordinator, and any reviewer looking at the project, can easily see the review cycle and due date information, along with the number of reviews completed, who has been assigned, when they were assigned, and what decisions they each have made. Depending on the preference of the City, some or all of this data can also be displayed on the Submitter portal. Throughout the submittal and review process, automatic email notifications can be sent to Submitters, Reviewers, and other City staff involved in the process, to provide status updates and notify for pending work. Updated information can also be pushed to Cityworks, so users can see synchronized information in both systems.

#### Review, Comment, Mark-up and Collaborate

OnBase provides a specialized plan review viewer for this solution. This viewer has many features specific to what a plan reviewer needs, including powerful pan, zoom, and magnify capabilities, intuitive measurement features, and a wide variety of annotation and mark-up capabilities. Reviewers can quickly zoom in and out, resize the page to fit the screen or other preset sizes, and use magnify tools to quickly mouse through or click on different areas of the drawing. Reviewers also have control over layers, so if the document is a vector-based PDF produced by AutoCad or similar application, or if it's a DWG/DWF drawing, individual layers can be turned on and off to show and hide specific components of the drawing. The measuring tool allows for users to measure different points and areas of the drawing using shapes or drawing lines between points. Each plan sheet can also easily be calibrated to scale.

Screenshot - OnBase Viewer



When marking up sheets, OnBase stores the markups for each user individually. Multiple users can review and markup at the same time, and can all refresh the drawing at any time to see the latest markup from all reviewers. Users can easily see who applied which markup, and can show/hide each user's markup if needed while working in the document.

In addition to marking up the document, users can add detailed comments. Comments are easily added at the document or project level, and are associated with a specific user. Comments can be entered as free text, or selected from a prepopulated comment library, so if the City has comments that are used on a regular basis, they can be stored in the library and added with consistency. Like the mark-up, comments can be refreshed while looking at the document, so you can always see the latest comments from all users. There's also a combined view of all of the project and document comments, allowing any user to sort and group all comments and quickly access the associated plan sheets. In addition to marking up and commenting on projects, reviewers can attach reference documents that contain more information such as city ordinance or other content that will help the Submitter make corrections for their resubmission.

#### **Re-Submissions**

Once all the reviews are complete, if re-submission is required, the Coordinator can create a review comment letter with a single click. Letters are configured as Microsoft Word templates, and are designed to automatically include submitter and project information, along with detailed project and document comments. There can be one combined letter for all of the departments and reviewers, or separate letters can be created individually. Once created, the Coordinator can edit the letter as needed to finalize it before it's published to the Submitter.

In addition to the review comment letter, the system allows the Coordinator to create a combined review plan set with a single click, which takes all of the plan sheets that have been commented on, and merges them into one collated PDF with the markups burned in and the detailed comments accessible directly within the PDF comments tab.
When ready, the Coordinator publishes the letter(s), plan set, and any reference documents back to the Submitter, and the Submitter is notified that the review cycle has been completed and the documents are available for download from the Submitter portal.

The Submitter can then download the documents, review the comments and markup, and make any necessary changes to the plans. When they are ready to re-submit, they simply visit the portal again, and repeat the process of browsing for and selecting files. By utilizing the plan file names as unique identifiers, the system automatically recognizes which plan sheets have been revised, which are new, and which have remained unchanged. After confirming or selecting the discipline and sheet type for each plan sheet, the Submitter can re-submit, and the City users are notified that the project has been re-submitted.

Depending on the workflow configuration, the project may go back to the Coordinator again, or could potentially skip the Coordinator and automatically return to the reviewers that had rejected the project, or to all reviewers. The options for handling routing of submissions and re-submissions are practically endless. Regardless of how the projects are routed, the same mark-up, comment, and other review functionality are available for each submission, and projects can be rejected and re-submitted as many times as necessary for the project to be approved.

#### **Compare Revisions and Track Changes**

OnBase features a comparison tool that overlays the newest plan revision with any previous revisions, allowing reviewers to see required and unexpected changes that were made or need to occur. OnBase presents changes in a convenient view that includes a collaboration pane for real-time access to comments, improving collaboration among reviewers.

Screenshot - Compare



<u>Plan sheets can be compared to either the most recent revision, or to a previous revision, or even a different plan sheet.</u> Within the comparison window, users can easily see what has changed, what has been added, and what has been taken away.

#### **Approve Plans**

Once the review process is complete, which is typically after all required reviewers have approved the project, the project can again return to the Coordinator or another designated user to finalize the project. The user can select individual sheets or all sheets to copy them to an approved plan documents folder. Similar to the review mark-up plan set that was created when re-submission was required, the system creates a combined approved plan set from the sheets once the project has been approved. The approved plan set can then be routed for electronic signature, stamp and/or seal if required. Signatures, stamps, and seals can be added electronically by designated users with a variety of options for how they are placed on the documents.

In some cases, there may also be stipulations with the approval. These stipulations, including any necessary markup, can be included in the approved plan set just as they were in the review mark-up plan set, to indicate to the Submitter that the project has been approved with conditions/stipulations.

Once the approved plan set is signed and ready for the Submitter, it is published to the Submitter portal, and the process is complete. Of course, the project remains accessible and searchable within OnBase, and if desired, additional workflow can occur when needed. For example, if the City requires the Submitter to upload As-Built drawings or wants to allow for Active Revisions to be submitted after approval, these types of processes can be implemented as post-approval steps.

#### **Permit Issuance Capabilities**

Cityworks PLL provides the framework to configure permitting workflows based on the organizations business processes. It can be configured to allow access by multiple departments within an organization, such as the legal department, encouraging coordination on code enforcement cases; or public utilities, allowing cooperation in the construction of water and sewer lines in new subdivisions.

Permits or Cases track transactional data required for community development and regulation processes, and can be configured to provide flexible business management. Automatic notifications can be used to alert users, departments, and divisions when their task in the workflow is ready to begin.

Additional methods are provided for accessing, searching, and editing case, task, and payment information. These include:

- Case utility
- <u>Payment manager</u>
- Payment utility
- <u>Task manager</u>
- <u>Task utility</u>

Functions are also available to create associated records:

- <u>Link/relate to existing cases</u>
- <u>Create related child case</u>
- Create related work order
- <u>Create related service request</u>

Customized templates help manage the required data for a specific process. As many or as few templates as necessary can be designed to streamline the development process. Basic functional forms are available which can be adapted to serve the organization's needs.

For example, if a residential building permit needs the Inspection Request form and the final subdivision plat doesn't, their templates are configured accordingly. Likewise, code enforcement cases need the Violations form; pre-development concept plans don't. Each template is assigned *only* those forms relative to that process.

Cityworks PLL core functions appear as tabs on the permit, license, or case document and contains panels listing appropriate data. These include:

AddressFlags\*Condition\*Inspection requestContractorInstrumentData group\*LicensesDeposit\*MainFees\*Notes

Payment People\* Related documents Summary Violations Workflow\*

\* Can include default data

#### Creating, Editing, Issuing and Tracking Permit Documents

Cityworks will be used to create, edit, issue and track the entire lifecycle of a permit. Once the permit and all related documents are generated, it is automatically archived in OnBase and associated with the Electronic Plan Review project.

#### **Mobile Inspections Capabilities**

Cityworks PLL provides mobile native apps for iOS and Android which allow Cityworks to be used in a disconnected environment. These apps allow users to create inspections, and edit service requests, work orders, inspections, and cases. Users can also view work activities on the map as well as add comments to work activities or mark them as completed. Assets or tasks associated with work orders and cases can also be viewed and completed.

These mobile apps can also open cases in Office or Tablet. The iOS app can open cases in Collector for ArcGIS, an Esri solution available to the City. This workflow is configurable using Cityworks Single Sign-on, Portal for ArcGIS or ArcGIS Online, and a web map.

#### Example Scope of Work (SOW)

An example scope of the installation, configuration and training for OnBase would include:

- Installation of the required components within the Software including;
  - o OnBase Database
  - o <u>OnBase Application Server</u>
  - o OnBase Web Server
  - o <u>Unity Client;</u>
  - o Plan Review Portal (external website);
  - o Standard Plan Review Workflows including:
    - One (1) Coordinator Lifecycle;
    - Two (2) Review Department lifecycles;
    - One (1) system lifecycle for plan sheet processing; and
  - o <u>Configuration of disciplines and sheet types.</u>
- <u>Configuration of OnBase document types and keyword types for plan sheets and other documents related to</u> <u>plan review</u>
- <u>Configuration of Software User Groups specific to Plan Review to be assigned appropriate Plan Review</u> privileges:
- Integration with Cityworks Client;
- Integration with the Cityworks portal and customization of Plan Review Portal:
- Solution validation to walk through solution and update requirements documentation with:
  - o Department names; and
  - o Discipline and Sheet Type validation.
- <u>Configuration of up to six (6) stamps/signatures;</u>
- <u>Configuration of up to six (6) reviewing departments to participate in the standard process flow;</u>
- Configuration of up to three (3) Plan Review letter templates:
- Design and development of five (5) Electronic Plan Review Reports; and

• Internal User Training Guide documentation specific to Software solution for Plan Review.

An example scope of the installation, configuration and training for Cityworks PLL would include:

- Kickoff meeting to review scope, schedule, and points of contacts. Identify City technical leads and subject matter leads for the project.
- Finalize system architecture design with City OIT staff for both Test and Production environments
- Provision virtual servers, databases and storage in AWS
- Installing and configuring Cityworks and Esri software
  - Configure GIS Data and Services to support Cityworks PLL
  - Configure the base Cityworks configuration (users, groups, organization settings, etc.)
- Validate connectivity between server and mobile applications. Ensure that user logins are working properly inside and outside the City Network.
- Begin work on permitting and cases based on established priorities.
  - A typical iteration to document and build a Case workflow is as follows:
    - Review and document permit process (onsite 1-3 days)
    - Design Case workflows (onsite 1-3 days)
    - Review and approve workflow diagram (1-5 days)
    - Configure the workflow in the test environment including OnBase document review handshakes where applicable (1 week)
    - Test the workflow in the test environment (1 week)
    - Deploy workflow to production environment (1 week)
  - A step-by-step procedure guide is created with each iteration and serves as a training manual. The procedure guide is typically four (4) pages per case type and requires one (1) to two (2) hours to teach, learn and review.
- Concurrently work on integrations during case development
- Provide training to end users at appropriate intervals of case development
- Configure public access portals once the necessary level of case development is complete

## EXHIBIT C

## True North Revised Pricing as of 12/15/2018

Revised 12/15/2018

- 1 7 - #3 - 14 - 1

	FY 18/19	FY 19/20	FY 20/21	TOTAL
ONE TIME PROJECT COSTS		·		
Software			1	
Esri	\$0	\$0	\$0	\$0
Cityworks	\$81,000	\$0	\$0	\$81,000
OnBase	\$69,200	\$0	\$0	\$69,200
Services	\$28,800	\$0	\$0	\$28,800
IMPLEMENTATION (TNGEO/Versivo)	\$160,236	\$160,236	\$0	\$320,472
INTEGRATIONS (TNGEO)	\$24,000	\$0	\$0	\$24,000
OTHER (Training) (TNGEO)	\$12,000	\$0	\$0	\$12,000
TOTAL ONE-TIME	\$375,236	¢100.000	\$0	\$535,472
PROJECT COSTS	\$575,250	\$160,236		
ONGOING COSTS				
SOFTWARE MAINTENANCE				
Cityworks	\$0	\$81,000	\$81,000	\$162,000
OnBase	\$13,840	\$14,255	\$14,683	\$42,778
SUPPORT SERVICES				
True North Cityworks Support	\$0	\$15,000	\$15,000	\$30,000
True North Managed Servers	\$8,100	\$36,000	\$36,000	\$80,100
TOTAL RECURRING COSTS				
(3 YEARS)	\$21,940	\$146,255	\$146,683	\$314,878
		· ·		
TOTAL COSTS	\$397,176	\$306,491	\$146,683	\$850,350

## True North Client Work: City of Murfreesboro MBORO002-12082020

This Client Work Order, effective as of December 17, 2020, is made pursuant to the Master Services Agreement dated \_\_\_\_\_\_, 2019, ("MSA") by and between True North Geographic Technologies, LLC ("True North") and the City of Murfreesboro ("Client").

- 1. Scope and Description of Services/Work: Cityworks AMS implementation for the Street Department. This includes configuring Service Requests, Work Orders and Inspections in Cityworks AMS for the Murfreesboro Street Department; specifically, the roadways, stormwater and right-of-way groups. Project proposal and software quote (Q-08626-3) are attached to this work order.
- 2. Work Products/Deliverables: Deliverables include 80 hours of implementation services and 20 hours of custom training culminating in an operational work order and asset management solution.
- 3. Term: December 17, 2020, through September 1, 2021, unless earlier terminated.
- 4. Total Costs: **\$31,000**
- 5. Supplemental Invoicing and Payment Information: The cost of the Cityworks AMS software is prorated to align with the City's existing Cityworks software maintenance cycle. It is anticipated that approximately half of the implementation costs will be billed in FY21 with the remaining balance billed in FY22.
- 6. The Designated Project Management Representatives responsible for this Client Work Order:

True North:	City of Murfreesboro:
David Spaight	
David Speight	
119 MTCS Rd	111 West Vine Street
Murfreesboro, TN 37129	Murfreesboro, TN 37130
Phone: (615) 890-7728	Phone:
Fax: (615) 890-7729	Fax:
E-mail: <u>dspeight@tngeo.com</u>	E-mail:

NOTE: Any changes to this Client Work Order, including, but not limited to, any increase in scope, costs, or True North resource hours, shall require a Client Work Order Amendment.

The undersigned designated Client Project Management representative has reviewed and concurs with all aspects of this Client Work Order and is the Client representative authorized to approve True North's expenditure and use of any of this Client Work Order's allotted True North resource hours in the performance of this Client Work Order.

Concurrence By:	Accepted By:
Client Management Representative	True North Geographic Technologies, LLC
Signature:	Signature:
Name:	Name: David Speight
Title:	Title: President
Date:	Date:

# Murfreesboro Cityworks AMS Implementation

STREETS DEPARTMENT

Quote Prepared for Jenny Licsko, Administrative Aide II City of Murfreesboro Street Department 620 W. Main Street Murfreesboro, TN 37130 Office: 615.893.4380 Email: <u>dlicsko@murfreesborotn.gov</u>

**Summary:** The scope of the project includes configuring Service Requests, Work Orders and Inspections in Cityworks for the Murfreesboro Street Department; specifically, the roadways, stormwater and right-of-way groups.

Software: Cityworks AMS Software: 10 users for \$15,000 (per year)

## Professional Services: (\$16,000)

True North project team would conduct an on-site project kickoff meeting with Murfreesboro Street Department to gather information, review workflows and refine functional requirements. True North would provide updated project requirements, timeline and schedule for the Street Department to review. Upon approval, True North will proceed with the implementation.

True North will configure Cityworks AMS on the existing hosted Cityworks Server. The proposed Cityworks Server AMS implementation includes 80 hours for configuring up to 40 work order, 10 service request, and 10 custom inspection types for one domain with up to 5 security groups. This also includes configuring employee, material, equipment lists and basic print templates. Preconfigured reports are available on mycityworks.com. True North will configure up to 3 custom reports (Crystal Reports). Should Murfreesboro Street Department desire additional customized reports, a separate quote will be provided.

Based on projects of similar scope, True North anticipates approximately 20 percent of the implementation will be performed onsite with the remaining 80 percent to be performed remotely.

## Training

During the implementation, True North will be working closely with Street Department staff to provide Cityworks training and support. The project includes 20 hours of training dedicated to training staff on specific workflows unique to the Street Department. The training sessions can be split into several onsite sessions with additional remote sessions as needed.

## **Key Assumptions:**

- Street Department staff will be available for project meetings.
- Street Department will designate an executive within the organization to be the project sponsor.
- Street Department staff will review deliverables in agreed upon timeframes.
- Street Department will provide data, forms, and relevant details for workflows that will be configured in Cityworks AMS.
- Street Department will maintain internet and network connections capable of supporting GIS and Cityworks applications and remote server connections.
- Street Department will maintain all required software licenses.
- Street Department staff will seek additional Esri and Cityworks training to supplement knowledge, if needed.

## Project Cost: \$31,000



## Azteca Systems, LLC - Cityworks 11075 S State St, Suite 24 | Sandy, UT 84070 801-523-2751 | Fax # 801-523-3734

Quote NumberQ-08626-3Created Date10/23/2020Expiration Date1/31/2020

#### Contact Information

Contact Name:		Prepared By Name:	Joe Rubisch	
Organization:	Murfreesboro (TN), City of	Prepared By Phone:	(801) 523-2751	
Contact Address:	300 NW Broad St. ST-37130 PO BOX 1477 Murfreesboro, TN 37133-1477			

#### **Quote Lines**

Product Name	Quantity/ Population	Net Unit Price
Server AMS Standard Workgroup Starter 5-Pack	1.00	USD 3,750.00
Server AMS Standard Workgroup Logins 6+	5.00	USD 2,500.00
Workload for AMS	1.00	USD 0.00
Web Hooks for AMS	1.00	USD 0.00
	TOTAL:	USD 6,250.00

#### Notes

Year 1 Dollar Value	USD 6,250.00	Year 1 Date Range	12/1/2020 - 04/29/2021*
Year 2 Dollar Value	USD 96,000.00	Year 2 Date Range	04/30/2021 - 04/29/2022
Year 3 Dollar Value	USD 96,000.00	Year 3 Date Range	04/30/2022 - 04/29/2023

#### Quote Notes:

Quote adds 10 Standard AMS Workgroup Logins, Workload, and Web Hooks to current licensing.

Update License: Workgroup Server AMS Standard 10 Named Logins for: Office Respond Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons: Web Hooks Local Government Templates (LGT) Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Server PLL Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products: Office Respond Mobile Native Apps (for iOS/Android) --Includes the following Add-ons: eURL (Enterprise URL) Public Access for PLL Cityworks Analytics for PLL Workload Web Hooks Document Management API Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 100,000 - 150,000 population range

\*Fee for Year 1 reflects additional products added at \$15,000/year and is pro-rated through 04/29/2020. Current Renewal Amount of \$81,000.00 has previously been paid. Workload and Web Hooks are included in Standard PLL ELA and added at no additional fee.

#### **Terms and Conditions**

Payment Terms Payment due within 30 days

Authorized to Invoice 30 days prior to renewal.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

#### Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

#### Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

#### International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted	by:

Title			
	/	/	

Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

# COUNCIL COMMUNICATION

## Meeting Date: 1/07/2021

Item Title:	Supplemental Agreement with Cowden Associates for Professional Financial Services related MED Pension Plan	
Department:	Legal	
Presented by:	Adam F. Tucker, City Attorney	
<b>Requested</b> Coun	Requested Council Action:	
	Ordinance	
	Resolution	
	Motion	$\boxtimes$
	Direction	
	Information	

## Summary

Amendment to contract with Cowden Associates for additional actuarial services related to the Murfreesboro Electric Department Pension Plan (the Plan).

## Staff Recommendation

Approve supplemental professional services agreement with Cowden Associates.

## **Background Information**

At its November 5, 2020, City Council authorized the City to engage Cowden Associates to provide various financial and actuarial services related to the Plan. Cowden's has been exemplary. Cowden has been thorough and efficient in their performance under the current agreement. Nevertheless, due to the complexity of the work performed and in order to perform additional services requested by the City, Cowden anticipates that its fees will exceed its original estimated fees by approximately \$10,000.

