

MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
January 21, 2021

PRAYER

Vice Mayor Madelyn Scales-Harris

PLEDGE OF ALLEGIANCE

Ceremonial Items

STARS Award: Cody Bell and Adam Todd

Consent Agenda

1. WeeCare Daycare Kitchen and Laundry Renovation Design Services (Community Development)
2. Community Investment Program Funds Transfer (Finance)
3. Asphalt and Concrete Purchase Report (Street)
4. Main Street Banner Request to Hang Across East Main Street (Street)
 - a. Central Magnet School PTO from February 17 – 27, 2021
 - b. Stones River Craft Association from November 12- 21, 2021
5. Commercial Painting Inc. Contract Change Order No. 2 (Water Resources)
6. MWRD Operations & Maintenance - Truck Purchase (Water Resources)

Minutes

7. Approval of City Council Minutes September 11- October 24, 2019 (City Recorder)

New Business

Resolution

8. Resolution 21-R-04: Policies and Procedures for Art Displayed on City Property (Community Services)
9. Resolution 21-R-05: Charter Amendment Creating Community Investment Trust Fund (Legal)

Land Use matters

Ordinance

10. Amending the Zoning Ordinance for Board of Zoning Appeals (BZA) Member Compensation (Planning)
 - a. Public Hearing: Amending Zoning Ordinance
 - b. Ordinance 20-O-46
 - c. Resolution 20-R-29: Setting monthly compensation

11. Planning Commission Recommendations to Schedule Public Hearings (Planning)

On Motion

12. Sewer Allocation Variance-2435 S Church St – Popeyes (Development Services)
13. Sewer Allocation Variance-2901 S Church St Development (Development Services)
14. Sewer Allocation Variance-MTSU Campus (Development Services)
15. Agreement with CMH Architects, Inc. (Parks & Recreation)
16. Purchase Replacement Transit Buses (Transportation)
17. Interchange Lighting contracts with TDOT for I-24, Joe B. Jackson, I-840, and Veterans Parkway (Transportation)
18. Westpoint-Sect. 3 Water Main Upsizing Participation (Water Resources)
19. TDOT Salem Hwy – Contract Supplements (Water Resources)

Licensing

Board & Commission Appointments

20. Reappointment to the Airport Commission (Mayor)

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: WeeCare Daycare Kitchen and Laundry Renovation Design Services

Department: Community Development

Presented by: Helen Glynn, Assistant Director of Community Development

Requested Council Action:

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

Summary

Contract for the design of the WeeCare Daycare Kitchen and Laundry Renovation.

Staff Recommendation

Approval of the professional services contract with CMH Architects in the amount of \$10,260.

Background Information

Staff requested a proposal from CMH Architects to provide the City with a design and conceptual budget for the kitchen and laundry renovation at WeeCare Daycare. This is a nonstructural renovation to a City-owned facility which will enhance safety and ADA standards for the facility users in the kitchen and pantry area. The pantry area will be renovated to include washer and dryer connections, along with shelving. The kitchen area is slated to receive new flooring, cabinets, and appliances. The construction costs are preliminarily estimated at \$55,000 and will be bid in late February. The design for this project is consistent with CDBG guidelines.

Council Priorities Served

Maintaining public safety

These improvements will maintain a safe public facility for the community and the WeeCare Daycare program.

Fiscal Impact

The primary funding source for this design contract will come from the Community Development Block Grant (CDBG).

Attachments

Professional Services Contract for WeeCare Daycare Kitchen and Laundry Renovation.

~~December 18, 2020~~ **REVISED December 28, 2020**

Ms. Kayla Walker
Director, Project Development
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130

RE / Design & Bid/Construction Documents
WeeCare Daycare Kitchen & Laundry Renovation
Murfreesboro, Tennessee
CMH Project No. 1751/A2

Dear Kayla:

In follow up to our conversations, emails, and onsite tour of the facility, we appreciate the opportunity to continue our partnership with the City and to present this proposal for the WeeCare Daycare kitchen renovation.

I. PROJECT SCOPE

This project consists of a nonstructural renovation of the existing kitchen and storage room within the existing daycare facility building. Scope will include new cabinets and countertops; appliances; floor finishes; wall and ceiling paint; new washer/dryer with connection and vent; lighting; and other incidental updates associated therewith.

Scope of services will include bid/construction documents and a preliminary conceptual budget.

II. FEE BASIS

Estimated construction costs were preliminarily noted as approximately \$55,000.

Proposed Fee basis: lump sum of **\$10,260**.

Services typically consist of the following phases and documents:

- Design/Pricing Document Phase: 25% of overall fee basis above.
- Construction Documents: 50% of overall fee basis above.
- Bidding/Negotiation Phase: 5% of overall fee basis above.
- Construction Administration Phase: 20% of overall fee basis above.

~~Design & Construction Administration Trips can be provided on a per diem basis of \$1,200 per consultant per day plus expenses.~~

III. THE SERVICES AND FEES NOTED ABOVE ASSUME THE FOLLOWING:

- A. The project will be issued as a single bid/construction package.
- B. We understand the Owner may elect to bid this project to a small number of prequalified General Contractors.
- C. To the best of our ability, we will identify current codes and ordinances applicable to this project, in effect at the time the documents are prepared; and communicate with those officials charged with enforcing the applicable codes and ordinances to identify and incorporate the requirements of those codes and ordinances into the Contract Documents. Because all codes and ordinances are subject to interpretation, CMH does not make any warranties that the Architect's interpretation shall not be modified, overruled or changed by code officials.
- D. Detailed fire suppression and fire alarm system design is excluded from our services and is to be procured on a design/build basis, using the design criteria and general

requirements set forth in the Construction Documents. The sprinkler and fire alarm contractors shall prepare the detailed design and the contractor's engineers shall be the Engineers of Record.

- E. Reimbursable Expenses shall include travel cost and printing and shall be invoiced at 1.1 times actual cost.
- F. Mileage Expenses shall be invoiced at the current approved IRS rate.
- G. The Architect's invoices shall be issued monthly, based on the work completed at the end of each month, consistent with the percentages for each design phase listed above. During construction, the Architect's invoices shall generally be issued to coincide with the Request for Payment Schedule as established. Invoices for services are due and payable upon receipt and if unpaid after sixty (60) days will bear interest at the prime rate + three percent (3%). Expenses for collection of unpaid invoices including legal costs will be paid by Owner.
- H. This proposal is based on our understanding of the Scope of Services as outlined herein above. If the scope of the project should change, the fee is to be equitably adjusted.
- I. The Architect and his consultants shall maintain professional licenses in the State of Tennessee as required for Services in connection with this project.
- J. Architectural Services do not include expenses or services to provide for any soil testing or investigation; payment of permit application fees; costs of boundary, topographic and as-built surveys; costs for preparation or presentation of documents regarding PUD applications, variances or rezoning.
- K. The Architect's services shall not be involved with any hazardous materials which might exist at the site. It is further understood that any such hazardous materials will be identified and abated as required by applicable laws and regulations through direct contract with the Owner.
- L. This proposal is based on services commencing within 3 months from the date of this proposal. If the project is delayed beyond this schedule, fees would be subject to adjustment.
- M. Any site visits provided by the Architect or our consultants are for general observation and not intended to include continuous or special inspections as may be required by IBC Chapter 17.
- N. CMH shall maintain errors & omissions insurance with coverage of at least \$1,000,000 per claim. In addition, CMH shall procure and maintain workers' compensation insurance in accordance with applicable state law requirements and general liability and auto insurance with coverage of at least \$1,000,000 per claim. CMH shall provide the City with proof of all required insurance upon request.
- O. This Agreement shall be governed by the law of the State of Tennessee.
- P. Any changes to this Agreement, the scope of services, or CMH's fees or other compensation shall be by written instrument signed by authorized representatives of the City and the City.
- Q. Services provided by CMH in connection with any project subject to this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

We appreciate the opportunity to provide this proposal and look forward to many successful projects with the City. If you should have any questions, please contact us; and if the proposal meets with your approval, please so indicate by executing below and return the original for our files, which will also serve as our formal authorization to proceed.

Sincerely,

CMH ARCHITECTS, INC.

A handwritten signature in black ink, appearing to read 'Blake Nelson', with a long horizontal line extending to the right.

Blake Nelson, NCARB, LEED AP
Senior Vice President

:bn

Copy: Joan Parker

ACCEPTED BY: _____

CLIENT ENTITY NAME

Signature: _____

Printed Name: _____

Title: _____

Date: _____

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Community Investment Program Funds Transfer

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

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

Summary

Notification to Council of City Manager approved Community Investment Program (CIP) funds transfer.

Background Information

Funding for capital improvement projects is provided through borrowing. Funds are allocated to projects in the CIP that is approved annually by Council. Reallocation of these funds sometimes becomes necessary when circumstances change. Requests for CIP Funds Transfers are submitted to the City Manager for approval and then placed on the Consent Agenda to serve as notification to Council. The following CIP Funds Transfer has been approved:

Fire Alerting System

Transfer \$7,671 from Police IT Replacements to Fire Alerting System.

Council Priorities Served

Responsible budgeting

CIP Fund Transfers reallocate available resources in an efficient manner after receiving City Manager approval.

Fiscal Impact

The transfer within the CIP Funds will have no effect on the CIP Funds balance.

Attachments

CIP Funds Transfer Request – 2019 Loan



CIP Funds Transfer Request

Mr. Tindall:

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

CIP Loan 2019 Loan

Transfer CIP funds from:

Police IT Replacements \$ (7,670.80)


Transfer CIP funds to:

Fire Alerting System \$ 7,670.80

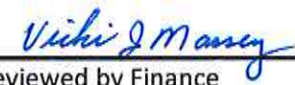
TOTAL TRANSFER \$ (7,670.80)

TOTAL TRANSFER \$ 7,670.80

Explanation: 10 new computers are needed for the Fire Alerting System. New computers will meet the audio
requirements for the automated voice features of the system. There are funds available in the Police IT
Replacements line item. After this transfer the remaining balance will be \$5,643.70.


Budget Director Signature


1-6-21
Date


Reviewed by Finance

1-6-21
Date

Approved




City Manager

Declined



1-6-21
Date

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

COUNCIL COMMUNICATION

Meeting Date: 01/21 /2021

Item Title: Asphalt and Concrete Purchase Report

Department: Street

Presented by: Raymond Hillis

Requested Council Action:

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

Summary

Report of asphalt and concrete purchases.

Staff Recommendation

The asphalt and concrete purchase report, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

Background Information

Purchases of asphalt and concrete are made throughout the month and reported with Street Department construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement.

Pursuant to the City Code, § 2-10(E)(7) A purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

Council Priorities Served

Responsible budgeting

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

Maintain public safety

Maintaining the functionality and safe drivability of roadways focuses on public safety and customer service.

Fiscal Impacts

Purchases are within with the amount listed in FY21 Budget. Asphalt purchases are budgeted at \$55,000 and concrete purchases are budgeted at \$25,000 for FY21.

Attachments

Asphalt and Concrete Purchases Report

STREET DEPARTMENT ASPHALT PURCHASES FY 21

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/17/2020	Hawkins	307A 64/22	\$ 55.38	1.16	\$ 64.24	\$ 64.24
7/21/2020	Hawkins	Fine Binder Mix	\$ 61.57	2.15	\$ 132.38	\$ 196.62
7/22/2020	Hawkins	411E Mix	\$ 64.45	0.98	\$ 63.16	\$ 259.78
7/23/2020	Hawkins	411E Mix	\$ 64.45	1.39	\$ 89.59	\$ 349.37
9/4/2020	Hawkins	411E 64/22	\$ 64.19	0.91	\$ 58.41	\$ 407.78
10/20/2020	Hawkins	411E 64/22	\$ 64.04	13.00	\$ 832.52	\$ 1,240.30
10/27/2020	Hawkins	Fine Binder Mix	\$ 61.20	8.95	\$ 547.74	\$ 1,788.04
11/2/2020	Hawkins	411E 64/22	\$ 63.85	17.96	\$ 1,146.75	\$ 2,934.79
11/12/2020	Hawkins	307BM 64/22	\$ 59.48	1.00	\$ 59.48	\$ 2,994.27
12/21/2020	Hawkins	411E 64/22	\$ 63.56	2.13	\$ 135.38	\$ 3,129.65

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/31/2020	Blue Water	E Mix 64-22	\$ 78.00	2.03	\$ 158.34	\$ 158.34
8/14/2020	Blue Water	E Mix 64-22RP	\$ 75.00	7.27	\$ 545.25	\$ 703.59
8/18/2020	Blue Water	E Mix 64-22RP	\$ 75.00	2.22	\$ 166.50	\$ 870.09
8/21/2020	Blue Water	E Mix 64-22	\$ 78.00	18.21	\$ 1,420.38	\$ 2,290.47
8/25/2020	Blue Water	D 64-22RP	\$ 83.00	5.16	\$ 428.28	\$ 2,718.75
8/26/2020	Blue Water	E Mix 64-22	\$ 78.00	8.28	\$ 645.84	\$ 3,364.59
8/26/2020	Blue Water	E Mix 64-22	\$ 78.00	5.19	\$ 404.82	\$ 3,769.41
9/3/2020	Blue Water	E Mix 64-22	\$ 78.00	7.74	\$ 603.72	\$ 4,373.13
10/16/2020	Blue Water	E Mix 64-22	\$ 78.00	7.19	\$ 560.82	\$ 4,933.95
11/18/2020	Blue Water	BM Mix 64-22RP	\$ 65.00	5.09	\$ 330.85	\$ 5,264.80
11/23/2020	Blue Water	BM Mix 64-22RP	\$ 65.00	3.63	\$ 235.95	\$ 5,500.75
11/24/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	2.26	\$ 169.50	\$ 5,670.25
11/25/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	2.58	\$ 193.50	\$ 5,863.75
11/25/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	13.43	\$ 1,007.25	\$ 6,871.00
12/14/2020	Blue Water	E Mix 64-22	\$ 78.00	7.03	\$ 548.34	\$ 7,419.34

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/7/2020	Vulcan	411E PG 64-22	\$ 65.30	2.00	\$ 130.60	\$ 130.60
7/13/2020	Vulcan	411E PG 64-22	\$ 65.30	1.23	\$ 80.32	\$ 210.92
7/14/2020	Vulcan	411E PG 64-22	\$ 65.30	1.54	\$ 100.56	\$ 311.48
7/15/2020	Vulcan	411E PG 64-22	\$ 65.30	1.08	\$ 70.52	\$ 382.00
7/16/2020	Vulcan	411E PG 64-22	\$ 65.30	1.10	\$ 71.83	\$ 453.83
7/20/2020	Vulcan	411E PG 64-22	\$ 65.30	1.16	\$ 75.75	\$ 529.58
7/29/2020	Vulcan	411E PG 64-22	\$ 65.30	12.37	\$ 807.77	\$ 1,337.35
7/30/2020	Vulcan	411E PG 64-22	\$ 65.30	4.83	\$ 315.40	\$ 1,652.75
8/5/2020	Vulcan	307BM PG 64-22	\$ 56.80	12.48	\$ 708.86	\$ 2,361.61
8/6/2020	Vulcan	411E PG 64-22	\$ 65.23	13.42	\$ 875.39	\$ 3,237.00
8/7/2020	Vulcan	411E PG 64-22	\$ 65.23	9.13	\$ 595.55	\$ 3,832.55
8/24/2020	Vulcan	411E PG 64-22	\$ 65.23	6.70	\$ 437.04	\$ 4,269.59
8/26/2020	Vulcan	411E PG 64-22	\$ 65.23	9.05	\$ 590.34	\$ 4,859.93
9/23/2020	Vulcan	411E PG 64-22	\$ 65.05	2.23	\$ 145.07	\$ 5,005.00
10/14/2020	Vulcan	307BM PG 64-22	\$ 56.56	17.94	\$ 1,014.69	\$ 6,019.69
10/14/2020	Vulcan	307BM PG 64-22	\$ 56.56	18.06	\$ 1,021.47	\$ 7,041.16
10/14/2020	Vulcan	411E PG 64-22	\$ 64.91	2.03	\$ 131.77	\$ 7,172.93
10/19/2020	Vulcan	307BM PG 64-22	\$ 56.56	8.00	\$ 452.48	\$ 7,625.41
10/20/2020	Vulcan	411E PG 64-22	\$ 64.91	18.03	\$ 1,170.33	\$ 8,795.74
10/26/2020	Vulcan	411E PG 64-22	\$ 64.91	7.01	\$ 455.02	\$ 9,250.76
10/30/2020	Vulcan	411E PG 64-22	\$ 64.91	7.06	\$ 458.26	\$ 9,709.02
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	13.44	\$ 760.17	\$ 10,469.19
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	2.07	\$ 117.08	\$ 10,586.27
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	18.13	\$ 1,025.43	\$ 11,611.70
11/10/2020	Vulcan	411E PG 64-22	\$ 64.72	1.06	\$ 68.60	\$ 11,680.30
11/13/2020	Vulcan	411E PG 64-22	\$ 64.72	1.06	\$ 68.60	\$ 11,748.90
11/17/2020	Vulcan	411E PG 64-22	\$ 64.72	3.09	\$ 199.99	\$ 11,948.89
11/20/2020	Vulcan	411E PG 64-22	\$ 64.72	3.10	\$ 200.63	\$ 12,149.52