## **Fiscal Impact**

Total project cost: Fees billed at an hourly rate not to exceed \$70,000, which constitutes a \$10,000 increase over the estimated fee amount in the original agreement

## Attachments

Supplemental Agreement with Cowden



A member firm of GLOBACS

December 15, 2020

CONFIDENTIAL - SENT VIA EMAIL

Mr. Adam Tucker City Attorney City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130

## Re: Murfreesboro Electric Department Defined Benefit Plan – Supplemental Estimate of Engagement for Actuarial Services

Dear Adam,

The purpose of this letter is to provide a supplemental estimate of our engagement to provide actuarial services to the City of Murfreesboro (City) concerning the Murfreesboro Electric Department Pension Plan (MED Plan). The scope of these services are detailed in our November 2, 2020 engagement letter signed by the City.

In addition to the scope of services listed in that letter, the following services have subsequently been requested.

- Cost of Living Adjustment (COLA) analysis for future benefit increases. This includes calculation of the applicable COLA to each MED Plan participant and impact on plan liabilities and funded status analysis.
- Consulting and participation in an upcoming Executive Session of City Council related to this matter.

As previously agreed upon, we are compensated for these services based on our standard hourly rates of \$125 - \$300, plus reasonable out-of-pocket expenses. After completing many of the services originally outlined in the November 2, 2020 engagement letter and considering the additional requested services, we now anticipate that the scope of this engagement will result in an estimated fee of up to \$70,000.

Please call or email me with any questions.

Sincerely,

Amy M.)Crouse, EA, ASA, MAAA Consultant and Actuary 412.394.9355 <u>amyc@cowdenassociates.com</u>

cc: Erin Tucker, Melissa Wright – City of Murfreesboro Andrew Elbon – Bradley Arant Boult Cummings LLP Robert Hazy – Cowden Associates, Inc.

"We advance the objectives of our clients by focusing our integrity and expertise to achieve superior results."

# **COUNCIL COMMUNICATION**

Item Title:	Annual Pavement Marking Contract between the City and Marking Impressions Corporation DBA Pope Striping	
Department:	Transportation	
Presented by:	Jim Kerr	
<b>Requested</b> Coun	cil Action:	
	Ordinance	
	Resolution	
	Motion	$\boxtimes$
	Direction	
	Information	

## Summary

Consider the Annual Pavement Contract between the City of Murfreesboro and Marking Impressions Corporation DBA Pope Striping.

## **Staff Recommendation**

Approval of the contract between the City of Murfreesboro and Pope Striping.

## **Background Information**

Staff advertised and opened three bids for the Annual Pavement Marking Contract. This contract is typically used for installation and maintenance of pavement marking on City and State Streets. The contract is a three (3) year agreement renewable for two one-year option periods after the original award if agreed upon by both parties. The low bid was received from Pope Striping in the amount of \$318,403.

## **Council Priorities Served**

## Safe and Livable Neighborhoods

Pavement Markings enhances the safety and operations of the City's roadway network.

## **Fiscal Impacts**

The primary funding source for the City's pavement marking program is from State Street Aid.

## Attachments

- 1. Contract between the City of Murfreesboro and Marking Impressions Corp.
- 2. Marking Impressions Corp. Proposal for ITB-09-2021 Pavement Markings

This Agreement is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_\_ 2021 ("Effective Date"), by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Marking Impressions Corporation**, a Corporation of the State of Tennessee ("Contractor"). This Agreement consists of the following documents:

- This document
- ITB-09-2021-Pavement Marking, issued December 1, 2020 (the "Solicitation");
- Contractor's Proposal, dated 12/14/2020 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 12/14/2020 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

### 1. Duties and Responsibilities of Contractor.

Provide the following services based on "ITB-09-2021 – Pavement Marking" listed under "Bid Specifications" of the ITB.

#### 2. Term.

The term of this Agreement commences on the Effective Date and expires on January 1, 2024. The contract can be renewed for two (2) additional one (1) year option periods in any combination. Renewal options can be exercised by mutual written agreement. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

- **3. Compensation; Method of Payment.** Contractor will be compensated based on the unit pricing contained in Contractor's Price Proposal for work requested by the City and upon submission of an invoice to the City at its address for Notices.
- 4. Work Product. Except as otherwise provided herein, all data, documents and materials produced 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
- 5. Insurance. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

### 6. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. <u>Copyright, Trademark, Service Mark, or Patent Infringement</u>.
  - 1. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any

time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
  - a. Procure for the City the right to continue using the products or services.
  - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
  - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
- **7. Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130

If to Contractor:

Attn: Wayne Todd Pope Marking Impressions Corporation 7445 John Bragg Hwy. Suite 101 Murfreesboro, TN 37127

- 8. Maintenance of Records. Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- **9. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- **10. Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party

becomes liable for any representation, act, or omission of any other party contrary to this section.

- **11. Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 12. Employment. Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 13. Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, 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.
- 14. Gratuities and Kickbacks. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
- **15. Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in

whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

- **16. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 17. Force Majeure. No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, pandemic, epidemic or other cause of similar or dissimilar nature beyond its control.
- **18. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- **19. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- **20. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- **20. Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

**IN WITNESS WHEREOF**, the parties enter into this agreement as of the Effective Date stated above.

City of Murfreesboro, Tennessee

**Marking Impressions Corporation** 

Wayne Todd Pope, CEO/President

Shane McFarland, Mayor

Approved as to form:

By:

.....

Adam Tucker City Attorney

## INVITATION TO BID ITB-09-2021 Pavement Marking

The City of Murfreesboro ("City") will receive and publicly open sealed bids in the City Manager's Office, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37130, telephone number (615) 849-2629. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED:	December 01, 2020
BID TITLE:	ITB-09-2021 - Pavement Marking
CITY CONTACT PERSON:	Cathy Smith, Purchasing Director
TELEPHONE NUMBER:	(615) 849-2629
E-MAIL ADDRESS:	cismith@murfreesborotn.gov

BID OPENING DATE: December 17, 2020

BID OPENING TIME: 3:00 p.m., CST

All bid responses must be received and acknowledged in the City Manager's Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

## SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro City Manager's Office Attn: Bid – Pavement Markings 111 West Vine Street Murfreesboro, Tennessee 37130

Bid envelope must include the bid title, bid opening date, bidder's name, bidder's contractor license number, expiration date and classification applying to the bid for the prime contractor. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required. Copies of the solicitation can be obtained from <a href="http://www.murfreesborotn.gov/bids.aspx">http://www.murfreesborotn.gov/bids.aspx</a>

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#### 1. INSTRUCTIONS AND CONDITIONS

#### 1.1. Invitation to Bid

- 1.1.1. The City of Murfreesboro is seeking bids for furnishing and installing <u>Retro reflective</u> <u>Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends</u>. Sealed bids will be received by the City of Murfreesboro at the Office of the City Manager, City Hall, 111 West Vine Street, Murfreesboro, Tennessee 37130, until 3:00 p.m. local time on December 17, 2020, at which time the bids will be opened.
- 1.1.2. Bids may be mailed or delivered to the City of Murfreesboro, Office of the City Manager, City Hall, 111 West Vine Street, Murfreesboro, TN 37130. Attached are the specifications and bid form for furnishing and installing <u>Retro reflective Pavement</u> <u>Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends</u>. All bids shall be submitted on the attached bid form in sealed envelopes with "Pavement Marking" on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature as well. The City will not accept bid responses submitted by fax or electronic mail.
- 1.1.3. Bid responses must be received and acknowledged in the City Manager's Office on or before the date and time specified for the receipt of bid responses. A bid opening date has been set for December 17, 2020, at 3:00 p.m. local time in the Office of the City Manager. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received in the City Manager's Office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bid responses that are mailed or sent via private delivery services.
- 1.1.4. The City is interested in receiving as many bids as possible and urges all possible bidders to bid and take exception to any items if necessary.
- 1.1.5. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.
- 1.1.6. Any prospective bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than seven (7) days prior to the bid opening date.
- 1.1.7. There may be one or more amendments to this ITB. If your company desires to receive copies or notices of any such amendments, you must sign up on the website. Bidders are encouraged to register with Vendor Registry and <u>required</u> to register for any addendums issued for the respective ITB to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through Vendor Registry's website at: <u>https://vrapp.vendorregistry.com/Vendor/Register/Index/murfreesboro-tn-vendor-registration</u>.

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1.1.8. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

#### 1.2. Bid Responses

- 1.2.1. Bid responses must be submitted in a sealed envelope that includes the bid title, bid opening date, bidder's name and bidder's contractor license number, expiration date and the classification applying to the bid for the prime contractor. Failure to provide this information on the envelope may result in the bid not being considered.
- 1.2.2. Pursuant to Tennessee Code Annotated Title 62, Chapter 6, Part 1, if a bid is \$25,000 or above, bidder must be a licensed Contractor as required by the Contractor's Licensing Act of 1976, Public Chapter No. 822 of the General Assembly of the State of Tennessee, as amended. In accordance with T.C.A. §62-6-119, <u>Bidder shall place their bid in an envelope showing:</u>

(1) the bidder's name, license number, expiration date thereof, and license classification of the contractor applying to the bid for the prime contract;

(2) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract (if applicable) where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000);

(3) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000);

(4) For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000);

(5) Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and

(6) Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope or provided within the electronic bid document.

<u>Bids not conforming to this provision shall not be opened.</u> Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

1.2.3 Each bid must be accompanied by a bidder's bond in an amount of <u>5%</u> of bidder's maximum bid price executed by the bidder and a surety company authorized to transact

business in the State of Tennessee, or by a cashier's or certified check on a duly authorized bank made payable to the City of Murfreesboro as a guarantee that if the bid is accepted, the required contract will be executed and the required performance and payment bonds will be furnished. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which the bid bond will be returned.

1.2.4 A performance bond, payment bond, cashier's check, or letter of credit in the total amount of the bid, along with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract. Awarded Contractor should utilize the attached Bond for Performance and Payment or such bonds with equivalent language in a form acceptable to the City.

Attorneys-in-fact who sign the bid bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within fifteen (15) days from the date when notice of award is delivered to the Bidder. The notice of award shall be accompanied by the necessary agreement. In case of failure of the Bidder to execute the Agreement, the Owner may, at his option, consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

Within ninety (90) calendar days of receipt of acceptable performance bond, payment bond, and agreement signed by the party to whom the agreement was awarded, the Owner shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may by written notice withdraw his signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

- 1.2.5 All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
- 1.2.6 Pursuant to T.C.A. §50-9-113, a Bidder must have a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9 in effect at the same time of submission of its bid, at least to the extent required of governmental entities.

The City of Murfreesboro has a Drug-Free Workplace Program certified by the Tennessee Department of Labor and Workforce Development pursuant to Title 50, Chapter 9. The City of Murfreesboro Drug-Free Workplace Program is set forth in City of Murfreesboro <u>Employee Handbook</u> Sections 3005, 3006, and 3023 (copies are available without charge upon request). City of Murfreesboro <u>Employee Handbook</u> Sections 3005 3006, and 3023 provide for the random testing, reasonable suspicion testing, pre-employment testing, promotion or transfer testing, post-accident testing, return-to-duty

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testing, and follow-up testing of all employees classified as safety sensitive, CDL, or FTA employees for alcohol and/or drugs. Additionally, City of Murfreesboro Employee Handbook Section 3005 provides for reasonable suspicion testing, return-to-duty testing and follow-up testing for non-safety sensitive employees for drugs and alcohol. Such testing is conducted using the same standards as in the United States Department of Transportation Regulations established for the drug and alcohol testing of CDL operators.

A bidder for construction services must submit an Affidavit that attests that such bidder operates a Drug-Free Workplace Program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Murfreesboro.

Bidder may satisfy this requirement by attaching a copy of a Certificate of Compliance with the applicable provisions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development to the City to the required Affidavit.

Pursuant to T.C.A. §50-9-114(d), unless suit is filed in Chancery Court, bidders shall have seven (7) calendar days to contest a contract entered into by contractors subject to the provisions of this section. Bidders who do not contest such contracts within seven (7) calendar days of filing suit in Chancery Court waive any right to challenge such contract for violating the provisions of T.C.A. §50-9-113 and T.C.A. §50-9-114. Such suits shall be brought in the Chancery Court for Rutherford County.

- 1.2.7 Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.
- 1.2.8 Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. Should the bidder wish to bid on items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such components.
- 1.2.9 If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from the City whether the substituted item is equal and/or better and of comparable quality as specified. The bidder will receive notice of City's determination no later than two (2) working days in advance of the bid opening. Bidder is not required to seek such pre-bid approval, but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City.
- 1.2.10 Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
- 1.2.11 A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.
- 1.2.12 Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn for a period of ninety (90) days after bid opening.

- 1.2.13 Bid responses may be modified by written notice received and acknowledged by the City Manager's Office prior to the date and time for public opening of bids. Late modifications cannot be considered.
- 1.2.14 The City will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses and their accompanying documentation will become the record of the City.
- 1.2.15 The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.
- 1.2.16 Iran Divestment Act of Tennessee.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to \$12-12-106. Bids not conforming to this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

### 1.2 Bid Award

1.3.1 Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.

The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

- 1.3.2 This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.
- 1.3.3 The successful bidder shall provide the various components of the <u>Retro reflective</u> <u>Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends</u>. The bid price shall include all products, installation labor, accessories, traffic control devices and any other standard equipment necessary to safely install and make the pavement marking items function as intended. If in the bidder's opinion, additional equipment or services are necessary to make the equipment fully operational, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this bid.

- 1.3.4 Any items bid deemed not of equal and/or better and of comparable quality and similar in design as that specified shall be cause for rejection of bids. In addition to the price, the following aspects will also be considered in the award of a contract:
  - The ability of the bidder to perform the contract or to provide the material for service required;
  - b. Whether the bidder can perform the contract and provide the material, equipment, or service promptly or within the time specified without delay or interference;
  - c. The character, integrity, reputation, experience and efficiency of the bidder;
  - d. The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service;
  - e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
  - f. Terms and conditions stated in bid;
  - g. Compliance with specifications or requests for proposal;
  - h. The attached bid sheet is to be utilized for submittal of bid; and
  - i. Bidder's past performance with the City.
- 1.3.5 The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City.
- 1.3.6 No bidder may withdraw its response for a period of ninety (90) days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.
- 1.3.7 The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the bid specifications or contract.
- 1.3.8 Bidder, by signing and making this bid, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).

#### 1.4 Terms and Conditions

- 1.4.1 A representative copy of a City contract is included with this bid package. It immediately follows the Invitation to Bid document. Any bidder who is awarded a contract pursuant to this invitation to bid agrees to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid. If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties.
- 1.4.2 All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:
- 1.4.1 Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the bidder. The City may terminate the contract at any time, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded bidder.
- 1.4.2 The City, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.
- 1.4.3 The contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 1.4.4 No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 1.4.5 Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees, expenses, and costs at all stages of the legal action and/or alternative dispute resolution process, if any.
- 1.4.6 The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 1.4.7 Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 1.4.8 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

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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.

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.

- 1.4.9 Awarded bidder shall maintain insurance sufficient to cover any claims arising from the acts of the awarded bidder in connection with the performance of this contract and subject to the approval of the City.
  - 1.4.9.1. <u>Workers' Compensation Insurance:</u> The awarded bidder shall procure and shall maintain during the life of this contract Workers' Compensation Insurance for all of its employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance.
  - 1.4.9.2. <u>Public Liability and Property Damages Insurance:</u> The awarded bidder shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations are by it or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:
    - a. <u>Public Liability Insurance</u> in the amount of not less than \$1,000,000.00 on any account of any one accident.
    - b. <u>Property Damage Insurance</u> in an amount not less than \$500,000.00 for any one damage claim.
    - c. <u>Combined Single Limit Public Liability and Property Damage</u> in an amount of not less than \$1,000,000.00 per occurrence.
    - d. <u>Proof of Carriage of Insurance</u>. A Certificate of Insurance and endorsement shall be furnished to the City, and the City of Murfreesboro shall be named as an additional insured. Copies of insurance policies will be furnished to the City upon request. The City shall be furnished not less than ten (10) days advance notice of material changes or cancellation of insurance policies.

- 1.4.10 The bidder shall furnish to the City all such information and data for this purpose as the City may request. Such information shall be submitted to the City within five (5) days of the City's written request. The City does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid, and does further expressly reserve the right to waive minor irregularities. The City does not warrant or guarantee that a contract will be awarded as a result of this ITB.
- 1.4.11 The term of this contract ends January 1, 2024. The contract can be renewed for two (2) additional one (1) year option periods in any combination and the entire contract cannot exceed five (5) years. Renewal options can be exercised by mutual written agreement.

#### 1.5 Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

- 1.5.1 Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- 1.5.2 It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 1.5.3 Bidder understands that it shall be 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 therefore.
- 1.5.4 A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

#### 1.6 Payment and Delivery

1.6.1 The awarded bidder shall commence the work to be performed under the specifications shall fully complete all work hereunder except as otherwise provided in the bid specifications. Work shall proceed as set forth in the bid specifications.

- 1.6.2 Work will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such work, determined that it fully complies with specifications. Any work rejected shall be repaired/replaced at Contractor's expense.
- 1.6.3 Markings shall meet performance and durability requirements described in the specifications that shall begin with the date the portion of the roadway containing those markings becomes operational.

### 2. APPLICATION SPECIFICATIONS

# <u>Retro reflective Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends</u>

- 2.1. This work shall consist of furnishing and installing <u>Retro reflective Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends</u>, hereinafter referred to as <u>markings</u>. Markings shall be installed in accordance with: the provisions of Section(s) 716, 910.02, 919 and City of Murfreesboro Wet Reflective w/optics Pavement Markings Special Provision and other applicable provisions of the Tennessee Department of Transportation <u>Standard Specifications for Road and Bridge Construction</u> and the provisions of the Federal Highway Administration <u>Manual on Uniform Traffic Control Devices</u>. See Exhibit A: "Wet Reflective Thermoplastic with Optics Specification"- Page 17
- 2.2. Guides to mark the lateral location of pavement markings shall be established as shown on the plans, if there are any, or as directed by the City. The <u>contractor</u>, hereinafter referred to as the <u>installer</u>, shall establish the pavement marking guides and the City will verify the location of the guides. Guides placed on the streets for alignment purposes shall not establish a permanent marking on the roadway in the opinion of the City.
- 2.3. Waste and debris generated by this work shall be promptly and properly removed from the job site before the end of each working day.
- 2.4. Markings may be placed on streets either free of traffic or open to traffic. Work zone traffic control shall be the responsibility of the installer and is to be considered an incidental item of the installation included in the total bid price. The contractor shall provide whatever signage, barriers, flagmen, etc. necessary to reasonably protect the work put in place and other applicable persons and devices required for the protection of the installer and the general public. The installer shall adhere to the policies and procedures of Section 716 of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction and City of Murfreesboro Wet Reflective w/optics Pavement Markings Special Provision and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the direction of the City's Traffic Engineer or representative for work zone safety procedures during all phases of the installation process. Absence of the Engineer shall not release the contractor of this requirement. Upon failure to arrive with proper protective devices, the Engineer may, at his discretion, disallow or suspend work or may provide the necessary devices whose cost shall be subtracted from the invoice associated with the work.
- 2.5. Markings shall be placed in proper alignment and shall have clean, well-defined edges, without deformations or other disfigurements. Improperly placed, defective, or disfigured markings shall, at the installer's expense, be immediately removed from the pavement surface by methods done in accordance with TDOT requirements and

specifications approved by the City. Completed markings shall be uniform, straight on tangent alignment, and on a true arc on curved alignment. On tangent alignment, when a one-hundred-foot (100') string line is stretched taut and placed directly on the outer edge of the competed markings, the distance between the string and the edge of the markings shall not exceed three-quarters of an inch (3/4"), measured anywhere along one-hundred-foot (100') interval of tangent alignment. On curved alignment, the outer edge of the markings shall not deviate more than three-quarters of an inch (3/4") from the true arc, nor shall any deviation be abrupt. The lengths of the gaps and individual markings that form broken traffic stripes shall not deviate more than two inches (2") from the lengths required to produce a uniformly repeating, broken-stripe pattern. Markings shall remain in the proper alignment and location. Deviations in alignment or location caused by, in the City's opinion, pavement failure will not be considered as a failure of the pavement markings.