STREET DEPARTMENT CONCRETE PURCHASES FY 21

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/2/2020	Nashville Ready Mix	3000 PSI	\$ 150.00	2		\$ 300.00	\$ 300.00
7/14/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	1.5		\$ 156.00	\$ 456.00
7/15/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	1.5		\$ 156.00	\$ 612.00
7/16/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	2		\$ 208.00	\$ 820.00
7/20/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	3		\$ 315.00	\$ 1,135.00
7/21/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	2		\$ 210.00	\$ 1,345.00
7/22/2020	Nashville Ready Mix	3500 PSI	\$ 106.00	2		\$ 212.00	\$ 1,557.00
7/23/2020	Nashville Ready Mix	3500 PSI	\$ 104.00	2.5		\$ 260.00	\$ 1,817.00
7/24/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	2		\$ 208.00	\$ 2,025.00
7/27/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4.25		\$ 454.75	\$ 2,479.75
7/28/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1.5		\$ 160.50	\$ 2,640.25
8/3/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	1		\$ 105.00	\$ 2,745.25
8/10/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 2,959.25
8/12/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4		\$ 428.00	\$ 3,387.25
8/14/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 3,708.25
8/18/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1		\$ 107.00	\$ 3,815.25
8/27/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 4,136.25
8/19/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 4,350.25
8/31/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	1.5		\$ 157.50	\$ 4,507.75
9/2/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 4,721.75
9/3/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2.5		\$ 267.50	\$ 4,989.25
9/16/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 5,203.25
9/17/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1.5		\$ 160.50	\$ 5,363.75
9/18/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2.5		\$ 267.50	\$ 5,631.25
9/23/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1		\$ 107.00	\$ 5,738.25
10/2/2020	Nashville Ready Mix	3500 PSI	\$ 102.00	3		\$ 306.00	\$ 6,044.25
10/5/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 6,365.25

10/6/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3	\$ 321.00	\$ 6,686.25
10/7/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4.5	\$ 481.50	\$ 7,167.75
10/8/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4	\$ 428.00	\$ 7,595.75
10/12/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4.25	\$ 454.75	\$ 8,050.50
11/4/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1	\$ 107.00	\$ 8,157.50
11/5/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3	\$ 321.00	\$ 8,478.50
11/23/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 118.00	2	\$ 236.00	\$ 8,714.50
12/7/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 118.00	3	\$ 354.00	\$ 9,068.50
12/8/2020	Nashville Ready Mix	35000 PSI w/ accel	\$ 118.00	1	\$ 118.00	\$ 9,186.50
12/17/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	1.5	\$ 166.50	\$ 9,353.00
12/21/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	1	\$ 111.00	\$ 9,464.00
12/22/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 118.00	2	\$ 236.00	\$ 9,700.00
12/29/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	4	\$ 444.00	\$ 10,144.00
12/30/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 110.00	1	\$ 110.00	\$ 10,254.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
11/16/2020	Orgain Ready Mix	Flowable fill	\$ 102.00	8	\$ 816.00	\$ 816.00	
11/19/2020	Orgain Ready Mix	3500 PSI w/ accel	\$ 113.00	2	\$ 226.00	\$ 1,042.00	

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/2/2020	Smyrna Ready Mix	Flowable Fill	\$ 94.00	8	\$ 20.00	\$ 772.00	\$ 772.00
7/31/2020	Smyrna Ready Mix	3500 PSI	\$ 107.00	2	\$ 105.00	\$ 319.00	\$ 1,091.00
8/4/2020	Smyrna Ready Mix	3500 PSI	\$ 111.00	2		\$ 222.00	\$ 1,313.00
9/10/2020	Smyrna Ready Mix	3000 PSI	\$ 105.00	1		\$ 105.00	\$ 1,418.00
10/29/2020	Smyrna Ready Mix	3500 PSI	\$ 108.00	1		\$ 108.00	\$ 1,526.00
11/5/2020	Smyrna Ready Mix	Flowable Fill	\$ 94.00	2.5		\$ 235.00	\$ 1,761.00

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Main Street Banner Request

Department: Street Department

Presented by: Jenny Licsko

Requested Council Action:

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

Summary

Requests from Central Magnet School PTO and the Stones River Craft Association to hang a banner across East Main Street.

Staff Recommendation

Approve banners to be displayed as follows:

1. Central Magnet School PTO from February 17 – 27, 2021 to promote *Super Trivia Bowl*.
2. Stones River Craft Association from November 12- 21, 2021 to promote *Studio Tour*.

Background Information

Central Magnet School PTO has held the Super Trivia Bowl for the past nine years, which helps to promote family involvement and raises funds to supplement the needs of students and teachers. Stones River Craft Assoc. has held the Studio tour for the last 27 years to promote and support local artisans.

These organizations will hang a banner across Main Street at the traditional banner location in front of Central Magnet School. No other requests conflict with these dates.

Council Priorities Served

Establish strong City brand

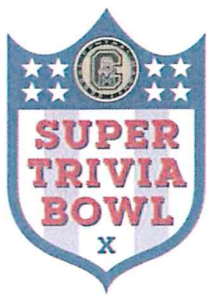
Banners over East Main Street communicates and engages our community in various activities thereby enhancing the City reputation as an active, involved community.

Fiscal Impact

None.

Attachments

1. Letters of request from Central Magnet School PTO.
2. Letter of request from the Stones River Craft Association.



Central Magnet School PTO

701 East Main Street, Murfreesboro, Tennessee, 37130

January 13, 2021

City of Murfreesboro
Jenny Licsko
620 West Main Street
Murfreesboro, TN 37130

Dear Mayor and City Council,

I am reaching out as a representative for Central Magnet School with a request to hang a "Super Trivia Bowl" banner over Main Street in front of the school. Super Trivia Bowl is our signature trivia event held annually for the past nine years. The purpose of the event is to promote family involvement, student voluntarism, and raise funds to supplement the needs of the students and teachers. Super Trivia Bowl "Zoom Edition" is scheduled for February 27, 2021.

I have spoken with Jenny Licsko, and she has indicated that the dates of February 17-27, 2021 are available.

Thank you in advance for your consideration of this request and any return correspondence can be sent to me c/o Central Magnet School PTO, 701 E. Main Street, Murfreesboro, TN, 37130.

Sincerely,

Sarah Woods
PTO Volunteer
Super Trivia Bowl Past Chair

January 12, 2021

City of Murfreesboro

Jenny Licsko

620 West Main Street

Murfreesboro, TN 37130

Dear Mayor McFarland and Murfreesboro City Council,

I am reaching out as a committee member of the Stones River Craft Association, I would like permission to have our approved banner displayed over Main Street in Murfreesboro from November 12 through 21, 2021.

This banner will help draw attention to the annual Studio Tour, which has been a part of Murfreesboro and Rutherford County community events for the last 27 years.

I have been in contact with Ms. Jenny Licsko and she has indicated the dates of November 12 through November 21, 2021 are available.

Thank you in advance for your consideration for this request. Any return correspondence can be sent to me, a committee member of the Stones River Craft Association, via any means listed below.

A handwritten signature in cursive script that reads "Susan Rodehaver".

Susan Rodehaver

Committee Member, Stones River Craft Association

4004 Southridge Blvd., Murfreesboro, TN 37128

615-809-9808

turtlewarepottery@comcast.net

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Commercial Painting Inc. Contract Change Order No. 2

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Change in scope for painting contract at Stones River Water Treatment Plant.

Staff Recommendation

Approve Change Order No. 2 from Commercial Painting, Inc. in accordance with the Commercial Structures and Facilities Painting contract.

Background Information

In December 2018, Staff brought the bids for repainting of the Stones River Water Treatment Plant and Auxiliary Intake Building over the next four years. The approved bidder was Commercial Painting, Inc (CPI). The total project cost for the original contract cost was \$1,126,240. The cost per fiscal year is FY19 - \$224,900, FY20 - \$342,790, FY21 - \$397,200 and FY22 - \$161,350. Change Order 1 was to address issues in the Membrane and Post Treatment floor in the amount of \$27,123 in FY20.

Change Order No. 2 is to address issues with the surface preparation and coating for the center column and rake arm of Basins #3 and #4 that are submerged and to repair a portion of the wall in the pipe gallery. To correct these issues, the cost for the work for the basins is \$7,750 and the work for the wall is \$2,950. The total increase in the contract amount for Change Order No. 2 is \$10,700.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Provides a proper focus on maintenance of the facility thereby increasing the lifespan of the equipment.

Provides a well-maintained facility for customers, students and other visitors.

Fiscal Impacts

The project cost for FY21 prior to Change Order No. 2 was \$397,200. The \$10,700 increase for Change Order 2, if approved, would bring the FY21 project to \$407,900. Funding is in the FY21 Capital Budget.

Attachments:

SRWTP - Commercial Painting Inc. Contract Change Order No. 2

Commercial Painting, Inc.

350 Herron Drive, Nashville, TN. 37210
Tel.: 615.242.8212 / www.cpinash.com

Murfreesboro Water Resources Department
Stones River WTP P.O. #72100379-00
Change Order Request #02

This Change Order Request #02 is made on _____, 2021, pursuant to the parties' Contract for Commercial Structures and Facilities Painting dated December 20, 2018 (the "Contract") and P.O. #72100379-00. The parties agree to make the following change(s):

Original Purchase Order

Area 5 - Basins and Awning	\$43,125.00
Area 7 - Pipe Gallery	\$155,500.00
Area 11 - Brine	\$40,525.00
Area 12 - Fluoride	\$25,000.00
Area 13 - High Service	\$52,150.00
Area 16 - Offices	\$80,900.00
Total	\$397,200.00

Change Order Description

Area 5 – Basins: Surface preparation and coating to additional submerged metals	
Add Cost	\$7,750.00
Area 7 – Pipe Gallery: Wall repair - Add Cost	\$2,950.00

Revised total for Purchase Order \$407,900.00

Net difference of Change Order: \$10,700.00

No other changes to the Contract or the above-referenced P.O. are contemplated by this Change Order Request, and all other terms and conditions of the Contract and the above-referenced P.O. remain in full force and effect.

CITY OF MURFREESBORO

COMMERICAL PAINTING, INC

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Ken Darby
Ken Darby, Vice President

Approved as to form:

DocuSigned by:
Adam F. Tucker
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: MWRD Operations & Maintenance - Truck Purchase

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance ☐
Resolution ☐
Motion ☒
Direction ☐
Information ☐

Summary

Purchase a 2021 Chevrolet Silverado 3500HD 4WD Double Cab Work Truck.

Staff Recommendation

Approve the purchase of a Chevrolet Silverado 3500HD from Wilson County Motors.

Background Information

O&M staff hired an additional full-time maintenance technician to help maintain pump stations and this truck will be utilized by the additional technician. The vehicle is included on the State of Tennessee Vehicle Contract with Wilson County Motors (Contract #64414-Title SWC #209 Vehicles). Quotes were received from the following:

Wilson County Motors	Chevrolet Silverado 3500HD 4WD Double Cab	\$68,237
Ford of Murfreesboro	Ford F-350 Super Cab 4x4	\$69,600
Lonnie Cobb Ford	Ford F-350 Super Cab 4x4	\$76,775
Freeland Automotive	Chevrolet Silverado 3500HD 4WD Double Cab	\$77,350

Council Priorities Served

Responsible budgeting

By securing several quotes the department benefits from competitive pricing.

Fiscal Impacts

Funding for the purchase of the work truck was approved within the FY2021 Rate Funded Capital Budget for \$70,000. The cost of the vehicle is in the amount of \$68,237 which is under budget by \$1,763.

COUNCIL COMMUNICATION

Meeting Date: 01/21/2020

Item Title: Minutes of City Council Meetings

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

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

Summary

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. September 11, 2019 (Regular Comment)
2. September 19, 2019 (Public Comment)
3. September 19, 2019 (Regular Meeting)
4. October 3, 2019 (Joint Meeting with Power Board)
5. October 3, 2019 (Public Comment)
6. October 3, 2019 (Regular Meeting)
7. October 24, 2019 (Regular Meeting)

September 11, 2019

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session in the Community Room at Murfreesboro Police Headquarters at 11:43 a.m. on Wednesday, September 11, 2019, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade

Vice-Mayor Scales Harris was absent and excused from this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
David Ives, Deputy City Attorney
Darren Gore, Assistant City Manager/
Utility Enterprise
Gary Whitaker, Assistant City Manager/
Development and Coordination
Joshua Miller, Administrative Assistant

Mayor McFarland commenced the meeting with a prayer and led those present with the Pledge of Allegiance.

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

(Insert letter dated September 11, 2019 here with regards to
Economic Impact Plan/TIF Incentive for East College
Street Development.)

Mr. Gary Whitaker, Assistant City Manager of Economic Development, presented the Economic Impact Plan and the TIF Incentive that would facilitate Mixed-Use Development by One East College. Mr. Whitaker introduced Mr. Tom Trent, Bradley, Bolt, & Cummings, and Mr. Jeff Reed, attorney for the developer, who explained the legal specifics of the TIF incentive and what approval would be needed after the Council approved the resolution.

The following RESOLUTION 19-R-19 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-19 here regarding Economic Impact
Plan for East College Street Historic Development Area.)

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

(Insert letter dated September 11, 2019 here with regards to emergency sewer repair to the Southwest Sewer Interceptor.)

Mr. Darren Gore, Assistant City Manager of Utility Enterprise, presented the request to approve the additional costs associated with a collapsed 54" sanitary sewer interceptor with emergency remedial expenditures totaling \$405,978.12

Mr. Wade made a motion to approve the additional costs associated with the collapsed 54" sanitary sewer interceptor. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated September 11, 2019 here with regards to review of Sanitary Sewer Allocation Ordinance.)

Mr. Darren Gore, Assistant City Manager of Utility Enterprise, presented a draft of the Sanitary Sewer Allocation Ordinance intended to protect the long-term sustainability of the sewer service. Mr. Gore noted that the City's growth during the last twenty years has dramatically increased the demand on the wastewater collection system and this increase is largely due to permitting development densities greater than originally projected. Mr. Gore summarized the proposed ordinance and stated that the Council would set the sewer capacity available to properties based on actual land use; there would be yearly Board and Council review of existing allocation allowances; every application for allocation accompanies a proposed development's request for a "will serve" letter; there would be a process to allow petitions to come before Council to request additional allowances above pre-set allocation limits; at the time of application and "will serve" request, a 5% fee of the overall sewer connection fees will be due for vesting of sewer rights for a twenty-four month period; vested rights will not be transferable; and fees would not be refundable in the event the project is not constructed.

Council discussed the proposed ordinance but suggested that 5% vesting rights at two years was very generous and would like to see a higher amount. After discussion with staff and Council, it was decided that 10% vesting rights at two and a half years was preferable and Mr. Gore should continue working on the proposed ordinance with that change.

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

(Insert letter dated September 11, 2019 here with

regards to brush, limb, and yard waste bid review.)

Mr. Darren Gore, Assistant City Manager of Utility Enterprise, presented for review the current level of service for brush, limb, and yard waste pickup using internal forces and review of the external forces available. Mr. Gore presented three options to the Council for discussion: 1) continue utilizing overtime in the Solid Waste, Streets, and Water Resources Departments to assist in brush pickup for an estimated annual cost of \$704,000; 2) recruit additional staff for the Solid Waste Department to reach the 2009 staff level for an estimated cost of \$1,127,000; or 3) subcontract brush pickup to a private contractor for an estimated annual cost of \$1,152,000.

Mr. Gore and Council discussed option one and determined that it is not sustainable to continue to utilize other department employees and overtime hours to attempt to handle the brush pickup issue that the City is experiencing.

Mr. Gore shared with Council the difficulties he has experienced trying to move forward with option two. The Solid Waste Department has been unable to recruit and develop the workforce needed to handle the brush pickup services around the City. Mr. Wade suggested that staff work with the Human Resources Department in advertising the need for truck drivers in the Solid Waste Department to current City employees and offer to pay for classes to train and develop the workforce.

Mr. Gore discussed option three with Council and the single bid that had been received from a private contractor to handle brush pickup for the City; the pros and cons of using that service; and what it would take to implement the services from the private contractor.

The Council agreed that brush pickup needs to be bi-weekly during peak season and that a mix of using the subcontractor services and recruiting/training drivers was the best option for the City and should be researched further.

Mayor McFarland left the meeting at this time. Council Member Eddie Smotherman assumed the chair at this time.

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

(Insert letter dated September 11, 2019 here with regards to
Economic Development Program update.)

Mr. Jim Colson, AC Economics LLC, gave a presentation on the activity currently underway with the City's Economic Development Program. He highlighted the City's economic development objectives; regional relations the City has; target industries the City wants to attract; community assets the City has to offer; value propositions for target industries; return on community investment; and answered questions from the Council.

Mr. Smotherman stressed that he wants to make sure that the City is not just attracting jobs with this program but wants to make sure that the City is targeting high paying, white collar jobs to attract.

Mr. Wade left the meeting at this time.

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

(Insert letter dated September 11, 2019 here with regards to Beer Permit Applications for CoreLife Eatery, 2330 Medical Center Pkwy., Ste. E; Brothers Noodle Bar, 1970 Medical Center Pkwy.; Primrose Table, 1650 Memorial Blvd; Saffire Vapor, 425 N. Thompson Lane; Murfreesboro Axe, 855 W. College St., Ste. M; and Special Event Permits for the Oaklands Assoc. on 9/28/19, 10/4/19, 12/6/19 and the Darryl Worley Foundation on 10/15/19.)

Mr. Martin made a motion to approve Beer Permits for CoreLife Eatery, 2330 Medical Center Parkway, Suite E (New Location); Brothers Noodle Bar, 1970 Medical Center Parkway (New Location); Primrose Table, 1650 Memorial Boulevard (New Location); Saffire Vapor, 425 North Thompson Lane (New Location); and Murfreesboro Axe, 855 West College Street, Suite M (New Location), subject to all building and codes inspections being met, and Special Event Permits for the Oaklands Association, Inc. on 9/28/19, 10/4/19, 12/6/19 and for the Darryl Worley Foundation on 10/15/19. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

There being no further business, Mr. Smotherman adjourned this meeting at 2:30 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

September 19, 2019

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 6:30 p.m. on Thursday, September 19, 2019, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales-Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade

The following representatives of the City were also present:

Craig Tindall, City Manager
David Ives, Deputy City Attorney
Melissa Wright, City Recorder/
Finance Director
Joshua Miller, Administrative Assistant

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

Mr. Richard Baines, 1319 Parkview Terrace, complimented the Council on how well the City is handling growth by limiting development based on available sewer capacity. He addressed his concerns with traffic on Parkview Terrace and suggested that Council might need to conduct an in-depth traffic study in that area.