- 2.6. The installer shall provide manual or automatic application equipment as required to place the markings. The equipment and workers supplied must be reasonable in respect to the job at hand that will affect safe, timely, proficient and professional quality installation of markings while providing minimal interruption to traffic.
- 2.7. Markings shall meet performance and durability requirements described herein for the one-year guarantee and associated warranty period that shall begin with the date the portion of the roadway containing those markings becomes operational.
- 2.8 The installer shall be required to perform work when scheduled. Conflicts and priority changes arising among either party shall not release the other party from the responsibility of notification. Repeated failure to respond to and carry out scheduled or requested work in a timely manner shall constitute grounds for termination of this contract.
- 2.9 Should any disagreement or difference arise as to the estimate or quantities or as to the meaning of the specifications or conditions, or any point concerning the character, acceptability and nature of the several kinds of work, materials and the application thereof, the decision of the Engineer shall be final and conclusive and binding upon the installer.

## **3a. BID FORM INSTRUCTIONS**

# <u>Retro reflective Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends</u>

All prices must include all costs. Costs included in the bid prices shall include: pavementmarking materials consisting of preformed tape, thermoplastic and paint for lines, symbols and legends including, freight, delivery and labor, accessories, traffic control devices, and any standard equipment necessary to make the pavement-markings functional. Pricing for each component shall be effective for the 2021 calendar year.

Explain type of warranty, length, coverage provided, bidder and purchaser liabilities and any associated costs. Specify any additions to the warranty coverage above the limits set forth in these specifications (attach additional pages if necessary).

Awarded bidder will honor the competitive process for other local governments.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted, to furnish and install any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

## **3b. PRICING FORM**

**Estimated Quantities Only** – The total purchases of any individual item in the contract are not known and are not guaranteed. The City has attempted to give an accurate estimate of the probable purchases of each item from the current contract period and projected estimates for the new contract period. The City does not guarantee that the City will buy any or all estimated amounts of any specified item or any total amount.

<u>Item No.</u>	<b>Description</b>	<u>Units</u>	Estimated <u>Quantity</u>	Tota <u>Unit Price</u> 1	ll T <u>his Item</u>
716-02.01	Plastic Pavement Marking (4" Line)	LM	10	3,100.00	<u>31,000</u> ,00
716-02.02	Plastic Pavement Marking (8" Barrier line)	LF	500	1.00	500.00
716-02.03	Plastic Pavement Marking (Cross-Walk)	LF	2000	14.00	28,000.00
<b>716-02</b> .04	Plastic Pavement Marking (Channelization Striping)	SY	400	25.00	10,000.00
716-02.05	Plastic Pavement Marking (Stop Line)	LF	1500	12.00	18,000.00
716-02.06	Plastic Pavement Marking (Turn Lane Arrow)	Ea.	100	150.00	15,000.00
716-02.08	Plastic Pavement Marking (8" Dotted Line)	LF	1000	1.00	1,000.00
716-02.09	Plastic Pavement Marking (Longitudinal Cross-Walk)	LF	1000	25.00	25,000.00
716-02.10	Plastic Pavement Marking (6" line)	LM	2	<u>3,500.°°</u>	7,000.00
716-02.11	Plastic Pavement Marking (6" Dotted Line)	LF	2000	/.00	2,000,00
716-03.01	Plastic Word Pavement Markin ("ONLY")	g Ea.	5	300.00	1,500,00
716-03.02	Plastic Word Pavement Markin ("RxR")	g Ea.	25	300.00	7,500.00
716-03.09	Plastic Word Pavement Markin ("Yield")	g Ea.	5	400.00	2,000.00

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716-04.01	Plastic Pavement Markings (Straight-Turn Arrow)	Ea.	10	250,00	2,500.00
716-04.02	Plastic Pavement Marking (Dbl. Turn Arrow)	Ea.	25	250.00	6,250.00
716-04.03	Plastic Pavement Marking (4" Dotted Line)	LF	2000	1.00	A,000.00
716-04.05	Plastic Pavement Marking (Straight Arrow)	Ea.	25	150.00	<u>3, 750, °°</u>
716-04.10	Plastic Pavement Marking (Handicap Symbol)	Ea.	25	300.00	7,500.00
716-04.12	Plastic Pavement Marking (Yield Line)	SF	500	<u>7.00</u> *	3,500.00
716-04.13	Plastic Pavement Marking (Bike Lane Symbol & Arrow)	Ea.	100	450,00	<u>45,000,</u> 00
716-04.17	Plastic Pavement Marking (YIELD Symbol)	Ea.	5	80.00	400.00
716-05.01	Painted Pavement Marking (4" Line)	LM	3	500.00	1,500,00
716-05.03	Painted Pavement Marking (Cross-Walk)	LF	100	7.00	760,00
716-05.04	Painted Pavement Marking (Channelization Striping)	SY	50	12.00	600,00
716-05.05	Painted Pavement Marking (Stop Line)	LF	300	7.00	2,100.00
716-05.06	Painted Pavement Marking (Turn Lane Arrow)	Ea.	20	80.00	1,600.00
716.05.08	Painted Pavement Marking (Parking Lines)	LF	500	•40	200,00
716-05.09	Painted Pavement Marking (Straight-Turn Arrow)	Ea.	5	120.00	600.00
716-05.11	Painted Pavement Marking (Straight Arrow)	Ea.	.5	80,00	400,00
716-05.20	Painted Pavement Marking (6" Line)	LM	2	550.00	1,100,00
716-05.21	Painted Pavement Marking (4"Dotted Line)	LF	300	.50	150,00
716.05.23	Painted Pavement Marking (6" Dotted Line)	LF	300	75	225,00
716-08.01	Removal of Pavement Marking	LF	5000	.90	4,500.00

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## (Line)

716-08.03	Removal of Pavement Marking (Cross-Walk)	LF	500	1.00	500.00
716-08.04	Removal of Pavement Marking (Channelizing Stripping)	SY	100	9.00	900.00
716-08.05	Removal of Pavement Marking (Stop Line)	LF	100	1,00	100,00
716-08.06	Removal of Pavement Marking (Turn Lane Arrow)	Ea.	15	50.00	750,00
716-08.07	Removal of Pavement Marking (Straight-Turn Arrow)	Ea.	10	50,00	500,00
716-08.08	Removal of Pavement Marking (Double Turn Arrow)	Ea.	10	50.00	500.00
716-08.09	Removal of Pavement Marking (Dotted Line)	LF	50	.90	45.00
716-08.1 <del>9</del>	Removal of Pavement Marking (6" Line)	LF	1000	.90	900.00
716-08.32	Hydroblast Removal of Pavement Markings (Line)	LF	5000	•90	4,500.00
716-08.33	Hydroblast Removal of Pavement Markings (Arrow)	Ea.	25	50,00	1,250.00
716-08.34	Hydroblast Removal of Pavement Markings (Stop Line)	LF	200	1.00	200,00
716-09.72	Wet Reflec. W/Optics Pavement Markings (4" Line)	LM	3	<u>3,667.00</u>	11,001.00
716-09.73	Wet Reflec. W/Optics Pavement Marking (6" Line)	LM	2	4446.00	8,892.00
716-09.74	Wet Reflec. W/Optics Pavement Markings (8" Barrier Line)	LF	500	1.10	550.00
716-09.75	Wet Reflec. W/Optics Pavement Markings (4" Dotted Line)	LF	500	1.00	500.00
716-09.76	Wet Reflec. W/Optics Pavement Markings (8" Dotted Line)	LF	500	1.10	550.00
716-09.77	Wet Reflec. W/Optics Pavement Markings (6" Dotted Line)	LF	500	1.05	525.00
716-10.01	Preformed Plastic Pavement Marking (4" line)	LF	1000	3.75	3,750.00
716-10.03	Preformed Plastic Pavement Marking (6" line)	LF	500	5.50	2,750.00

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716-10.07	Preformed Plastic Pavement Marking (Stop line)	LF	100	16.00	1,600.00
716-10.08	Preformed Plastic Pavement Marking (4" Dotted Line)	LF	1000	3.75	<u>3,750.00</u>
716-10.09	Preformed Plastic Pavement Marking (6" Dotted Line)	LF	1000	5.50	<u>5,500.0</u> 0
716-10.22	Preformed Plastic Pavement Marking ("Yield")	Ea.	3	400.00	1,200,00
716-13.01	Spray Thermo Pave Marking (60 mil) (4″ Line)	LM	10	2,600,00	26,000.00
716-13.02	Spray Thermo Pave Marking (60 mil) (6" line)	LM	2	2,800,00	<u>5,600.0</u> 0
716-13.03	Spray Thermo Pave Marking (60 mil) (8" Barrier line)	LF	1000	1.08	1,080.00
716-13.04	Spray Thermo Pave Marking (60 mil) (4" Dotted line)	LF	1000	.90	900,00
716-13.05	Spray Thermo Pave Marking (60 mil) (6"Dotted line)	LF	500	.99	495,00
716-13.06	Spray Thermo Pave Marking (60 mil) (8"Dotted line)	LF	500	1.08	540.00

Total Installed Bid Price: \$\_\_\_\_\_

312,778.00

(Based on Estimated Quantities)

## **BID BOND**

### Travelers Casualty and Surety Company of America Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address) Marking Impressions Corporation DBA Pope Striping 7445 John Bragg Hwy Murfreesboro, TN 37127

OWNER: (Name, legal status and address)

City of Murfreesboro

P. O. Box 1139, 111 West Vine Street Murfreesboro, TN 37133-1139 SURETY:

(Name, legal status and principal place of business) Travelers Casualty and Surety Company of America 6640 Carothers Pkwy, Suite 300 Franklin, TN 37067

BOND AMOUNT: Five Percent (5%) of Amount of Attached Bid

#### PROJECT:

(Name, location or address, and Project number, if any)

ITB-09-2021 - Pavement Marking, City of Murfreesboro, Tennessee

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

Signed and sealed this 17th day of December , 2020

arr  $\mathbf{L}_{i}$ 

Marking Impressions Corporation DBA Pope Striping & American

(Seal) (Principal) (Title) Todd Pope, CEO

Travelers Casualty and Surety Company of America

ren (Title) Mark M Attorne

2

Jeni Bain (Witness)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition
	Travelers Casualty and Surety Company of America
	Travelers Casualty and Surety Company
<b>TRAVELERS</b>	St. Paul Fire and Marine Insurance Company

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Mark Neal of Nashville, Tennessee, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

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City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie c Letreault Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Exhibit A

### City of Murfreesboro Special Provisions for Wet-Reflective with Optics Thermoplastic Pavement Markings

### A. Description:

This work consists of furnishing and installing wet reflective thermoplastic with optics pavement marking material. There shall be two types of glass and/or ceramic beads used for the Thermoplastic Pavement Marking reflective optics system: a primary bead which is a high-performance, high-reflective all-weather microcrystalline ceramic bead, and a secondary glass bead. Primary bead shall be first optic applied in the application sequence.

### **B.** Materials:

Optics system must adhere to the following requirements: The primary bead shall be a composite cluster comprised of a core element and shall contain an outer shell containing elements surrounding it. The shell elements shall be permanently attached to the core element. The core and shell elements shall be manufactured from glass, ceramic, or silica. Fifty percent of the primary elements shall have a refractive index of 2.4 and fifty percent shall have a refractive index of 1.9.

The primary bead shall perform to the following initial retroreflective [mcd/m²/lx] standards when tested with the indicated ASTM method:

- Dry Average Reading (ASTM £1710): 700 White | 525 Yellow
- Wet Continuous Average Reading (ASTM E2832): 200 White | 150 Yellow
- Wet Recovery Average Reading (ASTM E2177): 275 White | 225 Yellow

### C. Construction:

Applied markings shall have uniform mill thickness and bead distribution across the entire width of the line. Primary bead drop rate shall conform to manufacturer's recommendation of 5.29lbs per 100sqft of thermoplastic material. Contractor shall perform a bead calibration test before application of primary beads to ensure proper drop rate.

### D. Measurement and Payment:

The completed work, as described, shall be measured and paid for at the contract unit prices using the following pay items:

Pay Items	Pay Unit
Wet Reflective with Optics Pavement Marking (4" line)	LM
Wet Reflective with Optics Pavement Marking (6" line)	LM
Wet Reflective with Optics Pavement Marking (8" barrier line)	LF
Wet Reflective with Optics Pavement Marking (4" dotted line)	LF
Wet Reflective with Optics Pavement Marking (6" dotted line)	LF
Web Reflective with Optics Pavement Marking (8" dotted line)	LF

### SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor and materials as required with this specification.

company NAME: Marking Impressions, Corp.
ADDRESS: 17445 John Bragg Hwy
Duite 10r
Murfreesboro, TN 37127
TELEPHONE: 015-895-4082
EMAIL: todde popestriping for

### ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. \_\_\_\_\_

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

Addendum No. \_\_\_\_\_

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

Addendum No.\_\_\_\_\_

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

AUTHORIZED SIGNATURE:

LEO

TITLE: (Print / type name as signed above):

1000 \_\_\_\_\_ DATE: \_\_\_\_

Before submitting your bid, check with Vendor Registry website to look for any Addenda associated with this solicitation.

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### **NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

Warking Impressions, Corp. being first duly sworn, deposes and says that; The undersigned is the (owner, partner, officer, representative, or agent) of 1. Impressions, Corp. King **CO**, the bidder submitting the attached bid.

- 2. Bidder is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
- 3. Neither the said bidder nor any of its officer, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, form or person to submit an collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collision or communication or conference with any other bidder, or, to fix any overhead, profit, or cost element of the bid price or unlawful agreement any advantage against the City of Murfreesboro or any person interested in the proposed contract.
- 4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agent, representatives, owners, employees, or parties in interest including this affidavit.

pe (EO) President

### BIDDER AFFIDAVIT ON COMPLIANCE WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE

State of County of

Bidder, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entitles. Bidder affirms that:

- 1. It has received a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this affidavit; or
- It operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005, 3006, and 3023 of the City of Murfreesboro <u>Employee Handbook</u> and shall, upon request, provide documentation of such program to the city.

Pope CED/President



National Toxicology Specialists, Inc. 1425 Elm Hill Pike, Nashville, TN 37210 Phone: 615-353-1888 Fax: 615-356-1890 www.drugtestinfo.com

July 23, 2020

Mr. Todd Pope Marking Impressions Corp dba Pope Striping/American Waterblasting/Speidel Construction Inc. 7445 John Bragg Hwy Murfreesboro, TN 37127

### Re: CERTIFICATE OF ENROLLMENT

Dear Mr. Pope,

**Marking Impressions Corp** is an active member of the NTS Random Drug and Alcohol Testing Program since December 2, 2014. Your drivers are enrolled in the random pool and will be subject to random drug & alcohol testing at the rate of 50% Drug & 10% Alcohol, in accordance with 49 CFR 382 of the FMCSA Regulations and Part 40 of the Department of Transportation Regulations.

Third Party Administrator:	National Toxicology Specialists 1425 Elm Hill Pike Nashville, TN 37210 Phone: 615-353-1888
Medical Review Officer:	Greg Elam, M.D., Jennifer Donnelly, M.D. Same address and Phone as above
SAMHSA Certified Lab:	Quest Diagnostics

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Please keep this note on file in order to verify your compliance. If you have any questions, please give us a call.

Sincerely,

Charlene John Charlene Tatum Random Coordinator National Toxicology Specialists

### REFERENCES

List a minimum of 3 references (other than the City of Murfreesboro) for similar projects and contracts, preferably governmental, which you have completed within the past 3 years.

AN, **1. CUSTOMER NAME** ADDRESS: JNIC 0 mashville.com EMAIL dustinscruges @t TELEPHONE: CONTACT NAME: 1995 ZODATE OF COMPLETION OF PROJECT: year last five years CONTRACT AMOUNT: S ODeach 2. CUSTOMER NAME Myrna myrna, TN 37167 ADDRESS ONG 66 GEMAIL: Tom Rose @Town of smyrna, org TELEPHONE: 050 CONTACT NAME: the 3D 20 DATE OF COMPLETION OF PROJECT: rpsrf) \$61, 722.10 (Smyrna Roads) CONTRACT AMOUNT: murna 3. CUSTOMER NAME:  $\sum 0$ 37101 M ADDRESS: NU TELEPHONE: ( tn.gov EMAIL: ( maye nn as CONTACT NAME: ber 20 DATE OF COMPLETION OF PROJECT: CONTRACT AMOUNT: \$ Y My company has been in this type of business for  $\frac{29}{29}$  years State License Number: Expires:

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### Iran Divestment Act

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not a person included within the list created pursuant to T.C.A. §12-12-106.

signature: <u>MARE</u> Date: <u>12/14/20</u> Title: <u>CEO President</u>

### SIGNATURE REQUIRED

FAILURE TO COMPLY WILL RESULT IN AUTOMATIC DISQUALIFICATION

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### Sealed Response Envelope Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the ITB submittal. The label will facilitate the City Manager's Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.

1	*******
000	SEALED QUOTE ENCLOSED
	company Name: Marking T. pressions, Corp. company Address: 7445 John Bragg HWY Surtelol Murfreesboro, TN 37127 Company Telephone Number: 615-895-4082
	City of Murfreesboro Attn: City Manager's Office Purchasing Department 111 West Vine Street Murfreesboro, TN 37130
	License # SY7778 License Status: Active Expiration Date: May 31, 2021 Bond Limits: Subcontractors: License Expiration Dates:
يستعا المستر المتعار المتعار عليهم	Solicitation No: ITB-09-2021 Solicitation Title: Pavement Markings Solicitation Due Date & Time (CST): December 17, 2020 by 3:00 p.m.

Sample Agreement for \_\_\_\_\_

This Agreement is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_\_ 2021, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and \_\_\_\_\_\_, a \_\_\_\_\_ ("Contractor"). This Agreement consists of the following documents:

- This document
- ITB-09-2021-Pavement Marking, issued December 1, 2020 (the "Solicitation");
- Contractor's Proposal, dated \_\_\_\_\_ ("Contractor's Proposal");
- Contractor's Price Proposal, dated \_\_\_\_\_\_ (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

### 1. Duties and Responsibilities of Contractor.

Provide the following services based on "ITB-09-2021 – Pavement Marking" listed under "Bid Specifications" of the ITB.

### 2. Term.

The term of this Agreement commences on the Effective Date [ ] and expires on [ ], unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
  d. Should Contractor fail to fulfill in a timely and proper manner its
  - Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

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- 3. Compensation; Method of Payment. Contractor will be compensated upon the completion of tasks as outlined in the Price Proposal and upon the completion of a Task and submission of an invoice to the City at its address for Notices.
- 4. Work Product. Except as otherwise provided herein, all data, documents and materials produced 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
- 5. Insurance. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

### 6. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors, 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. <u>Copyright, Trademark, Service Mark, or Patent Infringement</u>.
  - 1. 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

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time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
  - a. Procure for the City the right to continue using the products or services.
  - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
  - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
- 7. Notices. Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130

If to Contractor:

pressions v Suite 101

- 8. Maintenance of Records. Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- **9. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 10. Relationship of the Parties. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party

becomes liable for any representation, act, or omission of any other party contrary to this section.