Mayor McFarland adjourned this session of the public comment meeting at 6:33 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

September 19, 2019

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:00 p.m. on Thursday, September 19, 2019, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade

The following representatives of the City were also present:

Craig Tindall, City Manager
Melissa Wright, City Recorder/
Finance Director
David Ives, Deputy City Attorney
Darren Gore, Assistant City Manager/
Utility Enterprise
Gary Whitaker, Assistant City Manager/
Development and Coordination
Sam Huddleston, Executive Director
Development Services
Angela Jackson, Executive Director
Community Services
Donald Anthony, Planning Director
Pam Russell, Human Resources Director
Jim Kerr, Transportation Director
Roger Toombs, Deputy Chief of Fire and Rescue
Matthew Blomeley, Assistant Planning Director
Joshua Miller, Administrative Assistant

Mr. Shacklett commenced the meeting by introducing Judge Don Ash who invited everyone to attend the Power of Pink Wine around the Square event. He then introduced Ms. Gloria Bonner, this year's Power of Pink honoree. Ms. Bonner led those present with a prayer and the Pledge of Allegiance.

Mayor McFarland introduced Mr. John Verge, a lifelong resident of Rutherford County who has dedicated over thirty years volunteering with the Salvation Army and the Boys and Girls Club. The Mayor proclaimed that this was a day to honor Mr. Verge and presented him with a Key to the City.

Ms. Pam Russell, Human Resources Director, recognized STARS Award recipient Mr. Mike Philpott, Athletics Program Coordinator, who took immediate action when a McFadden Community Center patron needed emergency assistance. Mr. Philpott saved the patron's life by using an AED (Automated External Defibrillator) Device. Mayor McFarland presented a plaque recognizing Mr. Philpott for his ability to represent the best of what Murfreesboro City Employees have to offer, exhibiting core values and creating a better quality of life for citizens.

The Consent Agenda was presented to the Council for approval:

1. Agreement for Legislative Consulting Services (Administration)

2. Murfreesboro Municipal Airport Terminal Change Order No. 2r (Administration)
3. Murfreesboro Municipal Airport Terminal Change Order No. 3 (Administration)
4. MTSU Terminal Transient Use Agreement (Airport)
5. Amendment to the Contract with Kline Swinney (Building Codes)
6. Affordable Housing Program - 601 E Castle St. (Community Development)
7. Change Order No. 1 City Hall ADS Access Control (Information Technology)
8. FY 2020 City Manager Approved Budget Amendments (Finance)
9. CIP Transfer Funds Senior Center Flooring (Finance)
10. Purchase of Turnout Gear (Fire Rescue)
11. Purchase of New Credit Card Processor (Golf)
12. Amendment 1 to PSA for Soccer Park Renovations (Parks & Recreation)
13. On Call Plans Review Services Contract (Planning)
14. Purchase of Volvo 300 Excavator (Solid Waste)
15. Banner Request to hang across East Main Street: Central Magnet School Super Trivia Bowl January 24 – February 3, 2020 (Street)
16. Water/Wastewater Mech/Elect Services Contract TO No. 19-06 (Water Resources)
17. Itron Collector & Tower System – Sole Source Purchase (Water Resources)
18. Asphalt Purchases Report (Water Resources)
19. ELI Engineering Proposal for Joe B Jackson Parkway (Water Resources)
20. Specific Energy Pump Asset Management & Optimization Software (Water Resources)
21. Purchase of Skid Steer (Water Resources)

(Insert letters from Administration (3), Airport, Building Codes, Community Development, Information Technology, Finance (2), Fire Rescue, Golf, Parks & Recreation, Planning, Solid Waste, Street, and Water Resources (6) here.)

Mr. LaLance made a motion to approve the Consent Agenda. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

The following letter from the Executive Director of Community Services was presented to the Council:

(Insert letter dated September 19, 2019 here with regards to Parks & Recreation Commission's oversight of St. Clair Street Senior Center.)

An ordinance, entitled "ORDINANCE 19-O-18 amending the Murfreesboro City Code, and Chapter 21.5, Parks and Recreation, Article II, Parks and Recreation Commission and Chapter 2, Administration, Article XV, St. Clair Street Senior Center Commission, regarding oversight of the St. Clair Street Senior Center and its programs," which passed first reading on July 25, 2019, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett

Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 19-O-18 here.)

It was announced that Agenda Item No. 23, first reading of Ordinance 19-OZ-26 rezoning 2.5 acres along West Northfield Boulevard, was being deferred.

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here regarding Plan of Services and zoning for property located along Cherry Lane.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the amended Plan of Services to include fire protection services for approximately 10.7 acres located along Cherry Lane.

The following RESOLUTION 18-R-PS-07.01 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-PS-07.01 here.)

An ordinance, entitled "ORDINANCE 18-OZ-07 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 10.7 acres along Cherry Lane as Single-Family Attached Type 2 (RS-A Type 2) District simultaneous with annexation; Catalyst Design Group, applicant. [2017-443]," which passed first reading on March 8, 2018, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Martin, seconded by Mr. Wade. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 18-OZ-07 here.)

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here regarding amending the Spring Creek PRD zoning along Asbury Lane.)

An ordinance, entitled "ORDINANCE 19-OZ-24 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 74.5 acres in the Spring Creek Planned Residential Development (PRD) District located along Asbury Lane; Beazer Homes, LLC, applicant [2019- 416]," which passed first reading on August 22, 2019, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shane McFarland

Nay: Eddie Smotherman

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 19-OZ-24 here.)

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here regarding rezoning approximately 2.2 acres located along Manson Pike.)

An ordinance, entitled "ORDINANCE 19-OZ-25 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 2.18 acres along Manson Pike from Residential Multi-Family Sixteen (RM-16) District and Gateway Design Overlay One (GDO-1) District to Commercial Fringe (CF) District and Gateway Design Overlay One (GDO-1) District; Egbert Rebeiro, applicant [2019-417]," which passed first reading on August 22, 2019, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Martin, seconded by Vice-Mayor Scales Harris. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

Abstain: Rick LaLance

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 19-OZ-25 here.)

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here
regarding zoning for property located along
Florence Road.)

An ordinance, entitled "ORDINANCE 19-OZ-27 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 11.01 acres along Florence Road as Planned Type Development (PRD) District (Shelton Crossing PRD) simultaneous with annexation; Alcorn Properties, LLC, applicant [2019-420]," which passed first reading on August 22, 2019, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: Rick LaLance

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 19-OZ-27 here.)

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here regarding
rezoning approximately 1.2 acres located along
Bridge Avenue.)

An ordinance, entitled "ORDINANCE 19-OZ-28 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 1.2 acres along Bridge Avenue and Power Avenue from Residential Multi-Family Twelve (RM-12) District to Planned Residential Development (PRD) District (Bridge Avenue Village PRD); Mustafa Shaban, applicant [2019-

404],” which passed first reading on August 22, 2019, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Shacklett, seconded by Mr. Martin. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 19-OZ-28 here.)

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here regarding rezoning approximately 0.4 acres located along North Maple Street and West Lokey Avenue.)

An ordinance, entitled “ORDINANCE 19-OZ-29 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.4 acres along North Maple Street and West Lokey Avenue from Residential Duplex (RD) District to Planned Residential Development (PRD) District (Maple Key Townhomes PRD); Buford Powell, applicant [2019-418],” which passed first reading on August 22, 2019, was read to the Council and offered for passage on second and final reading upon motion made by Mr. LaLance, seconded by Mr. Wade. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 19-OZ-29 here.)

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here regarding rezoning approximately 13.9 acres located along North Tennessee Boulevard.)

An ordinance, entitled "ORDINANCE 19-OZ-30 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 13.9 acres along North Tennessee Boulevard from Commercial Fringe (CF) District to Planned Residential Development (PRD) District (Brookwood Point PRD); Ole South Properties, Inc., applicant [2019-419]," which passed first reading on August 22, 2019, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Martin, seconded by Vice-Mayor Scales Harris. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: Rick LaLance

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 19-OZ-30 here.)

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here regarding
amending the Marymont Springs PUD at 1126
Rucker Lane.)

An ordinance, entitled "ORDINANCE 19-OZ-31 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 2.88 acres in the Marymont Springs Planned Unit Development (PUD) District located at 1126 Rucker Lane; Jeff and Sherris Brown, applicant [2019-409]," which passed first reading on August 22, 2019, was read to the Council and offered for passage on second and final reading upon motion made by Mr. LaLance, seconded by Mr. Wade. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 19-OZ-31 here.)

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here with regards to Mandatory Referral for abandonment of a drainage and utility easement east of Agripark Drive.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the request of the Planning Department to abandon a drainage and utility easement located east of Agripark Drive and west of John R. Rice Boulevard.