- 11. Waiver. No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 12. Employment. Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 13. Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, 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.
- Gratuities and Kickbacks. It is a breach of ethical standards for any person to offer, give 14. or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
- 15. Assignment. The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in

whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

- **16. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 17. Force Majeure. No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, pandemic, epidemic or other cause of similar or dissimilar nature beyond its control.
- 18. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- **19. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 20. Attorney Fees. In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 20. 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 \_\_\_\_\_\_, 2021 (the "Effective Date").

Contractor By: Mayne T. Pope Its: CEO/President

City of Murfreesboro, Tennessee

By:

Shane McFarland, Mayor

Approved as to form:

Adam Tucker City Attorney

This is to cortify that all requirements of the State of Tonnessee have been met. 356512 IN-1313, DEPARTMENT OF COMMERCE AND INSURANCI State of Tennessee BOARD FOR LICENSING CONTRACTORS MARKING IMPRESSIONS, CORP. CONTRACTOR **EXPIRATION DATE: May 31, 2021** LIC STATUS: ACTIVE 53,000,000.00; HRA-E.I **ID NUMBER: 54778** 

1



### **Rutherford County Business Tax Standard License**

June 16, 2020

MARKING IMPRESSIONS, CORP. 7445 JOHN BRAGG HWY MURFREESBORO TN 37127-8207

Letter ID: Expiration Date: Return Due By:

L1626894080 15-May-2021 15-Apr-2021

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 0105943973 and your classification is 4. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2021. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the **Tennessee Non-Smoker Protection Act.** 

### DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

### **Rutherford County Business Tax Standard License**



16-Jun-2020 L1626894080 0105943973 15-May-2021

Metropolitan Nashville Airport Authority

# SMWBE CERTIFICATION

### D B A MARKING IMPRESSIONS STRIPING П С О

ENTITY HAS MNAA THE APPROPRIATE AFFIDAVIT AND IS HERBY Certified as a THIS CERTIFICATE ACKNOWLEDGES THAT THE ABOVE NAMED Filed with the MNAA the Appropriate Affidavit and

## Ш ENTERPRIS SMALL BUSINESS

ų

238990, 237310, 238110, 238140, 238390, 561790 NAICS CODE (S):

HIGHWAY CONSTRCUTION, CONCRETE AND Masonry contractor, Building Constrcution And Building Finishing Contractor, Specially and other services to buildings and dwelling buildings

CERTIFICATION ISSUED DATE: 2/11/2011

AMBER D. GOODING, DIRECTOR MINAA BUSINESS DIVERSITY DEVELOPMENT

NI1201 DATE

**Transportation Department** 

**Opened December 17, 2020** 

### Bid Tabulation Sheet For

# ITB-09-2021 -- Pavement Markings

\$432,475
\$318,403
\$440,970

Recommend Award to: Marking Impressions Corporation

Amount of: TBD

Bid Opened by: Shaun Knight / Purchasing Analyst

Department Head Signature: John ... Dr

Date: 12-24-2020

				Marking	Impressions	Kerr Brothers		Volunteer Paving	
Item No.	Description	Unit	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total
716-02.01	Plastic Pavement Marking	LM	10	\$3,100.00	\$31,000.00	\$5,000.00	\$50,000.00	\$4,750.00	\$47,500.00
	(4" Line)								· · · · · · · · · · · · · · · · · · ·
716-02.02	Plastic Pavement Marking	LF	500	\$1.00	\$500.00	\$3.00	\$1,500.00	\$2.75	\$1,375.00
110 02:02	(8" Barrier line)			<i></i>		\$3.00	\$1,500.00	<i>Ş</i> 2.75	\$1,375.00
746 00 00					400.000.00			47.70	A15.000.00
716-02.03	Plastic Pavement Marking (Cross-Walk)	LF	2000	\$14.00	\$28,000.00	\$6.00	\$12,000.00	\$7.50	\$15,000.00
716-02.04	Plastic Pavement Marking (Channelization Striping)	SY	400	\$25.00	\$10,000.00	\$25.00	\$10,000.00	\$30.00	\$12,000.00
716-02.05	Plastic Pavement Marking	LF	1500	\$12.00	\$18,000.00	\$20.00	\$30,000.00	\$18.00	\$27,000.00
	(Stop Line)								
716-02.06	Plastic Pavement Marking	Ea.	100	\$150.00	\$15,000.00	\$200.00	\$20,000.00	\$180.00	\$18,000.00
	(Turn Lane Arrow)					,			
716-02.08	Plastic Pavement Marking	LF	1000	\$1.00	\$1,000.00	\$5.00	\$5,000.00	\$4.25	\$4,250.00
	(8" Dotted Line)		1000	<i>\$</i> 2.00		\$5.00	\$5,000.00		\$4,250.00
716-02.09	Plastic Pavement Marking	LF	1000	\$25.00	\$25,000.00	¢25.00	¢25.000.00	\$32.00	¢22.000.00
716-02.09	(Longitudinal Cross-Walk)	LF	1000	\$25.00	\$25,000.00	\$35.00	\$35,000.00	\$32.00	\$32,000.00
716-02.10	Plastic Pavement Marking (6" line)	LM	2	\$3,500.00	\$7,000.00	\$6,500.00	\$13,000.00	\$6,750.00	\$13,500.00
716-02.11	Plastic Pavement Marking	LF	2000	\$1.00	\$2,000.00	\$2.00	\$4,000.00	\$1.50	\$3,000.00
	(6" Dotted Line)								
716-03.01	Plastic Word Pavement Marking	Ea.	5	\$300.00	\$1,500.00	\$400.00	\$2,000.00	\$340.00	\$1,700.00
	("ONLY")								
716-03.02	Plastic Word Pavement Marking	Ea.	25	\$300.00	\$7,500.00	\$600.00	\$15,000.00	\$500.00	\$12,500.00
	("RxR")						+		+==,
716-03.09	Plastic Word Pavement Marking	Ea.	5	\$400.00	\$2,000.00	\$500.00	\$2,500.00	\$450.00	\$2,250.00
710-05.05	("Yield")	La.		9400.00	\$2,000.00	\$300.00	\$2,500.00	\$450.00	<i>\$2,230.00</i>
716-04.01	Plastic Pavement Markings (Straight-Turn Arrow)	Ea.	10	\$250.00	\$2,500.00	\$400.00	\$4,000.00	\$350.00	\$3,500.00
	(oungite rational)								
716-04.02	Plastic Pavement Marking	Ea.	25	\$250.00	\$6,250.00	\$400.00	\$10,000.00	\$350.00	\$8,750.00
	(Dbl. Turn Arrow)								
716-04.03	Plastic Pavement Marking	LF	2000	\$1.00	\$2,000.00	\$1.50	\$3,000.00	\$1.50	\$3,000.00
	(4" Dotted Line)								
716-04-05	Plastic Payement Marking		25	¢150.00	\$2.7F0.00	\$200.00	ÉE 000 00	¢140.00	¢2 500 00
716-04.05	Plastic Pavement Marking (Straight Arrow)	Ea.	25	\$150.00	\$3,750.00	\$200.00	\$5,000.00	\$140.00	\$3,500.00
716-04.10	Plastic Pavement Marking (Handicap Symbol)	Ea.	25	\$300.00	\$7,500.00	\$500.00	\$12,500.00	\$175.00	\$4,375.00
		·····							
716-04.12	Plastic Pavement Marking	SF	500	\$7.00	\$3,500.00	\$10.00	\$5,000.00	\$15.00	\$7,500.00
┝───┤	(Yield Line)								
716-04.13	Plastic Pavement Marking	Ea.	100	\$450.00	\$45,000.00	\$450.00	\$45,000.00	\$500.00	\$50,000.00
	(Bike Lane Symbol & Arrow)								
716-04.17	Plastic Pavement Marking	Ea.	5	\$80.00	\$400.00	\$600.00	\$3,000.00	\$500.00	\$2,500.00
	(YIELD Symbol)							,	

### Bid Tabulation for ITB-09-2021 Pavement Marking Opened December 17, 2020 3:00 CST

				Marking	Impressions	Kerr Brothers		Volunteer Paving	
Item No.	Description	Unit	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total
716-05.01	Painted Pavement Marking (4" Line)	LM	3	\$500.00	\$1,500.00	\$2,000.00	\$6,000.00	\$2,750.00	\$8,250.00
716-05.03	Painted Pavement Marking (Cross-Walk)	LF	100	\$7.00	\$700.00	\$3.00	\$300.00	\$4.00	\$400.00
716-05.04	Painted Pavement Marking (Channelization Striping)	SY	50	\$12.00	\$600.00	\$7.00	\$350.00	\$10.00	\$500.00
716-05.05	Painted Pavement Marking (Stop Line)	LF	300	\$7.00	\$2,100.00	\$10.00	\$3,000.00	\$9.00	\$2,700.00
716-05.06	Painted Pavement Marking (Turn Lane Arrow)	Ea.	20	\$80.00	\$1,600.00	\$75.00	\$1,500.00	\$75.00	\$1,500.00
716.05.08	Painted Pavement Marking (Parking Lines)	LF	500	\$0.40	\$200.00	\$0.50	\$250.00	\$0.50	\$250.00
716-05.09	Painted Pavement Marking (Straight-Turn Arrow)	Ea.	5	\$120.00	\$600.00	\$150.00	\$750.00	\$125.00	\$625.00
716-05.11	Painted Pavement Marking (Straight Arrow)	Ea.	5	\$80.00	\$400.00	\$75.00	\$375.00	\$150.00	\$750.00
716-05.20	Painted Pavement Marking (6" Line)	LM	2	\$550.00	\$1,100.00	\$2,000.00	\$4,000.00	\$2,950.00	\$5,900.00
716-05.21	Painted Pavement Marking (4"Dotted Line)	LF	300	\$0.50	\$150.00	\$0.50	\$150.00	\$1.00	\$300.00
716.05.23	Painted Pavement Marking (6" Dotted Line)	LF	300	\$0.75	\$225.00	\$0.50	\$150.00	\$1.00	\$300.00
716-08.01	Removal of Pavement Marking (Line)	LF	5000	\$0.90	\$4,500.00	\$1.00	\$5,000.00	\$0.90	\$4,500.00
716-08.03	Removal of Pavement Marking (Cross-Walk)	LF	500	\$1.00	\$500.00	\$1.50	\$750.00	\$3.00	\$1,500.00
716-08.04	Removal of Pavement Marking (Channelizing Stripping)	SY	100	\$9.00	\$900.00	\$10.00	\$1,000.00	\$22.00	\$2,200.00
716-08.05	Removal of Pavement Marking (Stop Line)	LF.	100	\$1.00	\$100.00	\$6.00	\$600.00	\$8.00	\$800.00
716-08.06	Removal of Pavement Marking (Turn Lane Arrow)	Ea.	15	\$50.00	\$750.00	\$50.00	\$750.00	\$75.00	\$1,125.00
716-08.07	Removal of Pavement Marking (Straight-Turn Arrow)	Ea.	10	\$50.00	\$500.00	\$100.00	\$1,000.00	\$75.00	\$750.00
716-08.08	Removal of Pavement Marking (Double Turn Arrow)	Ea,	10	\$50.00	\$500.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
716-08.09	Removal of Pavement Marking (Dotted Line)	LF	50	\$0.90	\$45.00	\$1.00	\$50.00	\$0.90	\$45.00
716-08.19	Removal of Pavement Marking (6" Line)	LF	1000	\$0.90	\$900.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
716-08.32	Hydroblast Removal of Pavement Markings (Line)	LF	5000	\$0.90	\$4,500.00	\$1.00	\$5,000.00	\$1.75	\$8,750.00
716-08.33	Hydroblast Removal of Pavement Markings (Arrow)	Ea.	25	\$50.00	\$1,250.00	\$50.00	\$1,250.00	\$75.00	\$1,875.00

### Bid Tabulation for ITB-09-2021 Pavement Marking Opened December 17, 2020 3:00 CST

				Marking	king Impressions Kerr B		rothers	Volun	Volunteer Paving	
ltem No.	Description	Unit	<b>QTY</b>	Unit Price	Total	Unit Price	Total	Unit Price	Total	
716-08.34	Hydroblast Removal of Pavement	LF	200	\$1.00	\$200.00	\$6.00	\$1,200.00	\$3.50	\$700.00	
	Markings (Stop Line)									
716-09.72	Wet Reflec. W/Optics Pavement	LM	3	\$3,667.00	\$11,001.00	\$6,750.00	\$20,250.00	\$9,000.00	\$27,000.00	
	Markings (4" Line)									
716-09.73	Wet Reflec. W/Optics Pavement Marking (6" Line)	LM	2	\$4,446.00	\$8,892.00	\$8,775.00	\$17,550.00	\$11,500.00	\$23,000.00	
716-09.74	Wet Reflec. W/Optics Pavement	LF	500	\$1.10	ÉEE0.00	¢r.00	62 500 00	¢4.75	62 275 00	
710-03.74	Markings (8" Barrier Line)	LF	500	\$1.10	\$550.00	\$5.00	\$2,500.00	\$4.75	\$2,375.00	
716-09.75	Wet Reflec. W/Optics Pavement	LF	500	\$1.00	\$500.00	\$2.50	\$1,250.00	\$3.00	\$1,500.00	
	Markings (4" Dotted Line)			7				<i><b>Q</b></i> (100	<i>\$2,000.00</i>	
716-09.76	Wet Reflec. W/Optics Pavement	LF	500	\$1.10	\$550.00	\$7.00	\$3,500.00	\$4.75	\$2,375.00	
	Markings (8" Dotted Line)			- VIII	<i></i>	<i></i>	\$3,300.00	<i>Ş</i> <del>,</del> ,,,,,	\$2,575.00	
716-09.77	Wet Reflec. W/Optics Pavement	LF	500	\$1.05	\$525.00	\$3.50	\$1,750.00	\$4.00	\$2,000.00	
	Markings (6" Dotted Line)				<i>~~~</i>			γ <del>1</del> .00	<i>42,000.00</i>	
716-10.01	Preformed Plastic Pavement	LF	1000	\$3.75	\$3,750.00	\$3.50	\$3,500.00	\$3.00	\$3,000.00	
	Marking (4" line)					,		40.00	<i><i><i>45,56666666666666</i></i></i>	
716-10.03	Preformed Plastic Pavement	LF	500	\$5.50	\$2,750.00	\$4.00	\$2,000.00	\$5.50	\$2,750.00	
/10/10:05	Marking (6" line)	LI	500	<i></i>	\$2,750.00	94.00	32,000.00	33.30	\$2,730.00	
716-10.07	Preformed Plastic Pavement	LF	100	\$16.00	\$1,600.00	\$30.00	62,000,00	\$30.00	62 000 00	
/10-10.0/	Marking (Stop line)	LF	100	\$10.00	\$1,600.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	
716-10.08	Preformed Plastic Pavement	LF	1000	\$3.75	\$3,750.00	\$5.00	\$5,000.00	\$4.75	\$4,750.00	
	Marking (4" Dotted Line)		1000	23.73	\$3,730.00		\$3,000.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ş4,730.00	
716-10.09	Preformed Plastic Pavement	LF	1000	\$5.50	\$5,500.00	\$6.00	\$6,000.00	\$6.75	\$6,750.00	
	Marking (6" Dotted Line)									
716-10.22	Preformed Plastic Pavement Marking ("Yield")	Ea.	3	\$400.00	\$1,200.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	
716-13.01	Spray Thermo Pave Marking	LM	10	\$2,600.00	\$26,000.00	\$3,000.00	\$30,000.00	\$2,750.00	\$27,500.00	
	(60 mil) (4" Line)			72,000.00	\$20,000.00	\$3,000.00		\$2,730.00	\$27,500.00	
716-13.02	Spray Thermo Pave Marking	LM	2	\$2,800.00	\$5,600.00	\$3,500.00	\$7,000.00	\$3,650.00	\$7,300.00	
	(60 mil) (6" line)									
716-13.03	Spray Thermo Pave Marking	LF	1000	\$1.08	\$1,080.00	\$2.00	\$2,000.00	\$2.00	\$2,000.00	
	(60 mil) (8" Barrier line)									
716-13.04	Spray Thermo Pave Marking	LF	1000	\$0.90	\$900.00	\$1.00	\$1,000.00	\$2.00	\$2,000.00	
	(60 mil) (4" Dotted line)								+ =,000.00	
716-13.05	Spray Thermo Pave Marking	LF	500	\$0.99	\$495.00	\$1.50	\$750.00	\$2.00	\$2,000.00	
	(60 mil) (6"Dotted line)							,		
716-13.06	Spray Thermo Pave Marking	LF	500	\$1.08	\$540.00	\$2.00	\$1,000.00	\$2.50	\$1,250.00	
	(60 mil) (8"Dotted line)					<i>φε.</i> 00			Υ,230.0U	
TOTALS					\$318,403.00		\$432,475.00		\$440,970.00	

### Bid Tabulation for ITB-09-2021 Pavement Marking Opened December 17, 2020 3:00 CST

### COUNCIL COMMUNICATION

### Meeting Date: 01/07/2020

Item Title:	Minutes of City Council Meetings						
Department:	Finance						
Presented by:	Melissa Wright						
<b>Requested</b> Cour	uncil Action:						
	Ordinance						
	Resolution 🗆						
	Motion						
	Direction						
	Information						

### 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.

The process for drafting meeting minutes was delayed with the vacancy of the Administrative Assistant position responsible for this task. That position was filled and draft minutes have been prepared. To allow for review, minutes for two or three months of meetings will be presented to Council for review until prior meeting minutes are completed.

### Attachments

- 1. June 6, 2019 (Public Comment)
- 2. June 6, 2019 (Regular meeting)
- 3. June 12, 2019 (Regular Meeting)
- 4. June 13, 2019 (Regular Meeting)
- 5. June 27, 2019 (Regular Meeting)
- 6. July 10, 2019 (Regular Meeting)
- 7. July 18, 2019 (Public Comment)
- 8. July 18, 2019 (Regular Meeting)
- 9. July 25, 2019 (Regular Meeting)

- 10. August 8, 2019 (Public Comment)
- 11. August 8, 2019 (Regular Meeting)
- 12. August 14, 2019 (Regular Meeting)
- 13. August 22, 2019 (Regular Meeting)
- 14. August 28, 2019 (Council Retreat)
- 15. August 29, 2019 (Council Retreat)

### COUNCIL COMMUNICATION

Meeting Date: 01/07/2021

Item Title:	Rezoning property along New Salem Highway [Second Reading]							
Department:	Planning							
Presented by:	Matthew Blomeley, AICP, Assistant Planning Director							
Requested Counc	Incil Action:							
	Ordinance 🛛							
	Resolution 🛛							
	Motion							
	Direction							
	Information							

### Summary

Rezone approximately 10.7 acres located at the northeast corner of New Salem Highway and Warrior Drive.

### Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

### **Background Information**

Investment Partners, Inc. presented a zoning application [2020-421] for approximately 10.7 acres located along New Salem Highway to be rezoned from RS-15 (Single-Family Residential District 15) to CH (Highway Commercial District). During its regular meeting on November 4, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On December 17, 2020 Council held a public hearing and approved this matter on First Reading.

### **Council Priorities Served**

### Improve Economic Development

This rezoning will enable commercial development at an interstate interchange, creating jobs and generating increased property and sales tax revenues upon development.

### Attachments:

Ordinance 20-OZ-44

**ORDINANCE 20-OZ-44** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 10.7 acres located at the northeast corner of New Salem Highway and Warrior Drive from Single-Family Residential Fifteen (RS-15) District to Commercial Highway (CH) District; Investment Partners, Inc., applicant [2020-421].

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

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

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

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

Passed:

1<sup>st</sup> reading

2<sup>nd</sup> reading

ATTEST:

Melissa B. Wright City Recorder Shane McFarland, Mayor

APPROVED AS TO FORM:

-DocuSigned by: Adam 7. Tucker

Adam F. Tucker City Attorney

SEAL



### COUNCIL COMMUNICATION

### Meeting Date: 01/07/2021

Item Title:	Issuance of General Obligation Debt						
Department:	Administration						
Presented by:	Erin Tucker, Budget Director						
<b>Requested Coun</b>	cil Action:						
	Ordinance						
	Resolution						
	Motion						
	Direction 🗆						
	Information						

### Summary

Finance FY22 Community Investment Program (CIP) Projects with fixed rate bond issuance

### Staff Recommendation

Approve Resolutions 21-R-01 and 21-R-02 authorizing the issuance of fixed rate debt.

### **Background Information**

Council approved the FY22 CIP projects at the November 11, 2020 workshop meeting. The FY22 CIP totals \$70 million including:

- \$44.9m for road construction and improvements.
- \$15.7m for construction and improvements to City facilities including City Hall, Airport, Parks and Recreation, Public Works and Transportation facilities.
- \$9.4m for equipment and technology improvements for various departments, including Public Safety, Public Works, Parks and Recreation, Golf, and other City departments.

The City's financial adviser, Cumberland Securities, is assisting the City with the bond sale along with Bass Berry & Sims acting as bond counsel. By competitively selling these bonds, the City is positioned to lock in historically low fixed rates.

### **Council Priorities Served**

### Responsible budgeting

Securing a low interest rate paired with existing debt roll-off will allow for precise budgeting.

### Fiscal Impact

Debt service for this issuance is estimated at approximately \$6.6 million beginning in FY22. This increase to debt service coincides with existing debt roll-off of \$6.5 million for the 2006 debt issuances. The resolution includes an additional \$6 million for a potential bond premium. Use of the premium proceeds will be submitted to Council for approval.

### Attachments

1. Resolution No. 21-R-01

- 2. Resolution 21-R-02
- 3. FY22 CIP Summary

**RESOLUTION 21-R-01** authorizing the issuance of general obligation bonds by the City of Murfreesboro, Tennessee, of not to exceed seventysix million dollars (\$76,000,000) to provide funding for certain public works projects, and to fund the incidental and necessary expenses related thereto.

WHEREAS, it is necessary and in the public interest of the City of Murfreesboro, Tennessee (the "Municipality") to issue one or more series of general obligation bonds (the "Bonds") pursuant to Title 9, Chapter 21, <u>Tennessee Code Annotated</u>, for the purpose of financing certain public works projects, as hereinafter more fully described, and to pay legal, fiscal, administrative, architectural, and engineering costs, and costs incident to the financing of such public works projects.

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

<u>SECTION 1</u>. For the purposes of financing (a) all or a portion of the costs of certain public works projects, consisting of the acquisition of land for and the construction, improvement, acquisition, extension, and renovation of the following: (1) public lands, buildings, facilities and related equipment, (2) school buildings, facilities, vehicles and related equipment, (3) airport terminals, facilities and related equipment, (4) fire and rescue buildings, facilities, vehicles, and related equipment, (5) police buildings, facilities, vehicles and related equipment, (6) parks and recreation buildings, facilities, vehicles and related equipment, (7) public golf buildings, facilities, vehicles and related equipment, (8) solid waste buildings, facilities, vehicles and related equipment, (9) streets, roads, bridges, plazas, sidewalks, lighting, drainage, streetscapes, signage and related department buildings, facilities, vehicles and equipment, (10) municipal vehicles, (11) transit center and (12) communication, software and technology improvements related to or in connection with the foregoing public works projects; (b) acquisition, construction and improvement of all other property, real and personal, appurtenant thereto or connected therewith, including all utilities, infrastructure and vehicles related to the foregoing public works projects; (c) all legal, fiscal, administrative, architectural, and engineering costs incident thereto; (d) reimbursement, if any, for prior expenditures for any and all of the foregoing; and (e) costs incident to issuing the Bonds, the Municipality is hereby authorized to issue general obligation bonds in the amount of not to exceed seventy-six million dollars (\$76,000,000), which shall bear interest at a rate or rates not to exceed the maximum rate permitted under applicable Tennessee law.

<u>SECTION 2</u>. The Bonds shall be payable from unlimited ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and, for the punctual payment of said principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality will be irrevocably pledged. In addition, the Bonds may be payable from any and all legally available funds of the Municipality.

<u>SECTION 3</u>. After the adoption of this Resolution, the City Recorder is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

<u>SECTION 4</u>. This Resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

Passed:

Shane McFarland, Mayor

ATTEST:

Melissa B. Wright City Recorder APPROVED AS TO FORM:

-DocuSigned by: Adam 7. Tucker

Adam F. Tucker City Attorney

### NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the City of Murfreesboro, Tennessee, shall have been filed with the City Recorder of the City of Murfreesboro, Tennessee, protesting the issuance of the general obligation bonds, such bonds will be issued as proposed.

STATE OF TENNESSEE ) COUNTY OF RUTHERFORD )

I, the undersigned, Melissa B. Wright, do hereby certify that I am the duly appointed City Recorder of the City of Murfreesboro, Rutherford County, Tennessee, and as such official I further certify that attached hereto is a true and correct copy of RESOLUTION 21-R-01 adopted by the City Council of said City at its meeting held on January 7, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed by official signature and affixed the Corporate Seal of said City this \_\_\_\_\_ day of January 2021.

MELISSA B. WRIGHT CITY RECORDER

(S E A L )

29544274.1

**RESOLUTION 21-R-02** authorizing the issuance of general obligation bonds of the City of Murfreesboro, Tennessee in the aggregate principal amount of not to exceed seventy-six million dollars (\$76,000,000), in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds

WHEREAS, Title 9, Chapter 21 of the Tennessee Code Annotated, as amended, authorizes the City of Murfreesboro, Tennessee (the "Municipality"), by resolution of the City Council (the "Governing Body"), to issue and sell bonds to finance public works projects; and

**WHEREAS**, the Governing Body of the Municipality hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing For the purposes of financing (a) all or a portion of the costs of certain public works projects, consisting of the acquisition of land for and the construction, improvement, acquisition, extension, and renovation of the following: (1) public lands, buildings, facilities and related equipment, (2) school buildings, facilities, vehicles and related equipment, (3) airport terminals, facilities and related equipment, (4) fire and rescue buildings, facilities, vehicles, and related equipment, (5) police buildings, facilities, vehicles and related equipment, (6) parks and recreation buildings, facilities, vehicles and related equipment, (7) public golf buildings, facilities, vehicles and related equipment, (8) solid waste buildings, facilities, vehicles and related equipment, (9) streets, roads, bridges, plazas, sidewalks, lighting, drainage, streetscapes, signage and related department buildings, facilities, vehicles and equipment, (10) municipal vehicles, (11) transit center and (12) communication, software and technology improvements related to or in connection with the foregoing public works projects; (b) acquisition, construction and improvement of all other property, real and personal, appurtenant thereto or connected therewith, including all utilities, infrastructure and vehicles related to the foregoing public works projects; (c) all legal, fiscal, administrative, architectural, and engineering costs incident thereto; (d) reimbursement, if any, for prior expenditures for any and all of the foregoing; and (e) costs incident to issuing the Bonds; and

WHEREAS, the Governing Body of the Municipality further hereby determines that it is advisable to sell said general obligation bonds in one or more series; and

WHEREAS, on the date hereof, an initial resolution proposing the issuance of not to exceed \$76,000,000 in aggregate principal amount of general obligation bonds, the proceeds of which shall be used for the purposes set forth above, was adopted and, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, will be published as required by law; and

WHEREAS, it is the intention of the Governing Body of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$76,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

<u>SECTION 1.</u> <u>Authority</u>. The bonds authorized by this resolution are issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated, as amended, and other applicable provisions of law.

<u>SECTION 2.</u> <u>Definitions</u>. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$76,000,000 General Obligation Bonds of the Municipality, to be issued in one or more series and dated their date(s) of issuance, and having such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(f) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns. (g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(h) "Governing Body" means the City Council of the Municipality;

(i) "Mayor" shall mean the Mayor of the Municipality.

(j) "Municipal Advisor" means Cumberland Securities Company, Inc., Knoxville, Tennessee.

"Projects" means (a) all or a portion of the costs of certain public works (k) projects, consisting of the acquisition of land for and the construction, improvement, acquisition, extension, and renovation of the following: (1) public lands, buildings, facilities and related equipment, (2) school buildings, facilities, vehicles and related equipment, (3) airport terminals, facilities and related equipment, (4) fire and rescue buildings, facilities, vehicles, and related equipment, (5) police buildings, facilities, vehicles and related equipment, (6) parks and recreation buildings, facilities, vehicles and related equipment, (7) public golf buildings, facilities, vehicles and related equipment, (8) solid waste buildings, facilities, vehicles and related equipment, (9) streets, roads, bridges, plazas, sidewalks, lighting, drainage, streetscapes, signage and related department buildings, facilities, vehicles and equipment, (10) municipal vehicles, (11) transit center and (12) communication, software and technology improvements related to or in connection with the foregoing public works projects; (b) acquisition, construction and improvement of all other property, real and personal, appurtenant thereto or connected therewith, including all utilities, infrastructure and vehicles related to the foregoing public works projects; and (c) all legal, fiscal, administrative, architectural, and engineering costs incident thereto.

(l) "Registration Agent" means U.S. Bank, National Association, acting as the registration and paying agent pursuant to the terms hereof, or any successor designated by the Governing Body.

SECTION 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy. Approximate estimated debt service and costs of issuance are attached hereto as <u>Exhibit A</u>, subject to change by the Mayor, as permitted by Section 8 hereof.

<u>SECTION 4.</u> <u>Authorization and Terms of the Bonds</u>.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects, reimbursement to the appropriate fund of the Municipality for prior expenditures for the foregoing costs, if applicable, and payment of costs incident

to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds of the Municipality in the aggregate principal amount of not to exceed \$76,000,000. The Bonds shall be issued in one or more series, as fully registered certificated Bonds or in fully registered, book-entry form, without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Bonds", shall be dated their date(s) of issuance, and shall have such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to the terms hereof. The Bonds, or any series thereof, shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing December 1, 2021. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof, or such other denominations as shall be directed by the Mayor. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2022 through 2036, inclusive. Attached hereto as Exhibit A is a preliminary estimate of the amortization of the Bonds or any series thereof; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds may be subject to redemption prior to maturity at the option of the Municipality on June 1, 2030 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC,
 or a successor Depository, the Bonds to be redeemed shall be determined by
 DTC, or such successor Depository, by lot or such other manner as DTC, or
 such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption
requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner provided in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). If DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as In the case of a Conditional Redemption, the failure of the set forth herein. Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Governing Body hereby appoints the Registration Agent and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are not registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to

the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

The Bonds are transferable only by presentation to the Registration (h) Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in denominations, or integral multiples thereof, as authorized hereunder and as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded

as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Recorder.

(j) If the Bonds are issued using a Book-Entry System, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. If a Book-Entry System is employed, one Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. A Book-Entry System, if employed, shall evidence ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC. Unless the text expressly or by necessary implication requires otherwise, references in this Subsection to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that the Bonds are issued through a Book-Entry System and (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) If a Book-Entry System is used, the Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds registered in the name of the owner without the utilization of DTC and the Book-Entry System.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(n) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

<u>SECTION 5.</u> <u>Source of Payment</u>. The Bonds shall be payable from and secured by unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

<u>SECTION 6.</u> Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

#### (Form of Bond)

REGISTERED Number\_\_\_\_

REGISTERED \$\_

### UNITED STATES OF AMERICA STATE OF TENNESSEE COUNTY OF RUTHERFORD CITY OF MURFREESBORO **GENERAL OBLIGATION BOND, SERIES 2021**

Interest Rate:	Maturity Date:	Date of Bond:	CUSIP
No.:			

**Registered Owner:** 

Principal Amount:

FOR VALUE RECEIVED, the City of Murfreesboro, Tennessee (the "Municipality"), a municipal corporation lawfully organized and existing in Rutherford County, Tennessee, hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [December 1, 2021], and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated corporate trust office of U.S. Bank, National Association, Nashville, Tennessee, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A bookentry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 20\_\_ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.]

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing \_\_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final MaturityRedemption DatePrincipal AmountG Bonds Redeemed

#### \*Final Maturity

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). [As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption.] From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated corporate trust office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

[This Bond is one of a total authorized issue aggregating \$\_ and issued by the Municipality to finance (a) all or a portion of the costs of certain public works projects, consisting of the acquisition of land for and the construction, improvement, acquisition, extension, and renovation of the following: (1) public lands, buildings and facilities and related equipment, (2) school buildings, facilities, vehicles and related equipment, (3) airport terminals, facilities and related equipment, (4) fire and rescue buildings, facilities, vehicles, and related equipment, (5) police buildings, facilities, vehicles and related equipment, (6) parks and recreation buildings, facilities, vehicles and related equipment, (7) public golf buildings, facilities, vehicles and related equipment, (8) solid waste buildings, facilities, vehicles and related equipment, (9) streets, roads, bridges, plazas, sidewalks, lighting, drainage, streetscapes and signage and related department buildings, facilities, vehicles and equipment, (10) municipal vehicles, (11) transit center and (12) communication, software and technology improvements related to or in connection with the foregoing public works projects; (b) acquisition, construction and improvement of all other property, real and personal, appurtenant thereto or connected therewith, including all utilities, infrastructure and vehicles related to the foregoing public works projects; (c) all legal, fiscal, administrative, architectural, and engineering costs incident thereto; (d) reimbursement, if any, for prior expenditures for any and all of the foregoing; and (e) costs incident to issuing the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on January 7, 2021.

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of the date hereinabove set forth.

### CITY OF MURFREESBORO, TENNESSEE

By:\_\_\_\_

Mayor

(SEAL)

ATTESTED:

City Recorder

Transferable and payable at the designated corporate trust office of:

U.S. Bank, National Association Nashville, Tennessee

Date of Registration:

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

U.S. BANK, NATIONAL ASSOCIATION Registration Agent

By:\_\_\_

Authorized Officer

## (FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_\_, whose address is \_\_\_\_\_\_, (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_\_), the within Bond of City of Murfreesboro, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated:

<u>NOTICE</u>: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

<u>NOTICE</u>: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

<u>SECTION 7.</u> <u>Levy of Tax</u>. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

## SECTION 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than ninety-nine percent (99.00%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor. (b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate amount of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than December 1, 2021, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to establishing the date and year of the first principal payment date), or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed sixteen years (16) years from the date of issuance;

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, or any series thereof, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality;

(7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions

of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, including any series thereof, (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and/or (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, if any, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(f) The Mayor and City Recorder are authorized to cause the Bonds, in fully registered certificated or book-entry form, to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an Official Statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as <u>Exhibit B</u>.

(g) No Bonds shall be issued until the publication of the Initial Resolution and at least twenty (20) days have elapsed since the publication thereof with no legally sufficient protest having been filed.

<u>SECTION 9.</u> <u>Disposition of Bond Proceeds</u>. The proceeds of the sale of the Bonds shall be disbursed as follows:

the proceeds from the sale of the Bonds shall be deposited with a (a) financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Series 2021 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit, if any, or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested at the direction of the City Recorder in such investments as shall be permitted by applicable law to the extent permitted by applicable law and shall be retained therein. After completion of the Projects, monies, if any, remaining in the Construction Fund may be used to pay interest on the Bonds.

SECTION 10. Official Statement. The Mayor, City Manager and City Recorder of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, City Manager and City Recorder of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in any Preliminary Official Statement prepared, as shall be consistent with this resolution and necessary or desirable to complete the Preliminary Official Statement as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, City Manager and City Recorder of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The Mayor, City Manager and City Recorder of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem any Preliminary Official Statement and Official Statement for the Bonds in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing provisions of this Section, if the winning bidder or its purchaser or assignee does not intend to reoffer the Bonds, as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor in consultation with the Municipal Advisor and Bond Counsel.

SECTION 11. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

## SECTION 12. Federal Tax Matters Related to the Bonds.

(a) Except as hereinafter provided, the Bonds will be issued as federally taxexempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code. Notwithstanding anything herein to the contrary, if the Mayor determines, in consultation with the Municipal Advisor and Bond Counsel, that a portion of the Projects cannot be financed with proceeds of federally tax-exempt bonds pursuant to the requirements of the Code, the Bonds financing that portion of the Projects will be issued as federally taxable bonds, and all documents authorized herein shall be conformed accordingly.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the Municipality's Federal Tax Compliance Policies and Procedures with respect to the Bonds, if applicable.

SECTION 13. Continuing Disclosure. If and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds, the Municipality hereby covenants and agrees that it will provide annual financial information and event notices to the appropriate information repositories. The Mayor is authorized to execute at the Closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

<u>SECTION 14.</u> <u>Reasonably Expected Economic Life</u>. The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101, <u>et</u>

<u>seq</u>., Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

SECTION 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

<u>SECTION 16.</u> <u>Separability</u>. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Passed:

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright City Recorder -DocuSigned by: Adam 7. Tucker

Adam F. Tucker City Attorney

# EXHIBIT A

Date	Principal	Coupon	Interest	Total P+I	<b>Fiscal Total</b>
06/01/2022	4,670,000.00	2.250%	2,100,000.00	6,770,000.00	6,770,000.00
06/01/2023	4,670,000.00	2.250%	1,469,925.00	6,139,925.00	6,139,925.00
06/01/2024	4,670,000.00	2.250%	1,364,850.00	6,034,850.00	6,034,850.00
06/01/2025	4,670,000.00	2.250%	1,259,775.00	5,929,775.00	5,929,775.00
06/01/2026	4,670,000.00	2.250%	1,154,700.00	5,824,700.00	5,824,700.00
06/01/2027	4,665,000.00	2.250%	1,049,625.00	5,714,625.00	5,714,625.00
06/01/2028	4,665,000.00	2.250%	944,662.50	5,609,662.50	5,609,662.50
06/01/2029	4,665,000.00	2.250%	839,700.00	5,504,700.00	5,504,700.00
06/01/2030	4,665,000.00	2.250%	734,737.50	5,399,737.50	5,399,737.50
06/01/2031	4,665,000.00	2.250%	629,775.00	5,294,775.00	5,294,775.00
06/01/2032	4,665,000.00	2.250%	524,812.50	5,189,812.50	5,189,812.50
06/01/2033	4,665,000.00	2.250%	419,850.00	5,084,850.00	5,084,850.00
06/01/2034	4,665,000.00	2.250%	314,887.50	4,979,887.50	4,979,887.50
06/01/2035	4,665,000.00	2.250%	209,925.00	4,874,925.00	4,874,925.00
06/01/2036	4,665,000.00	2.250%	104,962.50	4,769,962.50	4,769,962.50
	70,000,000.00		13,122,187.50	83,122,187.50	

## ESTIMATED DEBT SERVICE

## ESTIMATED COSTS OF ISSUANCE

Cost of Issuance	\$/1000	Amount
Municipal Advisor	1.07143	75,000.00
Bond Counsel	0.89286	62,500.00
Rating Agency	0.92857	65,000.00
Paying Agent	0.01000	700.00
POS/Official Statement	0.10714	7,500.00
Advertising	0.01429	1,000.00
Miscellaneous	0.07136	4,995.00
	3.09564	216,695.00

## EXHIBIT B

## FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

## January 7, 2021

City of Murfreesboro, Tennessee 111 West Vine Street Murfreesboro, Tennessee 37130 Attention: Shane McFarland, Mayor

## Re: Issuance of Not to Exceed \$76,000,000 in Aggregate Principal Amount of General Obligation Bonds

### Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to City of Murfreesboro, Tennessee (the "Municipality"), in connection with the issuance of the above-referenced bonds in one or more series (collectively, the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance capital projects for the Municipality, and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

### SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- 1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- 2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- 3. Assist the Municipality in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- 4. Review legal issues relating to the structure of the Bond issue.
- 5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.
- 6. Assist the Municipality in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.