Mr. LaLance made a motion to approve the request to abandon the easement east of Agripark Drive and west of John R Rice Boulevard. Mr. Martin seconded the motion and all members of the Council voted "Aye".

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here with regards to Mandatory Referral for abandonment of East Sevier Street right-of-way east of South Academy Street.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the request of the Planning Department to abandon East Sevier Street right-of-way east of South Academy Street. Council engaged in discussion with staff regarding who would receive the abandoned property. At this time that is unclear and the property owner is out of the country.

Mr. LaLance made a motion to defer the vote to abandon the East Sevier Street right-of-way. Mr. Shacklett seconded the motion and all members of the Council voted "Aye", except Mr. Martin who voted "Nay".

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here with regards to Mandatory Referral for abandonment of a sanitary sewer easement east of Florence Road.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the request of the Planning Department to abandon a sanitary sewer easement located east of Florence Road.

Mr. LaLance made a motion to approve the request to abandon the sanitary sewer easement east of Florence Road. Mr. Martin seconded the motion and all members of the Council voted "Aye".

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here with regards to mandatory referral for abandonment of East Lokey Avenue, North Academy Street, Jetton Drive, Christy Court, and Palm Court rights-of-way.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the request of the Planning Department to abandon East Lokey Avenue, North Academy Street, Jetton Drive, Christy Court, and Palm Court rights-of-way.

Mr. Wade made a motion to approve the request to abandon the rights-of-way for the above-mentioned locations. Mr. Martin seconded the motion and all members of the Council voted "Aye", except Mr. LaLance who voted "Abstain".

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here with regards to scheduling public hearings on October 24, 2019 for zoning application for approximately 24.15 acres along Shelbyville Pk.; zoning application for approximately 26.2 acres along Cherry Lane; and annexation and zoning petition for approximately 11.3 and 10.2 acres along Asbury Lane.)

The following RESOLUTION 19-R-PH-36 was read to the Council and offered for adoption upon motion made by Vice-Mayor Scales Harris, seconded by Mr. Martin. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shane McFarland

Nay: None

Absent: Eddie Smotherman

(Insert RESOLUTION 19-R-PH-36 here fixing the time for holding a public hearing on October 24, 2019 regarding a proposed amendment to approximately 24.15 acres in the Planned Unit Development (PUD) District (The Marketplace at Savannah Ridge PUD) located along Shelbyville Pike; Baker Storey McDonald, applicant [2019-422].)

The following RESOLUTION 19-R-PH-37 was read to the Council and offered for adoption upon motion made by Vice-Mayor Scales Harris, seconded by Mr. Martin. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shane McFarland

Nay: None

Absent: Eddie Smotherman

(Insert RESOLUTION 19-R-PH-37 here fixing the time for holding a public hearing on October 24, 2019 regarding a proposed amendment to rezone approximately 26.2 acres along

Cherry Lane from Single-Family Residential
Fifteen (RS-15) District to Park (P)
District; City of Murfreesboro,
applicant [2019-430].)

The following RESOLUTION 19-R-PH-38 was read to the Council and offered for adoption upon motion made by Vice-Mayor Scales Harris, seconded by Mr. Martin. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shane McFarland

Nay: None

Absent: Eddie Smotherman

(Insert RESOLUTION 19-R-PH-38 here fixing the time for holding public hearings on October 24, 2019 to consider (1) adoption of a Plan of Services for and annexation of 11.3 acres and (2) zoning of approximately 10.2 acres along Asbury Lane and Asbury Road to Planned Residential Development (PRD) District (Pretoria Falls PRD); Pretoria Rentals Trust and Landmark Homes of TN, applicants [2019-509 and 2019-427].)

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here regarding rezoning approximately 14.55 acres located west of New Salem Highway and Warrior Drive.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-34 adopted by the City Council on August 22, 2019, to consider a proposed amendment to rezone approximately 14.55 acres located west of New Salem Highway and Warrior Drive from Light Industrial (L-I) District to General Industrial (G-I) District; Charles B. Mitchell, Jr., applicant [2019-425]. Notice of said public hearing was published in the September 3, 2019 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Donald Anthony, Planning Director, presented the unanimous recommendation of the Planning Commission to approve the rezoning of approximately 14.55 acres located west of New Salem Highway and Warrior Drive.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning along New Salem Highway and Warrior Drive, step forward to the podium.

There was no one present who wished to speak for or against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 19-OZ-34 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 14.55 acres located west of New Salem Highway and Warrior Drive from Light Industrial (L-I) District to General Industrial (G-I) District; Charles B. Mitchell, Jr., applicant [2019-425]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated September 19, 2019 here regarding rezoning approximately 20 acres located along North Academy Street, East Lokey Avenue, East Hembree Street, Christy Court, Palm Court, and Jetton Drive.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-33 adopted by the City Council on August 22, 2019, to consider a proposed amendment to rezone approximately 20 acres along North Academy Street, East Lokey Avenue, East Hembree Street, Christy Court, Palm Court, and Jetton Drive from Duplex Residential (R-D) District to Planned Residential Development (PRD) District (Oakland Court PRD); Murfreesboro Housing Authority, applicant [2019-423]. Notice of said public hearing was published in the September 3, 2019 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Donald Anthony, Planning Director, presented the unanimous recommendation of the Planning Commission to approve the rezoning of approximately 20 acres located along North Academy Street, East Lokey Avenue, East Hembree Street, Christy Court, Palm Court, and Jetton Drive and introduced Ms. Margaret Butler, McCarty Holsaple McCarty Architects, Inc., who presented the proposed plans for the rezoning.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning on the above locations, step forward to the podium.

There was no one present who wished to speak for or against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 19-OZ-33 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 20 acres along North Academy Street, East Lokey Avenue, East Hembree Street, Christy Court, Palm Court, and Jetton Drive from Duplex Residential (R-D) District to Planned Residential Development (PRD) District (Oakland Court PRD); Murfreesboro Housing Authority, applicant [2019-423]," was read to the Council and offered for passage on first reading upon motion made by Mr. Wade, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

Abstain: Rick LaLance
Eddie Smotherman

The following letter from the Transportation Director was presented to the Council:

(Insert letter dated September 19, 2019 here with regards to TDOT
Roadway Improvement Project for Thompson Lane
and New Salem Highway.)

The following RESOLUTION 19-R-21 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-21 here accepting the State of Tennessee
Department of Transportation's proposal to construct two road
improvement projects within the City of Murfreesboro,
Tennessee: (1) Federal Project No. STP-99(39)/State
Project No. 75013-2243-14; and (2) Federal
Project No. STP-M-268(4)/State Project
No. 75078-2206-54.)

The following letter from the Transportation Director was presented to the Council:

(Insert letter dated September 19, 2019 here with regards to Signal Maintenance Contract with TDOT for I-24 Smart Corridor Project.)

Mr. Jim Kerr, Transportation Director, presented the request of the Transportation Department to approve the agreement with TDOT for signal maintenance for Phase 2 of the I-24 Smart Corridor Project.

Mr. Shacklett made a motion to approve the agreement with TDOT. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 19, 2019 here with regards to Westwind Reserve Subdivision sewer participation request.)

Mr. Darren Gore, Assistant City Manager of Utility Enterprises, presented the request to participate in funding a sanitary sewer extension through a development by upsizing and increasing its sewer depth in the amount of \$108,631, funded from the Department's working capital reserves.

Mr. LaLance made a motion to fund the sanitary sewer extension for Westwind Reserve Subdivision. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 19, 2019 here with regards to Jordan Farm Soccer Field use reimbursement.)

Mr. Darren Gore, Assistant City Manager of Utility Enterprises, presented the request to reimburse the Water Resources Enterprise Fund from the General Fund for costs of property to utilize the Jordan Farm for soccer fields in the amount of \$917,000.

Mr. LaLance made a motion to approve the reimbursement to the Water Resources Enterprise Fund. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 19, 2019 here with regards to extension of contract for chemical purchases.)

Mr. Darren Gore, Assistant City Manager of Utility Enterprises, presented the request to extend the agreement with Solenis to provide chemicals to the MWRD for \$285,000.

Mr. Smotherman made a motion to extend the agreement with Solenis. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 19, 2019 here with regards to
S&ME Engineering Task Order #20190819 – Hobas
Pipe Inspection.)

Mr. Darren Gore, Assistant City Manager of Utility Enterprises, presented the request to approve Engineering Task Order No. 20190819 with S&ME for a Hobas Pipe Inspection in an amount not to exceed \$50,500.

Mr. LaLance made a motion to approve the Engineering Task Order No. 20190819. Mr. Smotherman seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 19, 2019 here with regards to Beer Permit
Applications for RaceTrac #2527 at 1596 New Salem Hwy.; RaceTrac
#2554 at 2121 Medical Center Pkwy.; Panther Creek Brews at
714 W. Main St., Ste. F; El Monte Fresh Mexican Food at
2089 Lascassas Pike; and Special Event Permits for
Read to Succeed, Inc. on 11/7/19.)