7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Municipality and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Municipality with applicable laws relating to the Bonds. During the source of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Municipality to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties <u>do not</u> include:

- a. Except as described in paragraph (5) above,
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
  - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
  - 3) Rendering advice that the official statement or other disclosure documents
    - a) Do not contain any untrue statement of a material fact or
    - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation (such as contested validation proceedings).
- f. Making an investment or expressing any view as to the creditworthiness of the Municipality or the Bonds.
- g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other outstanding debt or, after Closing, providing advice concerning

any actions necessary to assure compliance with any continuing disclosure undertaking.

- h. Representing the Municipality in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Municipality or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

#### ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Municipality will be our client and attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Municipality, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter, the Municipality's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Municipality will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Municipality, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Municipality and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that, during the time that we are representing the Municipality, one or more of our present or future clients will have transactions with the Municipality. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Municipality's consent to our representation of others consistent with the circumstances described in this paragraph.

#### FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$62,500. Our fee may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if

material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter. The fee quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopies charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

#### RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Municipality's property. We agree to maintain documentation for all charges against the Municipality. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Municipality or its duly appointed representatives.

### **OTHER MATTERS**

We have not retained any persons to solicit or secure this engagement from the Municipality upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Municipality a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Municipality. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by Tennessee law, any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

#### CONCLUSION

If the foregoing terms are not acceptable to you, please so indicate in writing by an authorized officer. Otherwise, we look forward to working with you.

29544303.1

Department	Service Class	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	Other Funding	FY21 Funding	FY22 Funding	FY23 Funding	FY24 Funding	FY25 Funding	Future Funding
Administration	5	City Hall renovations & security		725,000	326,300	-	-	398,700	-	-	-	-
Administration	5	Land Acquisition/Contingency costs/Preliminary Design	EcD	2,906,895	-	-	300,000	1,006,895	400,000	400,000	400,000	400,000
Administration	5	Linebaugh Library relocation		2,500,000	-	-	-	-	-	-	-	2,500,000
		Department Total		6,131,895	326,300	-	300,000	1,405,595	400,000	400,000	400,000	2,900,000
Airport	5	Airport Taxiway Echo	EcD	1,850,000	-	1,000,000	850,000	-	-	-	-	-
Airport	5	Hangar 3 Renovations	EcD	400,000	-	-	-	-	-	-	-	400,000
Airport	5	Fuel Truck Purchase		150,000	-	150,000	-	-	-	-	-	-
Airport	5	Pavement Maintenance		1,000,000	-	900,000	-	100,000	-	-	-	-
Airport	5	Fuel Farm Relocation and Upgrade	EcD	900,000	-	900,000	-	-	-	-	-	-
Airport	5	Apron Expansion		2,000,000	-	-	-	-	-	2,000,000	-	-
Airport	5	Taxiway F Development and T-hangar Construction	EcD	2,000,000	-	-	-	2,000,000	-	-	-	-
Airport	5	MTSU Aircraft Maintenance Hangar and Apron		4,000,000	-	4,000,000	-	-	-	-	-	-
		Department Total		12,300,000	-	6,950,000	850,000	2,100,000	-	2,000,000	-	400,000
Building & Codes	4	Work Vehicles	0	340,000	-	-	-	110,000	80,000	75,000	75,000	-
		Department Total		340,000	-	-	-	110,000	80,000	75,000	75,000	-
Economic Development	5	Broad Street Property	EcD	1,500,000	-	-	-	-	-	-	-	1,500,000
Economic Development	5	Downtown Parking Garage construction	EcD	3,000,000	-	-	-	-	-	-	-	3,000,000
Economic Development	5	Historic Bottoms/Highland Avenue Redevelopment	EcD	2,700,000	-	-	-	-	-	-	-	2,700,000
Economic Development	5	West Main St. Property	EcD	750,000	-	-	-	-	-	-	-	750,000
Economic Development	5	Church Street Property	EcD	2,000,000	-	-	-	-	-	-	-	2,000,000
Economic Development	5	Church Street Property Demolition	EcD	1,500,000	-	-	-	-	-	-	-	1,500,000
· ·		Department Total		11,450,000	-	-	-	-	-	-	-	11,450,000
Facilities	5	ADA Renovations		4,550,000	295,065	-	475,000	425,000	425,000	425,000	425,000	2,079,935
Facilities	5	City Court Build-Out		2,000,000	-	-	-	-	-	-	-	2,000,000
		Department Total		6,550,000	295.065	-	475,000	425.000	425,000	425.000	425.000	4,079,935
Fire Rescue	4	Administrative Offices		7,440,920	15,920	-	-	-	-	-	-	7,425,000
Fire Rescue	4	Pumper Apparatus Replacement 20-01		700,000	-	700,000	-	-	-	-	-	-
Fire Rescue	4	Pumper Apparatus Replacement 20-02		725,000	-	-	725,000	-	-	-	-	-
Fire Rescue	4	Quint Apparatus Replacement 22-01		1,375,000	-	-	-	1,375,000	-	-	-	-
Fire Rescue	4	Fire Station 12 Construction		6,000,000	-	-	-	-	6,000,000	-	-	-
Fire Rescue	4	Fire Station 3 Replacement		6,000,000	-	_	-	-	6,000,000	-	-	-
Fire Rescue	4	Fire Station 6 Replacement		7,000,000	-	-	-	-	-	-	7,000,000	-
Fire Rescue	4	Fire Station 13 Construction		7,000,000	-	-	-	-	-	-	7,000,000	-
Fire Rescue	4	Quint Apparatus Replacement 21-01		1,325,000	-	-	1,325,000	-	-	-	-	-
Fire Rescue	4	New Pumper Apparatus 20-01		775,000	-	-	-	-	775,000	-	-	-
Fire Rescue	4	Special Operations Equipment 22-01		250,000	-	-	-	250,000	-	-	-	-
Fire Rescue	4	Pumper Apparatus Replacement 21-01		750,000	-	-	-	750,000	-	-	_	-
Fire Rescue	4	New Quint Apparatus 24-01		1,600,000	-	-	-	-	-	-	1,600,000	-
Fire Rescue	4	Fire Station 14 Construction		7,538,400	-	-	-	-	-	-	-	7,538,400
Fire Rescue	4	Special Operations Equipment 24-01		250,000	_	-	_	-	250,000	-	-	- ,2222,100
				230,000					200,000			

Department	Service Class	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	Other Funding	FY21 Funding	FY22 Funding	FY23 Funding	FY24 Funding	FY25 Funding	Future Funding
Golf	3	Maintenance Equipment Replacement - Finishing Mower		20,000	-	-	-	20,000	-	-	-	-
Golf	3	Equipment Replacement - Tee & Greens Mowers		65,000	-	-	-	65,000	-	-	-	-
Golf	3	Maintenance Equipment Replacement - Fairways Mowers		128,000	-	-	-	63,000	65,000	-	-	-
Golf	3	Maintenance Equipment Replacement - Turf Sprayer		70,000	-	-	-	-	-	-	70,000	-
Golf	3	Equipment Replacement - Rough Mower		65,000	-	-	-	-	-	-	65,000	-
Golf	3	Driving Range Netting Installation		350,000	-	-	-	-	-	350,000	-	-
		Department Total		698,000	-	-	-	148,000	65,000	350,000	135,000	-
Parks	3	Adams Tennis Complex Improvements		240,000	-	-	-	40,000	40,000	160,000	-	-
Parks	3	Administrative Office		2,500,000	-	-	-	-	-	-	-	2,500,00
Parks	3	Barfield Crescent Park Back Country Improvements	EcD	382,000	-	-	-	150,000	-	232,000	-	-
Parks	3	Barfield Crescent Park Expansion		3,000,000	-	-	-	3,000,000	-	-	-	-
Parks	3	Barfield Crescent Park Playground / Ballfield Improvements	EcD	1,080,000	-	-	-	180,000	750,000	150,000	-	-
Parks	3	Barfield Crescent Park Trail Improvements	EcD	626,435	276,435	-	-	350,000	-	-	-	-
Parks	3	Bradley Academy		300,000	-	-	-	300,000	-	-	-	-
Parks	3	Cannonsburgh	EcD	776,781	91,781	-	-	150,000	150,000	385,000	-	-
Parks	3	Equipment Lift		18,200	-	-	-	-	-	-	-	18,2
Parks	3	Greenway - North Connector	EcD	2,920,000	19,000	-	-	-	-	2,620,000	281,000	-
Parks	3	Greenway Reconstruction	EcD	733,200	276,000	-	-	140,000	40,000	20,000	20,000	237,2
Parks	3	McFadden Community Center Improvements		250,000	-	-	-	-	100,000	150,000	-	-
Parks	3	McKnight Park Renovations		190,575	-	-	-	-	-	-	-	190,5
Parks	3	McKnight Park Parking Addition		830,000	-	-	-	430,000	400,000	-	-	
Parks	3	McKnight Park Volleyball Improvements		100,000	-	-	-	-	-	100,000	-	
Parks	3	Murfree Springs Wetland Trail Improvements		268,075	-	-	-	-	-	-	-	268,0
Parks	3	Oaklands		80,000	-	-	-	-	-	-	-	80,0
Parks	3	Old Fort Park Ballfield Improvement	EcD	1,200,000	-	-	-	200,000	400,000	600,000	-	
Parks	3	Old Fort Park Improvements		56,000	-	-	-	-	-	-	-	56,0
Parks	3	Old Fort Park Parking Improvement	EcD	430,000	-	-	-	430,000	-	-	-	
Parks	3	Patterson Improvements		649,849	169,849	-	80,000	400,000	-	-	-	
Parks	3	Paving Improvements		150,000	-	-	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	50,000	-	50,000	-	50,0
Parks	3	Playground Deferred Maintenance		150,000	-	-	-	50,000	50,000	-	50,000	
Parks	3	Siegel Park Enhancements		14,000,000	4,835,000	1,500,000	4,000,000	3,665,000	-	-	-	
Parks	3	Siegel Park Playground Replacement	EcD	400,000	-	-	-	-	-	400,000	-	
Parks	3	Star Plex Improvements		95,000	-	-	-	95,000	-	-	-	
Parks	3	Vehicle Replacement		225,000	-	_	_	75,000	-	75,000	_	75,
Parks	3	Walter Hill Park Renovation		812,293	12,293	_	_	200,000	600,000	-	-	, ,
Parks	3	West Murfreesboro Park Developments		57,730,877	9,220,877			-	-	880,000	2,100,000	45,530,0
1 4113		Department Total		90,194,285	14,901,235	1,500,000	4,080,000	9,905,000	2,530,000	5,822,000	2,451,000	49,005,0

Department	Service Class	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	Other Funding	FY21 Funding	FY22 Funding	FY23 Funding	FY24 Funding	FY25 Funding	Future Funding
Police	4	Blackman Precinct		8,000,000	-	-	-	-	500,000	7,500,000	-	
Police	4	Police Information Technology Replacements		2,092,432	589,032	-	-	320,000	200,000	200,000	200,000	583,400
Police	4	Police Mobile Data Terminal Replacements		1,354,462	380,797	-	-	240,000	150,000	200,000	75,000	308,665
Police	4	Mobile Video Equipment (Video Replacements)		959,595	233,695	-	-	175,000	175,000	175,000	175,000	25,900
Police	4	Public Safety Radio		2,750,000	-	-	-	550,000	550,000	550,000	550,000	550,000
Police	4	Police Public Safety Software		895,000	520,000	-	100,000	50,000	100,000	50,000	75,000	-
Police	4	Police Vehicles - Marked		16,173,000	6,988,000	-	-	1,820,000	1,820,000	1,820,000	1,820,000	1,905,000
Police	4	Police Vehicles - Unmarked		1,996,667	1,133,167	-	-	-	294,000	294,000	275,500	-
		Department Total		34,221,156	9,844,691	-	100,000	3,155,000	3,789,000	10,789,000	3,170,500	3,372,965
Solid Waste	5	Automated Side Loader Replacements		5,210,000	-	-	-	710,000	750,000	1,250,000	1,250,000	1,250,000
Solid Waste	5	Solid Waste Transfer Stations		10,500,000	-	-	3,500,000	-	7,000,000	-	-	-
Solid Waste	5	Rear Loader Replacements		190,000	-	-	-	-	-	-	190,000	-
Solid Waste	5	Recycling Center Improvements		275,000	-	-	-	275,000	-	-	-	-
Solid Waste	5	Front end loader		345,000	-	-	-	345,000	-	-	-	-
Solid Waste	5	Engine Replacement		120,000	-	-	-	80,000	40,000	-	-	-
Solid Waste	5	Boom trucks		1,000,000	-	-	-	200,000	400,000	400,000	-	-
Solid Waste	5	Routing tracking software		200,000	-	-	200,000	-	-	-	-	-
Solid Waste	5	Trommel Screen		400,000	-	-	-	400,000	-	-	-	-
Solid Waste	5	Pick-up - 4 wheel drive		60,000	-	-	-	-	-	60,000	-	-
		Department Total		18,300,000	-	-	3,700,000	2,010,000	8,190,000	1,710,000	1,440,000	1,250,000
Streets	1	Street 3/4 Ton Trucks		500,000	-	-	-	100,000	100,000	100,000	100,000	100,000
Streets	1	Street Dual Axle Dump Trucks		1,180,000	-	-	-	380,000	200,000	200,000	200,000	200,00
Streets	1	Chipper (from the UED 2020 CIP)		88,000	-	-	-	88,000	-	-	-	-
Streets	1	Guardrail install - Sevier, S. Spring, S. Academy	0	86,000	-	-	-	-	-	-	86,000	-
Streets	1	Mini Skid Steer with log grapple		36,000	-	-	-	36,000	-	-	-	-
Streets	1	Street One Ton Dump Truck		200,000	-	-	-	90,000	-	-	110,000	-
Streets	1	Street Paving Machine		375,000	-	-	-	375,000	-	-	-	-
Streets	1	Salt Bin (located with new Solid Waste Transfer Station)		500,000	-	-	-	500,000	-	-	-	-
Streets	1	Salt Bin Roof Replacement		110,000	35,000	-	75,000	-	-	-	-	-
Streets	1	Street Tractors		600,000	-	-	-	150,000	150,000	150,000	150,000	-
Streets	1	Street Vacuum Leaf Truck		425,000	-	-	-	200,000	-	-	225,000	-
Streets	1	Paving - former UED lot		35,000	-	-	-	-	-	-	-	35,00
Streets	1	Public Works South Annex		1,400,000	-	-	-	-	-	-	-	1,400,00
		Department Total		5,535,000	35,000	-	75,000	1,919,000	450,000	450,000	871,000	1,735,000

Department	Service Class	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	Other Funding	FY21 Funding	FY22 Funding	FY23 Funding	FY24 Funding	FY25 Funding	Future Funding
Transit	1	Bus Replacement		1,534,000	-	1,534,000	-	-	-	-	-	
Transit	1	Transit Facility		14,503,492	1,124,840	10,190,652	1,700,000	1,488,000	-	-	-	-
		Department Total		16,037,492	1,124,840	11,724,652	1,700,000	1,488,000	-	-	-	
[ransportation	1	Battleground Dr Phase 2		8,100,000	-	-	-	-	-	-	600,000	7,500,0
[ransportation	1	Bradyville Pike Improvements		13,992,582	369,412	13,623,170	-	-	-	-	-	-
Transportation	1	Bridge Ave and Kings Hwy Improvements		5,700,000	-	-	-	-	440,000	5,260,000	-	-
Transportation	1	Brinkley Rd reconstruction		13,600,000	419,078	-	-	3,000,000	2,000,000	5,746,522	2,434,400	
ransportation	1	Broad St and Medical Center Parkway - Intersection		4,000,000	-	-	-	300,000	3,700,000	-	-	
Transportation	1	Broad St (US 41/70) Widening -Medical Center to I-840		46,300,000	-	37,040,000	-	1,000,000	-	-	-	8,260,0
ransportation	1	Broad & Thompson Separated Grade		58,180,020	-	56,180,020	-	-	1,000,000	-	1,000,000	
ransportation	1	Burnt Knob Road		5,250,000	12,000	-	-	-	-	-	-	5,238,0
ransportation	1	Butler Dr. Improvements	EcD	15,000,000	24.345	6.500.000	-	4,475,655	4.000.000	-	-	
ransportation	1	Caroline Farms		3,545,886	27,600	45,886	-	-	-	3,472,400	-	
ransportation	1	Cherry Lane Extension (Sazerac)	EcD	8,900,000	-	3,806,250	_	3,093,750	2,000,000	-	-	
ransportation	1	Cherry Lane Extension - Phase 2	EcD	16,800,000	1,045,000	-	_	7,000,000	4,000,000	4,755,000	_	
ransportation	1	Cherry Lane Extension and 840 Interchange - Phase 3	EcD	53,750,000	1,174,400	16,301,600	2,000,000	6,000,000	6,700,000	9,574,000	12,000,000	
[ransportation	1	Clark Blvd Sidewalks		4,050,000	-			-	300,000	750,000	3,000,000	
Transportation	1	Front-Vine Street Realignment	EcD	2,500,000	-		_	2,500,000	500,000	-	5,000,000	
Transportation	1	Gresham La/John Rice Blvd	EcD	8,750,000	65,200	400,000		2,500,000		5,000,000	3,284,800	
Transportation	1	Gateway Extension to Robert Rose Drive	EcD	2,450,000	60,000	400,000		2,390,000		-	3,204,000	
Transportation	1	Havnes Dr Widening	LLD	11,394,770	94,770			2,350,000		450,000	3,750,000	7,100,0
Transportation	1	Jones Blvd Improvements		9,100,000	549,165					450,000	3,750,000	8,550,
	1				549,105		-	3,500,000				8,550,6
ransportation	1	Lytle St Reconstruction Ph 3 (First United Methodist) Memorial Blvd	5-0	3,500,000	-		-		-	-		2 400
ransportation			EcD	27,400,000		21,920,000	-	1,000,000	-	-	1,000,000	3,480,0
ransportation	1	Memorial Blvd Signalization Upgrade		1,000,000	-	800,000	-	200,000	-	-	-	
[ransportation	1	Mercury Boulevard Sidewalks		3,337,178	610,000	2,027,178	700,000	-	-	-	-	
ransportation	1	Mercury Blvd, Broad St, and Bradyville Pike - Intersection		7,000,000	-	-	-	-	-	1,000,000	6,000,000	
ransportation	1	New Lascassas Hwy (SR 96) Clark Blvd to Dejarnette		19,000,000	-	15,200,000	-	-	1,000,000	-	-	2,800,
ransportation	1	New Salem Highway Phase 1		13,556,378	81,000	13,475,378	-	-	-	-	-	
ransportation	1	New Salem Highway Phase 2		32,905,222	189,000	32,716,222	-	-	-	-	-	
ransportation	1	New Salem Highway Phase 3		23,270,000	90,000	23,180,000	-	-	-	-	-	
ransportation	1	North Maney Avenue		4,185,000	45,000	-	-	-	-	-	395,000	3,745,
ransportation	1	Old Fort (SR96)/Thompson Lane/Chaffin Place		1,300,000	-	-	-	1,300,000	-	-	-	
ransportation	1	Old Fort Parkway Widening I-24 to New Salem Hwy		18,000,000	-	14,400,000	-	1,000,000	-	-	-	2,600,
Transportation	1	River Rock - Beasie Rd		8,550,000	-	-	2,550,000	6,000,000	-	-	-	
Transportation	1	Racquet Club Drive Improvements	EcD	1,800,000	-	-	-	-	100,000	200,000	1,500,000	
ransportation	1	Rucker Lane Reconstruction		15,531,000	6,175,600	109,000	-	-	6,990,000	2,256,400	-	
ransportation	1	Rutherford Blvd ASCT Project		3,481,010	-	3,356,010	125,000	-	-	-	-	
ransportation	1	Rutherford Blvd Extension		25,000,000	21,000	-	-	500,000	6,479,000	9,000,000	9,000,000	
ransportation	1	S Rutherford Blvd & Manchester Pike Intersection	EcD	4,100,000	-	-	-	350,000	3,750,000	-	-	
ransportation	1	Rutledge Blvd Extension		6,150,000	-	-	-	600,000	-	5,550,000	-	
ransportation	1	Spence Creek		750,000	-	-	-	750,000	-	-	-	
Transportation	1	St. Clair Street		1,500,000	-	150,000	-	-	-	1,350,000	-	
ransportation	1	Sulphur Springs Rd - Phase 3		4,530,000	-	-	-	-	-	780,000	-	3,750,
ransportation	1	Sulphur Springs Rd -Phase 2		6,280,000	-	-	-	-	-	600,000	400,000	5,280,
ransportation	1	Sulphur Springs Rd -Phase 1		9,200,000	-	-	-	-	-	600,000	600,000	8,000,
ransportation	1	Thompson Lane Widening		58,500,000	1,700,000	56,800,000	_	-	_	-	-	2,230
ransportation	1	Warrior Drive Extension	EcD	5,000,000	_,, 00,000	2,000,000	3,000,000	-	-		-	
ransportation	1	Wilkinson Pike Widening		9,215,035	320,200	158,085		_		1,500,000	3,125,950	4,110,
	-	Department Total		605,404,081	13,072,770	320,188,799	8,375,000	44,959,405	42,459,000	57,844,322	48,090,150	70,414,
		Totals		855.891.229	39.615.821	341.063.451	21.705.000	70.000.000	71.413.000	79.865.322	72.657.650	159.570.9

# COUNCIL COMMUNICATION

Item Title:	Resolution concerning management, retention, and disposition of City Records.						
Department:	Legal and Finance						
Presented by:	Adam F. Tucker, City Attorney Melissa Wright, City Recorder						
<b>Requested Coun</b>	cil Action:						
	Ordinance						
	Resolution	$\boxtimes$					
	Motion						
	Direction						
	Information						

#### Summary

Resolution adopting the records retention schedules approved by the Municipal Technical Advisory Service as the official records retention schedules of the City of Murfreesboro and authorizing the disposal of permanent paper records upon their being copied or otherwise converted to an appropriate electronic medium.

#### **Staff Recommendation**

Approve attached resolution concerning management, retention, and disposition of City Records.

#### **Background Information**

Proper records management is essential for effective and efficient City operations and to ensure compliance with certain legal requirements and duties. City Council last approved record retention guidelines in 1993, and despite significant technological and legal changes over the last twenty-five years, the City's record management practices in most respects still adhere to those guidelines. By approving the resolution presented here for your considerations, City Council will enable staff to improve the City's record management practices by incorporating some of these technological advances and legal changes.

The three biggest changes are: 1) designating MTAS's most current record retention schedules as the City's records retention schedules (subject to deviations approved by the City Attorney); 2) authorizing the disposal of a record once the applicable record retention period has expired; and 3) authorizing the practice, permitted by State law, of disposing paper records once the records have been digitally scanned and archived on an appropriate electronic medium, such as a network server or DVD.

In addition, by approving the resolution, City Council would direct and authorize the City Recorder and City Attorney to develop a Records Management Manual for the City. Once approved by the City Manager, the manual will constitute the policy of the City with respect to the management, preservation, disposition, and protection of the City's records

#### **Fiscal Impact**

Insignificant, but likely to decrease costs associated with maintaining paper records

## Attachments

Resolution 21-R-03

**RESOLUTION 21-R-03** adopting the records retention schedules approved by the Municipal Technical Advisory Service as the official records retention schedules of the City of Murfreesboro and authorizing the disposal of permanent paper records upon their being copied or otherwise converted to an appropriate electronic medium.

WHEREAS, proper records management is essential for effective and efficient City operations and to ensure compliance with certain legal requirements and duties; and

WHEREAS, the City Council desires to provide for an orderly and efficient system of records management for the City and to ensure that the procedures used to manage and preserve public records will be uniform throughout the organization; and

WHEREAS, the Tennessee Code Annotated § 10-7-702(a) authorizes the Municipal Technical Advisory Service (MTAS) to compile and print, in cooperation with the state library and archives, records retention manuals to be used as guides by municipal officials in establishing retention schedules for all records created by municipal governments in the state; and

WHEREAS, the most recent record retention schedules developed by MTAS were published on September 15, 2017, and are currently available to the public on MTAS's website at https://www.mtas.tennessee.edu/reference/retention-schedules; and

WHEREAS, certain municipal records constitute "permanent records" due to their "permanent administrative, fiscal, historical or legal value," *see* Tennessee Code Annotated § 10-7-301 and §10-7-701, and are to be permanently maintained by the City, while other municipal records constitute "temporary records" and/or "working papers," *see* Tennessee Code Annotated § 10-7-301(13) and (14), which may be scheduled for disposal as provided in Tennessee Code Annotated §§ 10-7-701 *et seq*; and

WHEREAS, as provided in Tennessee Code § 10-7-702(b), the governing body of any municipality may nevertheless by resolution "authorize the disposal of any permanent paper record of the municipality when the record has been photocopied, photostated, filmed, microfilmed, preserved by microphotographic process, or reproduced onto computer or removable computer media, or any appropriate electronic medium, in accordance with § 10-7-121"; and

WHEREAS, updating the City's records management policies and procedures is necessary to ensure that the City's records are organized, stored, and maintained in a manner that ensures efficient accessibility and complies with applicable legal requirements; and

WHEREAS, adopting the record retention schedules developed by MTAS as part of the City's record management system, along with the ability to dispose of permanent paper records once they have been preserved or reproduced onto appropriate electronic medium, will greatly assist the City in maintaining those public records that are legally required to be preserved within current space limitations and to dispose of those records that no longer have administrative, fiscal, legal, or historical value and are not required to be kept by law;

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

SECTION 1. The City Recorder and City Attorney are hereby authorized and directed to develop a Record Management Manual for use by the City and its departments. The City Recorder and City Attorney are further directed to make appropriate and timely updates to the manual as the City's operations and applicable law may require. Upon approval by the City Manager, such manual (and any updated version thereof) shall constitute the policy of the City with respect to the management, preservation, disposition, and protection of the City's records.

SECTION 2. The most current record retention schedules published by MTAS, pursuant to the authority granted in Tennessee Code Annotated § 10-7-702(a), shall serve as guidance in the disposition of the City's public records and in determining whether a public record may be archived or destroyed. Each public record of the City shall be retained for no less than the applicable retention period set forth in the most current MTAS record retention schedules, unless the City Attorney advises, in a legal written opinion to the City Manager, City Recorder, and the director of the department having custody of the records, that a different retention period is legally permissible and advisable. The most current record retention schedules published by MTAS shall be included in the City's Record Management Manual, along with any additional guidance from the City Attorney. In addition, if the MTAS schedules do not state a retention period applicable for a certain type of City record, the City Recorder and City Attorney, in consultation with the department(s) having custody of such records, may establish an appropriate retention period for such records and publish the period in the City's Record Management Manual.

SECTION 3. City Council hereby authorizes City staff to destroy or otherwise dispose of any record, whatever the form, that has been maintained beyond the relevant retention period for the record, provided the act and method of destruction or other disposition complies with applicable law, including, without limitation, Tennessee Code Annotated § 10-7-503(h) concerning the retention of records known by the City to be subject to a pending public records request. Notwithstanding the foregoing, individual departments may elect to retain records for longer periods than those contained in the MTAS schedules when it would be advisable otherwise helpful to do so.

<u>SECTION 4</u>. Pursuant to the authority granted to City Council by Tennessee Code Annotated § 10-7-702, the City Council hereby authorizes City staff to destroy or otherwise archive or dispose of any permanent paper record once such paper record has been digitally scanned, reproduced, and archived on an approved computer server, removable computer media, or any appropriate electronic medium, provided, however, that no permanent paper record shall be destroyed without the written authorization of the City Recorder and City Manager. In addition, the digital scanning, reproduction, and disposal of permanent paper records shall be performed in accordance with the applicable procedures and requirements set forth in the City's Record Management Manual. Digitally archived permanent records shall be retained permanently. Notwithstanding the foregoing, no record of archival value, including specifically the original paper version of the City Council minutes, ordinances, or resolutions, shall be destroyed unless such destruction is specifically authorized by a subsequent resolution of City Council.

SECTION 5. The City Council further authorizes City staff to destroy or otherwise archive or dispose of any paper version of a non-permanent City record, including any "essential records," "temporary records," and "working papers," as defined in Tennessee Code Annotated § 10-7-702, once such paper record has been digitally scanned, reproduced, and archived on an approved computer server, removable computer media, or any appropriate electronic medium, provided, however, that no paper record shall be destroyed without the written authorization of the City Recorder. The digital scanning, reproduction, and disposal of paper records shall be performed in accordance with the applicable procedures and requirements set forth in the City's Record Management Manual. Digitally archived nonpermanent records shall be retained in accordance with the retention periods established in Section 2 of this Resolution.

<u>SECTION 6.</u> This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:

Adam 7. Tucker

-⁴Actanff¶! Tucker City Attorney

Melissa B. Wright City Recorder

# **COUNCIL COMMUNICATION**

## Meeting Date: 1/7/2021

Item Title:	Thornton's Access Improvement Agreement and Design Contract							
Department:	Engineering							
Presented by:	Chris Griffith – Executive Director							
<b>Requested</b> Counc	cil Action:							
	Ordinance							
	Resolution							
	Motion	$\boxtimes$						
	Direction							
	Information							

#### Summary

Access improvement agreement and a design contract for modifying Thornton's entrance and constructing a joint access to the Wash N Roll at New Salem Highway and Old Fort Parkway.

#### Staff Recommendation

Approve the access improvement agreement and design contract

#### **Background Information**

As the first phase of the proposed improvements to State Highway 99 by TDOT, staff is recommending modifying the existing entrance on SR 99 to Thornton's and constructing a full access joint entrance with the proposed Wash N Roll on the adjacent lot to the south. The construction includes converting the existing Thornton's entrance into a right in-right out, constructing a 24 ft. wide access road approximately 200 ft. in length, and installing a TDOT standard entrance. Staff proposes to complete the work using the City's annual contracts. A design contract with Miller-McCoy, Inc. is also included to provide survey and design of the proposed improvements. Both the access agreement and design contract are attached.

#### **Council Priorities Served**

#### Expand infrastructure

The connection of these two lots will currently improve the ingress and egress of traffic in the surrounding area as well as coincide with the future Highway 99 reconstruction as outlined in the 2040 Major Thoroughfare Plan.

#### **Fiscal Impact**

Staff estimates the total design and construction cost will be less than \$100,000 with the primary funding source from CIP funds through the reallocation of savings from previous transportation projects.

#### Attachments

- 1. Access Improvement Agreement
- 2. Design Contract with Miller McCoy, Inc.

#### ACCESS IMPROVEMENT AGREEMENT

This Access Improvement Agreement ("Agreement") is between and among the City of Murfreesboro ("City"), Mark Hutchinson ("Landowner") and Thorntons LLC, a Delaware limited liability company ("Tenant").

WHEREAS the following facts exist:

A. Landowner is the owner of two Lots which are legally described on the attached **Exhibit A** as Lot 1 and Lot 2.

B. Tenant occupies Lot 1 pursuant to that certain Ground Lease Agreement effective as of June 8, 2007, as amended by that certain First Amendment to Ground Lease Agreement dated August 10, 2018.

C. The current access from SR 99 into Lot 1, as shown on **Exhibit A-1**, at times results in difficult traffic movements into Lot 1 from SR 99 and out of Lot 1 onto SR 99. The City has a desire to ease these difficult traffic movements to the extent reasonably practical.

D. The Tennessee Department of Transportation ("TDOT") is in the process of finalizing design for improvements to SR 99, including the portion of SR 99 which currently provides access to Lot 1.

E. The City is willing to assist Landowner and Tenant by designing and constructing a modification of the access into Lot 1 from SR 99, provided that the Landowner provide permanent and temporary easements and that Tenant consent to the reconfiguration of the access into Lot 1 and to the City working within the area leased to Tenant.

F. The Parties deem it to be desirable that the work contemplated by this Agreement be accomplished prior to the reconstruction of SR 99 adjacent to Lot 1 and Lot 2.

G. The Parties agree that construction of the access improvements herein described will improve traffic flow and increase safety to motorists and pedestrians.

NOW THEREFORE, for good and valuable mutual considerations, the receipt and sufficiency of which is hereby irrevocably confessed and confirmed, the Parties agree as follows:

1. The current access from SR 99 into Lot 1 shall be converted into a "right in – right out only" access as shown on **Exhibit B**; this conversion shall commence only after the full access and connector in Paragraph 2, below, is constructed and opened.

2. The City will construct a new full access (right and left in, right and left out) and a connector to the right in-right out access, also as shown on **Exhibit B**.

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3. City shall be solely responsible for the surveying, descriptions, designs, preparation and recording of all required documents, Site Plan preparation, and construction plan and document preparation. All such documents and plans shall be approved by TDOT, Landowner, and Tenant prior to commencement of work. City shall also be responsible for securing all local and state permit approvals, site preparation, construction and cleanup after construction.

4. The City hereby covenants and agrees that all construction activities to be performed on Lots 1 and 2 by the City, its agents, employees, contractors and subcontractors pursuant to this Agreement shall be subject to the following requirements, all of which have been incorporated into the Temporary Construction Easement Agreement:

(i) The City shall deliver written notice to Landowner and Tenant of the City's commencement of construction activities upon Lots 1 and 2, such notice to be delivered to Landowner and Tenant as provided in Section 14 hereof not less than thirty (30) days prior to the City's intended commencement date;

(ii) No storage of construction vehicles, equipment and/or materials by the City, its contractors and/or subcontractors shall occur on Lot 1; and

(iv) All work to be performed by the City, its contractors and subcontractors under this Agreement shall be carried out in a good and proper workmanlike manner using quality materials and to a quality standard consistent with first class retail development within the Murfreesboro metropolitan area.

5. Landowner shall execute a permanent cross-access easement for the use and benefit of Lot 1 over and across Lot 2 and for the use and benefit of Lot 2 over and across Lot 1 upon terms and conditions mutually acceptable to Landowner and Tenant in their sole reasonable discretion. Landowner shall execute a temporary construction easement in favor of the City to allow the City to do the work on Landowner's property as contemplated by this Agreement.

6. Tenant shall execute such commercially reasonable consents or waivers as may be necessary or appropriate to allow the City to conduct the work provided for in this Agreement.

7. Landowner and Tenant shall execute such amendment as may be appropriate to incorporate the access modifications to be made pursuant to this Agreement into the Ground Lease, as amended, including a provision for Landowner and Tenant to share equally the cost of maintaining the access improvements shown on **Exhibit B**, such amendment to be on terms and conditions mutually acceptable to Landowner and Tenant in their sole reasonable discretion.

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8. The new access and connector driveway to the Tenant's improvements shall be designed and constructed to accommodate heavy vehicles including fully loaded tanker refueling trucks to those specifications which are equal to or greater than Tenant's prototypical driveway specifications. The City will be responsible for maintenance and repair (including the repair of any construction defects) of the City-constructed improvements for twelve (12) months following completion of construction. The City shall, at its sole cost and expense, provide an as-built survey for all elements of the City-constructed improvements to Landowner and Tenant within thirty (30) days following the City's completion of such work. The City shall confirm such date of completion by written notice to Landowner and Tenant.

9. The City represents, without warranty, that it will endeavor to complete its work under this Agreement according to the estimated time frame listed on **Schedule 1**. The City specifically represents that a portion of the time frame concerns TDOT approval and permitting processes; the City will use reasonable efforts to obtain said approvals and permits, but the City makes no warranty regarding the specific timing of said approvals and permits.

10. The new access and connector drive will be completed prior to any changes to the existing entrance to Lot 1 from SR 99 / New Salem Highway pursuant to Section 1 of this Agreement. The City hereby covenants and agrees that its construction work will be planned and accomplished so as to minimize disruption to the Tenant's business upon Lot 1 and that access between Lot 1 and SR 99/ New Salem Highway shall be maintained at all times during the construction of the work contemplated by this Agreement.

11. The City agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to Landowner and Tenant. Further, the liability limits of this insurance shall not be less than the exposure and limits of the City's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. In addition, the City shall require that any contractor of the City that performs any work on Lot 1 and/or Lot 2, including any installation, maintenance, or operation of improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming Landowner and Tenant as additional insureds.

12. Pursuant to Tennessee Attorney General Opinion 93-01, the City shall not indemnify, defend, or hold harmless in any fashion Landowner or Tenant for any claims arising

from any failure of the City in performance of this Agreement. Landowner and Tenant each acknowledge that their exclusive remedies shall be as provided in this Agreement and as may otherwise be available at law or equity in the State of Tennessee.

13. The City covenants and agrees that in the event any mechanic's or materialmen's lien shall be filed against Lots 1 and/or 2 based upon any act or interest of the City or of anyone claiming through the City as a result of the City's construction activities upon the Lots 1 and/or 2 pursuant to this Agreement, the City shall forthwith take such action to have such lien released by bonding, deposit or payment as will remove or satisfy said mechanic's lien within thirty (30) days after the City has received notice of such lien or liens. In the event the City fails to do so, either Landowner or Tenant may pay the amount of such mechanic's lien, or discharge the same by deposit, the amount so paid or deposited, with interest thereon, shall be reimbursed by the City promptly upon Landowner's or Tenant's written demand for such reimbursement.

14. Nothing contained in this Agreement shall be deemed to create any implied easements not otherwise expressly provided for herein. This Agreement is not intended, and shall not be construed, to dedicate all or any portion of Lot 1 or Lot 2 to any governmental authority or grant any rights to the public in general.

15. Any and all notices required under this Agreement shall be deemed to be properly served if delivered in writing personally, or sent by certified U.S. mail with return receipt requested, or by nationally recognized overnight delivery service, pre-paid, for overnight delivery with receipt requested to the address for such party set forth below, or to any subsequent address which the City, Landowner, or Tenant may designate in writing for such purpose. Any notice required under this Agreement shall be deemed to have been delivered and received on the date of actual receipt, or if receipt is refused, then (i) one (1) business day following deposit with such nationally recognized overnight courier, (ii) five (5) business days after deposit in the U.S. mails by certified mail, return receipt requested, and/or (iii) on the date of delivery or refusal if by hand delivery.