Mr. LaLance made a motion to approve Beer Permits for RaceTrac #2527, 1596 New Salem Highway (New Location); RaceTrac #2554, 2121 Medical Center Parkway (New Location); Panther Creek Brews, 714 West Main Street, Suite F (Ownership Change); El Monte Fresh Mexican Food, 2089 Lascassas Pike (Name Change), subject to all building and codes inspections being met, and a Special Event Permit for Read to Succeed, Inc. on 11/7/19 at The Grove, 3250 Wilkinson Place. Mr. Martin seconded the motion but asked the City Recorder/Finance Director to investigate one of the applicant's unpaid parking tickets and withhold issuance of that permit until they are taken care of. All members of the Council voted "Aye".

The City Recorder/Finance Director announced that there were not any statements nor board or commission appointments to be considered.

Under other business the following letter from the Assistant City Manager of Utility Enterprises was presented to the Council:

(Insert letter dated September 19, 2019 here with regards to
recommendation to award Hobas Pipe Inspection.)

Mr. Darren Gore, Assistant City Manager of Utility Enterprises, presented the recommendation to award the bid for the CCTV and Lidar Inspection of 24,000 linear feet of Hobas Pipe/Sewer Interceptors over 15 linear feet in depth to Vortex Services, LLC for \$185,401.66.

Mr. LaLance made a motion to award the bid to Vortex Services, LLC. Mr. Smotherman seconded the motion and all members of the Council voted "Aye".

The following letter from the Chief of Fire & Rescue was presented to the Council:

(Insert letter dated September 19, 2019 here with regards to contract extension with the York Veterans Administration.)

Mr. Roger Toombs, Deputy Chief of Fire & Rescue, presented the request to approve the extension of the Fire Services Contract with the York Veterans Administration for one year expiring on September 30, 2020. The VA fee for the extension is \$1,089,996 annually.

Mr. Wade made a motion to extend the VA Contract for one year. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

It was called to the public's attention the City is under a Burn Ban.

There being no further business, Mayor McFarland adjourned this meeting at 8:35 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

October 3, 2019

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special joint session with the Murfreesboro Electric Department Power Board in the Council Chambers at City Hall at 6:00 p.m. on Thursday, October 3, 2019, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade

The following members of the Power Board were present:

Rick Hardesty, Chairman
Ross Bradley, Board Member
Irene Pitts-McDonald, Board Member

Mr. Rick LaLance and Mr. Richard Stone were absent and excused from this session.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
P.D. Myatt, General Manager M.E.D.
Joshua Miller, Administrative Assistant

Mayor McFarland called the special session of the City Council to order followed by Mr. Rick Hardesty calling the special session of the Power Board to order.

Mr. Craig Tindall, City Manager, announced that this special meeting is being held to consider for approval expenses for professional services related to the study and assessment of the potential sale of Murfreesboro Electric Department (MED) to the Middle Tennessee Electric Membership Corporation (MTEMC) and Resolution 19-R-22.

Mr. Ross Bradley made a motion to approve expenses for professional services related to the potential sale of MED to MTEMC. Ms. Irene Pitts-McDonald seconded the motion and all members of the M.E.D. Power Board present voted "Aye".

RESOLUTION 19-R-22 was read to the Council and offered for adoption.

Mr. Martin stated that he understood the need to have expert advice regarding the potential sale, but he was uncomfortable with approving any funds until there is a vote on whether the two organizations are to merge and there is an actual sale agreement.

Vice-Mayor Scales Harris questioned how much the City had currently spent on outside services; is the document being considered for Council approval a public document; will there be an opportunity for the public to have input regarding the sale; and who approached who regarding a sale. Staff advised her that an estimated \$12,000 had been spent on accounting fees and legal fees had been incurred, but not over \$25,000. The

resolution will be available on the City's website if it is signed and approved. M.T.E.M.C. approached M.E.D. several years ago.

Mayor McFarland stated that he believes staff is doing exactly what they were tasked to do by Council to find potential sources of revenue for the City. He believes that the City is appropriately handling the situation, and expert services are necessary for the Council to make an informed decision.

Mr. Smotherman stated that he has been in discussion with members of the public regarding the potential sale. The public is always welcome to contact any member of the Council to discuss any issue, and staff is doing their due diligence by making sure that Council has all the information they need to decide the outcome of a potential sale.

Mr. Shacklett stated that he feels the Council needs expert advice regarding the potential sale, and this resolution will give them that advice.

The following RESOLUTION 19-R-22 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote.

Aye: Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: Madelyn Scales Harris
Ronnie Martin

(Insert RESOLUTION 19-R-22 here approving use of Murfreesboro Electric Department contingency funds to pay for legal, accounting, and other Due-diligence expenses related to the possible sale of the Murfreesboro Electric Department's operational assets to Middle Tennessee Electric Membership Corporation.)

Mayor McFarland adjourned this special joint session of the Council and Power Board at 6:25 p.m.

Chairman Rick Hardesty adjourned this special joint session of the Power Board at 6:25 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

October 3, 2019

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 6:30 p.m. on Thursday, October 3, 2019, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales-Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Joshua Miller, Administrative Assistant

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

Dr. Bill Ford, 1512 Vernada Circle, addressed the potential sale of the Murfreesboro Electric Department. He expressed concerns regarding homeowner's rates and the potential for an increase if a merger occurs. He questioned why the consultant fee from the last potential sale was \$9,000; why is the estimated fee now \$400,000 - \$500,000; will property tax rates be decreased if the merger goes through; and what will happen to the current Murfreesboro Electric Department employees?

Mr. Richard Baines, 1319 Parkview Terrace, addressed potential improvements to Lokey Avenue. He stated that he believes any attempt to widen Lokey would be purely to help realtors or developers and would not benefit residents or the neighborhood.

Ms. Karen Sexton, 445 Golfview Court, addressed the potential sale of the Murfreesboro Electric Department and wanted to know if there have been any other offers for M.E.D.

Mr. Charles Andrew Dickey, 5238 Saint Ives Drive, addressed the potential sale of the Murfreesboro Electric Department. He stated that he believes that M.E.D. is currently one of the best run utilities in the country and worries that the merger will ruin that. He believes that the current details of the potential merger have been misleading and would like the potential sale to go to a referendum.

Mr. Paul Long, 1206 Charleston Boulevard, addressed the potential sale of the Murfreesboro Electric Department. He stated that he does not think the public has been properly informed regarding the potential sale and that the law possibly requires the sale to

be competitive. He asked the Council to consider forming a committee to help advise them regarding the sale, and he is concerned with the use of the money from the potential sale. Mr. Long believes that rate payers should be compensated from any profits the sale brings.

Ms. Michele Garcia, 422 Woodruff Court, addressed the potential sale of the Murfreesboro Electric Department. She stated her concerns with transparency with the Middle Tennessee Electric Membership Corporation and that M.E.D. is currently much more transparent than M.T.E.M.C. She is concerned that rates could increase. The current service that M.E.D. provides is very reliable, and she is worried about losing that reliability.

Mayor McFarland adjourned this session of the public comment meeting at 6:55 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

October 3, 2019

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:05 p.m. on Thursday, October 3, 2019, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Gary Whitaker, Assistant City Manager/
Development and Coordination
Matthew Blomeley, Assistant Planning Director
Valerie Smith, Assistant Water Resources Director
Joshua Miller, Administrative Assistant

Mr. Smotherman commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland recognized Leadership Rutherford who were in attendance.

The Consent Agenda was presented to the Council for approval:

1. ADA Renovations for Civic Plaza-Change Order No. 2 (Administration)
2. 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Award (Police)
3. Conveyance of Retired Police K9 (Police)
4. Asphalt Purchases Report (Water Resources)
5. Engineering Design Proposal for Cherry Lane Phase 2 (Water Resources)
6. Final Balancing Change Order for Sewer Rehab 2016-2017 (Water Resources)
7. Request to Purchase Dell VXRAIL (Water Resources)
8. Trough Construction Joint Replacement (Water Resources)
9. Wastewater Mechanical/Electrical Services Task Order No. 19-07(Water Resources)
10. Wastewater Mechanical/Electrical Services Task Order No. 19-09 (Water Resources)
11. Wastewater Mechanical/Electrical Services Task Order No. 19-10 (Water Resources)

(Insert letters from Administration, Police (2),
& Water Resources (8) here.)

Mayor McFarland announced that Items 5 and 8 on the Consent Agenda were only to be considered for approval subject to legal review.

Mr. LaLance made a motion to approve the Consent Agenda, pending legal review of Item No. 5 and Item No. 8. Mr. Smotherman seconded the motion and all members of the Council voted "Aye".

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated October 3, 2019 here regarding rezoning approximately 20 acres located along North Academy Street, East Lokey Avenue, East Hembree Street, Christy Court, Palm Court, and Jetton Drive.)