If to Tenant:	Thorntons LLC,
	2600 James Thornton Way
	Louisville, Kentucky 40245
	Attention: Chief Development Officer – Legal Notice Enclosed
With a Copy To:	Thorntons LLC, 2600 James Thornton Way

	Louisville, Kentucky 40245 Attention: Chief Legal Officer – Legal Notice Enclosed
If to Landowner:	Richard Mark Hutchinson and Cynthia Scott Hutchinson 2102 Stillwell Court, Murfreesboro, TN 37130 Email: hutch7316@aol.com
With a Copy To:	Larry K. Tolbert, Attorney 425 W. College Street Murfreesboro, TN 37130 Email: ltolbert@tolbert-law.com
If to City:	City of Murfreesboro 111 W. Vine Street Murfreesboro, TN 37130
With a Copy To:	David A. Ives, Deputy City Attorney Legal Department 111 W. Vine Street. Murfreesboro, TN 37130

16. The parties expressly reserve the right to modify or terminate the provisions of this Agreement in their sole discretion; provided, however, this Agreement may only be so modified, amended, changed, supplemented, or terminated by a written document entered into and executed by the City, Landowner, and Tenant, including their respective successors and assigns.

17. Failure or refusal to exercise any rights in this Agreement shall not be a waiver of any kind, and no waiver is valid unless executed in writing by the parties.

18. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities, and obligations of the parties as to a new, specifically defined legal relationship.

19. This Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the parties have mutually agreed. This Agreement supersedes any prior agreements between the parties concerning the subject

matter hereof and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect.

20. This Agreement shall be interpreted and construed in accordance with the laws of the State of Tennessee, and any dispute with respect to it and the rights and duties thereby created shall be litigated in a state court of competent jurisdiction in Rutherford County, Tennessee or, in the event of a federal question only, the U.S. District Court for the Middle District of Tennessee.

21. In the event of any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover from the unsuccessful party its costs and reasonably attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

22. Each provision of this Agreement and the application thereof are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

23. Each party shall execute and deliver such further documents and instruments and take such further action as may be reasonably requested by another party and as is consistent with the provisions of this Agreement in order to accomplish the purpose and intent of this Agreement.

24. Except as may otherwise be expressly referred to herein, the parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto, their successors, assigns, tenants and subtenants.

25. Time shall be of the essence of this Agreement and each and every term and condition hereof.

26. All terms, conditions and covenants contained herein shall be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

27. Wherever used in this Agreement, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

28. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same Agreement. This Agreement shall be deemed to be effective as of the date of

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signature by the last party to sign, provided that this Agreement shall be of no force or effect until affirmatively approved by the Murfreesboro City Council.

#### LANDOWNER

## TENANT

THORNTONS LLC

By \_\_\_\_

Rodney Loyd, Vice President Date \_\_\_\_\_

Richard Mark Hutchinson Date \_\_\_\_\_

Cynthia Scott Hutchinson Date \_\_\_\_\_

## CITY OF MUFREESBORO

By Shane McFarland, Mayor Date \_\_\_\_\_

## ATTEST

By\_

Melissa Wright, City Recorder

## APPROVED AS TO FORM

By \_\_\_\_\_

Adam F. Tucker, City Attorney

Approved by Murfreesboro Planning Commission

Approved by Murfreesboro City Council

#### EXHIBIT A

#### **LEGAL DESCRIPTION OF LOT 1**

#### TRACT 1:

BEGINNING at a steel pin in the south line of Old Fort Parkway N 85° 27' E, 125.0 feet along said south line from the east line of State Route No. 99; thence N 85° 27' E, 101.0 feet along said south line to a point; thence S 3 ° 31' W, 206 feet to a point in the north line of January Court; thence westward 54 feet along said north line to a steel pin at Vaughters northeast corner; thence N 58° 15' W, 21.2 feet along Vaughter's north line to a steel pin; thence N 87° 08' W 37.7 feet along said north line to a steel pin; thence N 3° 31' E, 211.9 feet to the point of beginning, being an area of 21,400 square feet.

This demised property is subject to the minimum building setback line of 25 feet from Old Fort Parkway and State Route No. 99; a 10 foot screening easement along the south property line and a 30 foot public utility and drainage easement along the north side of said property.

#### **TRACT 2:**

BEGINNING at the intersection of the east right-of-way line of State Route No. 99 or Salem Pike and south right-of-way line of Memorial Boulevard; thence N 85° 27' E. 125.0 feet to a point in Hutchinson's south line; thence N 87° 08' W. 123.8 feet along said south line to a steel pin in the east line of State Route No. 99; thence N 3° 31' E. 193.2 feet along said east line to the point of the beginning; being an area of 0.575 acre, and being the westerly most lot in a proposed development fronting on the south side of Memorial Boulevard and the eastern side of State Route 99, to be known and designated as Westgate Center, a small community shopping area.

This demised property is subject to the minimum building setback line of 25 feet from Memorial Boulevard and State Route #99; a 10' screening easement along the south property line and a 30' public utility and drainage easement along the north side of said property.

#### **TRACT 3:**

Being known and designated as 1018 Ordway Street, and being known as Lot No. 5 in the plat prepared by John D. Kerr, and designated as Westlawn Heights Addition to the City of Murfreesboro, Tennessee, and which plat is of record in Deed Book 97, page 16, of said Register's Office. Said Lot No.5 fronts 65 feet on the west side of Ordway Avenue, and runs back approximately 161.1 feet parallel lines, and being bounded on the North by Lot No.6;

and on the South by Lot No.4. This property being designated as PARCEL NO.5, BLOCK NO. 12, as shown on the Property Map of McFadden Urban Renewal Project Tenn. R-108

## **LEGAL DESCRIPTION OF LOT 2**

Being all of Lot No.1, Final Plat, Combination of Lots 1, 2, 3, & 4, PENCIL MILL HILL ADDITION SUBDIVISION, according to plat and survey of same appearing of record in Plat Book 35, page 248, Register's Office of Rutherford County, Tennessee, to which plat reference is hereby made for a more complete and accurate description of said lot.

Being a portion of the same property conveyed to Wendell T. Jones and wife, Karen B. Jones, by deeds of record in Record Book 840, page 1163, Deed Book 587, page 828, and Deed Book 653, page 505, Register's Office of Rutherford County, Tennessee.

This is unimproved property known as 107 January Street, Murfreesboro, Tennessee 37129.





# EXHIBIT A-1

# **GENERAL DEPICTION OF LOTS 1 & 2 (CURRENT)**



## EXHIBIT B

# GENERAL DEPICTION OF PROPOSED CITY-CONSTRUCTED IMPROVEMENTS







# SCHEDULE 1

		<u>Total Time</u>
Process/Benchmark	Estimated Time	<u>(weeks)</u>
Engineering/ Surveying Proposal (approval @ Council)	30 days	
Survey	2-4 weeks	8
Plan	4 weeks	12
Owner/Tenant Review	2 weeks	14
Planning Commission Approval	4 weeks	18
TDOT Approval	6 weeks	24
Contractor Selection	2 weeks	26
TDOT Permitting	2 weeks	28
Project Work	3-5 weeks	33
*Closure of Existing Tenant Ramp/Access	10 days	
Project Closeout	2 weeks	35
Total Project Timeline: 30-3	6 weeks	

\*Included in time for Project Work

 $\frac{MILLER}{PHONE} \frac{1}{7} \frac{MCCOY}{MCOY}, \frac{INC}{INC}$ 

November 17, 2020

Jim Luebbering Project Engineer City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130

Re: Professional Services Wash N Roll to Thorntons Driveway Design

Dear Jim:

Miller-McCoy Inc. is pleased to submit this proposal to provide the following Professional Services for the referenced project. Our scope of services and fees are listed below:

#### PROJECT SCOPE:

This project consists of obtaining City and TDOT permits for the modification of Thorntons's entrance, a new entrance for Wash N Roll and a new driveway between these two entrances, all located along New Salem Road.

#### TASKS:

- 1. <u>Field Survey</u> All existing items required for the design will be field located and provided in AutoCAD .dwg file.
- 2. <u>Entrance and Driveway Design</u> Plans will be prepared in accordance with TDOT and City standards. These plans will include:
  - Modification of Thortons's entrance to right in / right out
  - New full access entrance for Wash N Roll
  - Driveway connection between these two entrances

#### **SERVICES NOT INCLUDED:**

- 1. Geotechnical Survey
- 2. ALTA Survey
- 3. Traffic Study
- 4. City Meetings in person
- 5. Access Easement Agreement
- 6. Construction Geotechnical & Materials Testing
- 7. Construction Layout
- 8. As-built drawings, surveys, or right of way staking

#### FEES:

Task 1 – Survey:	\$ 2,000
Task 2 - Roadway Design & Approvals:	\$ 9,000
TOTAL	\$ 11,000

Direct reimbursable expenses such as reproductions, prints for contractors, city, permit fees, travel and subsistence, etc. will be billed at cost.

Additional services (in addition to services listed in Items 1-2 of this proposal) and services during construction to be based on an hourly rate. See enclosed hourly rates. Appendix A attached hereto is made a part of this agreement as if herein written. If the above is agreeable please return one executed copy to us.

Estimated Schedule:

- 1. Survey: 3 weeks after acceptance of this proposal
- 2. Design: 1 week after survey received
- 3. City and TDOT approval: 6 months after submittal

Sincerely,

MILLER-McCOY, INC.

Richard Wayne McCoy

R. Wayne McCoy, P.E. President

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

Title:

Date:

# COUNCIL COMMUNICATION

## Meeting Date: 1/07/2021

Item Title:	Contract with TDOT for FY21 Operating Assistance	

**Department:** Transportation (Rover)

**Presented by:** Russ Brashear, Assistant Transportation Director

**Requested Council Action:** 

Ordinance	
Resolution	
Motion	$\boxtimes$
Direction	
Information	

## Summary

Securing transit system operating funds from TDOT for FY21.

## Staff Recommendation

Approve Contract Project 75UROP-S3-014 with the TDOT for \$825,800 in FY21 operating funds.

## **Background Information**

Each year the State allocates funding from the Urban Operating Assistance Program (UROP) to assist transit systems across the State. These funds supplement the systems' operating budget in addition to federal funds that are provided for transit operations.

Currently, the City's transit system costs are fully funded by Federal CARES Act funding. UROP funds allocated to the City will supplement CARES Act funds during FY21.

## **Council Priorities Served**

## Strong and Sustainable Financial and Economic Health

Use of federal and state funds benefits the City by reducing the amount of City revenues that must be used for transit-related expenses.

## **Fiscal Impacts**

Transit operations are fully funded by state and federal grants, which are appropriated budgeted in the FY21 Budget.

## Attachments:

- 1. Award Notification Letter
- 2. Award Notification Contract DG-21-65967-01 (Project #75UROP-S3-014)



## STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION

DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES SUITE 1200, JAMES K. POLK BUILDING 505 DEADERICK STREET NASHVILLE, TENNESSEE 37243-1402 (615) 741-2781

CLAY BRIGHT COMMISSIONER BILL LEE GOVERNOR

December 10, 2020

Russ Brashear, Assistant Transportation Director City of Murfreesboro 111 West Vine Street Murfreesboro, Tennessee 37130

RE: City of Murfreesboro – Request to Review / Sign Draft Contract TDOT Project No.: 57UROP-S3-014 \$825,800.00

Dear Mr. Brashear,

Enclosed is a draft contract for the above-referenced grant project. If corrections are required, please send a return email with the highlighted changes on the draft (**modifications can only be made to text in red**). However, if the contract meets the agency's approval, please print the .pdf version and obtain the appropriate signatures.

Please send the digital files of the draft contracts via email to <u>Mary.Probst@tn.gov</u>, and copy <u>TDOT.MultiModalAdmin@tn.gov</u>.

If you have any questions, please do not hesitate to contact this Office.

Sincerely, Mary A. Probst

Mary A. Probst Transportation Program Monitor 2 <u>Mary.Probst@tn.gov</u> (615) 532-6577

Enclosure

c: Matthew Cushing TDOT Finance, electronic copy grant contract Project file, w/ signed original contract



**GOVERNMENTAL GRANT CONTRACT** (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Dat		End Dat	e	Agency	Tracking #	Edison ID
7/	/1/2020	1	2/31/2021 40100-19220			65967
Grantee L	egal Entity Name					Edison Vendor ID
City of Murfreesboro 4110					4110	
Subrecipi	Subrecipient or Contractor CFDA #					
Subrecipient						
C C	Contractor Grantee's fiscal year end June 30					
Service C	aption (one line or	nly)				
SFY 202	21 Urban Opera	ting Ass	istance Program	(UROP	) - Operating As	sistance
Funding -			1			
FY 2021	State \$825,800.00	Federal	Interdepart	mental	Other TO	DTAL Grant Contract Amount \$825,800.00
2021	\$623,800.00					<i>4023,800.00</i>
	<b>.</b>					•••••
TOTAL:	\$825,800.00		\$825,800.00			
						+
Grantee S	Selection Process	Summary	·			
	Selection Process	Summary	1	ribe the co	mpetitive selection	
			Desc	only fun		process used. mula using urban area
Comp	competitive Selection competitive Select fficer Confirmatio tion from which obli to be paid that is no	ction n: There gations he	Descr State popu is a balance in the ereunder are	only fun	ds awarded by for urban area opera	process used. mula using urban area
Comp	competitive Selection competitive Select fficer Confirmatio tion from which obli to be paid that is no	ction n: There gations he	Descr State popu is a balance in the ereunder are	only fun	ds awarded by for urban area opera CPO U	process used. mula using urban area ting assistance.

#### GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND CITY OF MURFREESBORO

This grant contract ("Grant Contract"), by and between the State of Tennessee, State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of Operating Assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

#### A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize UROP funds for operating assistance to support core urban fixed route transit service and complementary demand response service.
- A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.
- A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.
- A.5. Funds made available for the UROP program are based on populations reported in the 2010 census.
- A.6. <u>Incorporation of Additional Documents</u>. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

#### B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2020 ("Effective Date") and ending on December 31, 2021, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

#### C. PAYMENT TERMS AND CONDITIONS:

C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed Eight Hundred Twenty-five Thousand, Eight Hundred Dollars and No Cents (\$825,800.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant

Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. <u>Compensation Firm</u>. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. <u>Payment Methodology</u>. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation Multimodal Transportation Resources Division 505 Deaderick Street – James K. Polk Building, Suite1200 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Tennessee Department of Transportation, Multimodal Transportation Resources Division.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
  - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of

service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract is a continuation of a previous contract and partial dollars were paid in the previous grant/contract, this grant/contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.
- C.6. <u>Budget Line-item:</u> Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.
  - a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
    - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. <u>Payment of Invoice</u>. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. <u>Non-allowable Costs</u>. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. <u>State's Right to Set Off.</u> The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

#### D. STANDARD TERMS AND CONDITIONS:

- D.1. <u>Required Approvals</u>. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. <u>Modification and Amendment</u>. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. <u>Subcontracting</u>. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. <u>Communications and Contacts</u>. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

A Randolph, Transportation Program Monitor 1 Tennessee Department of Transportation Multimodal Transportation Resources Division James K. Polk Building, Suite 1200 505 Deaderick Street Nashville, Tennessee 37243 R.A.Randolph@tn.gov Telephone # (615) 532-7834

The Grantee:

Russ Brashear, Assistant Transportation Director City of Murfreesboro 111 West Vine Street Murfreesboro, Tennessee 37130 rbrashear@murfreesborotn.gov Telephone Number: (615) 893-6441 FAX Number: (615) 849-2606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. <u>Subject to Funds Availability</u>. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall

cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. <u>Nondiscrimination</u>. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>HIPAA Compliance</u>. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
  - a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. <u>Public Accountability</u>. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. <u>Records</u>. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control -Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. <u>Monitoring</u>. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. <u>Annual and Final Reports</u>. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that

describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. <u>Procurement</u>. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. <u>Independent Contractor</u>. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract

(including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

#### D.26. Reserved.

D.27. <u>State Interest in Equipment or Motor Vehicles</u>. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee by the

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in

whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: <u>http://www.ecfr.gov/cgi-bin/text-</u>idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\_main\_02.tpl
- D.29. <u>Governing Law</u>. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. <u>Confidentiality of Records</u>. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

#### E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. <u>Printing Authorization</u>. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. <u>Environmental Tobacco Smoke</u>. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. <u>Personally Identifiable Information</u>. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or

use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

#### E.6. T.C.A. Section 13-10-107 Compliance.

- Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and

- Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.7. <u>Match/Share Requirement.</u> A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.8. <u>Reimbursements to Reflect Match/Share</u>. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.9. <u>No Retainage Allowed</u>. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.10. <u>Ban on Texting While Driving</u>. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
  - a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
  - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

#### IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE MCFARLAND, MAYOR

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

ADAM TUCKER, CITY ATTORNEY APPROVED AS TO FORM AND LEGALITY

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TDOT PROJECT NO .: 75UROP-S3-014 DGA NO.: DG21-65967-01

**DEPARTMENT OF TRANSPORTATION:** 

**CLAY BRIGHT, COMMISSIONER** 

JOHN REINBOLD, GENERAL COUNSEL APPROVED AS TO FORM AND LEGALITY DATE

DATE

#### ATTACHMENT ONE

#### UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT	\$825,800.00	\$0.00	\$825,800.00	\$525,800.00	\$1,351,600.00
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
63.5x.xx - Rural Technical Assistance Program					
xx.xx.xx - Other					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$825,800.00	\$0.00	\$825,800.00	\$525,800.00	\$1,351,600.00

#### GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: OPERATING	State	Federal	Grant Contract	Grantee	Total Project
30.00.00 Operating Assistance - TDOT	\$825,800.00	\$0.00	\$825,800.00	\$525,800.00	\$1,351,600.00
TOTAL	\$825,800.00	\$0.00	\$825,800.00	\$525,800.00	\$1,351,600.00

#### ATTACHMENT TWO

#### **Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent?	Yes		No			
If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.						
Is City of Murfreesboro a child?	Yes		No			
If yes, complete the fields below.						
Parent entity's name:						
Parent entity's tax identification number:						

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager 3<sup>rd</sup> Floor, WRS Tennessee Tower 312 Rosa L Parks Avenue Nashville, TN 37243

Parent entity's contact information

	Name of primary contact person:
	Address:
	Phone number:
	Email address:
Parent	entity's Edison Vendor ID number, if applicable:

# **COUNCIL COMMUNICATION**

#### Meeting Date: 01/07/2021

Item Title:	Airport Commission		
Department:	Administration		
Presented by:	Mayor		
<b>Requested</b> Cour	ncil Action:		
	Ordinance		
	Resolution		
	Motion	$\boxtimes$	
	Direction		
	Information		

#### Summary

Appointment to the Airport Commission.

#### **Background Information**

The Airport commission oversees the operations, maintenance, and leasing arrangements of the Murfreesboro Airport. The commission consists of seven members with two ex-officio members for three-year terms. There is one appointment for approval with the term expiration of February 28, 2024.

#### **Council Priorities Served**

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

## **Fiscal Impacts**

There is no fiscal impact related to the appointment.

#### **Attachments:**

Memo from Mayor McFarland



. . . creating a better quality of life.

January 7, 2021

Members of City Council

# **RE: Recommended Appointment – Airport Commission**

As an item for the Council Agenda, I am recommending the following appointments to the Airport Commission.

# Appointments

Mrs. Lynn Lien term expires February 28, 2024

Sincerely,

Shame Mitaland

Shane McFarland Mayor