An ordinance, entitled "ORDINANCE 19-OZ-33 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 20 acres along North Academy Street, East Lokey Avenue, East Hembree Street, Christy Court, Palm Court, and Jetton Drive from Duplex Residential (R-D) District to Planned Residential Development (PRD) District (Oakland Court PRD); Murfreesboro Housing Authority, applicant [2019-423]," which passed first reading on September 19, 2019, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shane McFarland

Nay: None

Abstain: Eddie Smotherman

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 19-OZ-33 here.)

The following letter from the Human Resources Director was presented to the Council:

(Insert letter dated October 3, 2019 here with regards to RFSCP for Wellness & Rewards Vendor and Benefit Consultant.)

Mr. Craig Tindall, City Manager, presented the request to approve the issuance of a Request for Competitive Sealed Proposals (RFCSP) for a Wellness & Rewards Vendor and Benefit Consultant due to the City's agreement with GO365 ending on December 31, 2019.

Mr. Wade made a motion to approve the issuance of the RFCSP for a Wellness & Rewards Vendor and Benefit Consultant. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 3, 2019 here with regards to JMS Meg-VAC-Hoseless Sludge Removal System.)

Ms. Valerie Smith, Assistant Water Resources Director, presented the request to purchase and install a JMS Mega-VAC for the Stones River Water Treatment Plant for a cost of \$164,400.

Mr. Shacklett made a motion to approve the purchase of a JMS-Mega-Vac in the amount of \$164,400. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye", except Mr. LaLance who was absent for the vote.

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

(Insert letter dated October 3, 2019 here with regards to purchase of six (6) WRRF Variable Frequency Drives.)

Ms. Valerie Smith, Assistant Water Resources Director, presented the request to purchase six (6) Variable Frequency Drives (VFD) from Irby Electrical Distributor, a Sonepar Company, for \$480,000 with an installation cost of \$65,000.

Vice-Mayor Scales Harris made a motion to approve the purchase of six (6) Variable Frequency Drives (VFD) in the amount of \$480,000 and installation cost of \$65,000. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 3, 2019 here with regards to Westlawn Commercial Subdivision sewer participation request.)

Ms. Valerie Smith, Assistant Water Resources Director, presented the request to participate in funding a sanitary sewer extension via a larger and deeper sewer interceptor for the Westlawn Commercial Subdivision.

Mr. LaLance made a motion to participate in funding the Westlawn Commercial Subdivision sanitary sewer in the amount of \$60,659, funded from working capital reserves. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 3, 2019 here with regards to Walter Hill Dam rehabilitation-Change Order No. 2.)

Ms. Valerie Smith, Assistant Water Resources Director, presented the request to approve Change Order No. 2 with Haren Construction Company, Inc. to repair a large expansion joint in Walter Hill Dam which will increase the contract price by \$64,455.

Vice-Mayor Scales Harris made a motion to approve Change Order No. 2, increasing the contract with Haren Construction Co., Inc. by \$64,455. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 3, 2019 here with regards to
Rutherford Co. Schools-outside City
sewer service request.)

Ms. Valerie Smith, Assistant Water Resources Director, presented the request to provide sanitary sewer service to two pre-existing Rutherford County Schools and one future Rutherford County School.

Vice-Mayor Scales Harris made a motion to provide sanitary sewer service to the three Rutherford County schools. Mr. Martin seconded the motion and all members of the Council voted "Aye", except Mr. LaLance and Mr. Shacklett who voted "Abstain".

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

(Insert letter dated October 3, 2019 here with regards to Beer Permit
Applications for AMC Murfreesboro 16 at 2626 Cason Square Blvd.
and AMC Stones River 9 at 1706 Old Fort Parkway.)

Mr. LaLance made a motion to approve Beer Permits for AMC Murfreesboro 16, 2626 Cason Square Boulevard (Ownership Change) and AMC Stones River 9, 1706 Old Fort Parkway (Ownership Change). Mr. Wade seconded the motion and all members of the Council voted "Aye".

The Finance Director announced that there were not any statements to be considered.

Upon recommendation of Mayor McFarland, Mr. Wade made a motion to reappoint Ms. Mary Beth Hagan (term expires September 30, 2025) and Mr. Michael Osborne (term expires September 30, 2025) to the Disciplinary Review Board. Mr. Smotherman seconded the motion and all members of the Council voted "Aye".

There being no further business, Mayor McFarland adjourned this meeting at 7:25 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

October 24, 2019

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:00 p.m. on Thursday, October 24, 2019, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Darren Gore, Assistant City Manager/
Utility Enterprise
Chris Griffith, Executive Director Public Works/City Engineer
Nate Williams, Parks and Recreation Direction
Matthew Blomeley, Acting Planning Director
Michelle Emerson, Project Engineer
Joshua Miller, Administrative Assistant

Mr. Wade commenced the meeting with a prayer followed by Boy Scout Troop 538 leading those present with the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. Murfreesboro/Rutherford County Continuum of Care Capacity Building Grant Agreement (Community Development)
2. FY2019 (Federal) Community Development Block Grant (CDBG) Award and Agreement (Community Development)
3. CIP Funds Transfer (Finance)
4. Request for a banner to hang across East Main Street: Rutherford County Library System, April 23 to May 2, 2020; YMCA October 16-23, 2020; Murfreesboro Parks & Recreation, St. Clair Senior Center Health and Wellness Expo., October 5-15, 2020 (Street)
5. Contract with Mid-Cumberland Human Resource Agency (Transportation/Rover)

(Insert letters from Community Development (2), Finance, Street, & Transportation/Rover here.)

Mr. LaLance made a motion to approve the Consent Agenda. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 24, 2019 here regarding updated Economic Development Plan/TIF Incentive for East College Street Development.)

Mr. Craig Tindall, City Manager, presented the updated Economic Impact Plan and the Tax-Increment Financing (TIF) Incentive that would facilitate Mixed-Use Development

by One East College and include a new public parking garage. Mr. Tindall explained that the updated plan included newly calculated local tax revenue numbers and both the County Commission and the Industrial Development Board have approved the updated plan.

The following RESOLUTION 19-R-24 was read to the Council and offered for adoption upon motion made by Mr. Martin, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-24 here regarding Amended Economic Impact Plan for East College Street Historic Development Area.)

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

(Insert letter dated October 24, 2019 here with regards to modification of the 2019-2020 Budget.)

An ordinance, entitled "ORDINANCE 19-O-39 amending the 2019-2020 Budget (1st Amendment)," regarding grant money that the Fire, Police, and Community Development Departments received during the 2019-2020 Fiscal Year, was read to the Council and offered for passage on first reading upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

The following letter from the Acting Planning Director was presented to the Council:

(Insert letter dated October 24, 2019 here regarding amending the Marketplace at Savannah Ridge PUD for approximately 24.15 acres located along Shelbyville Pike.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-36 adopted by the City Council on September 19, 2019, to consider a proposed amendment to approximately 24.15 acres in the Planned Unit Development (PUD) District (The Marketplace at Savannah Ridge PUD) located along Shelbyville Pike. Notice of said public hearing was published in the October 8, 2019 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Acting Planning Director, presented the recommendation of the Planning Commission to approve amending the Marketplace at Savannah Ridge PUD on approximately 24.15 acres located along Shelbyville Pike and introduced Mr. Clyde Rountree, Huddleston-Steele Engineering, and Mr. Stephen Maher, MJM Architects, who presented the proposed plans for the project.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning, step forward to the podium.

There was no one present who wished to speak for or against the proposed amendment to the Marketplace at Savannah Ridge PUD and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 19-OZ-36 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 24.15 acres in the Planned Unit Development (PUD) District (The Marketplace at Savannah Ridge PUD), located along Shelbyville Pike, as indicated on the attached map; Baker Storey McDonald, applicant [2019-422]," was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, seconded by Mr. Martin. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

The following letter from the Acting Planning Director was presented to the Council:

(Insert letter dated October 24, 2019 here regarding rezoning
approximately 26.2 acres located along Cherry Lane.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-37 adopted by the City Council on September 19, 2019, to consider a proposed amendment to rezone approximately 26.2 acres along Cherry Lane from Single-Family Residential Fifteen (RS-15) District to Park (P) District. Notice of said public hearing was published in the October 8, 2019 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Acting Planning Director, presented the unanimous recommendation of the Planning Commission to approve rezoning of approximately 26.2 acres located along Cherry Lane.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning, step forward to the podium.

There was no one present who wished to speak for or against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 19-OZ-37 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 26.2 acres along Cherry Lane from Single-Family Residential Fifteen (RS-15) District to Park (P) District; City of Murfreesboro, applicant [2019-430]," was read to the Council and offered for passage on first reading upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

The following letter from the Acting Planning Director was presented to the Council:

(Insert letter dated October 24, 2019 here with regards to
Plan of Services, annexation, and zoning for property
located along Asbury Lane.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-38 adopted by the City Council on September 19, 2019, to consider (1) adoption of a Plan of Services for and annexation of 11.3 acres and (2) zoning of approximately 10.2 acres along Asbury Lane and Asbury Road to Planned Residential Development (PRD) District (Pretoria Falls PRD). Notice of said public hearing was published in the October 8, 2019 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Acting Planning Director, presented the recommendation of the Planning Commission to approve the Plan of Services, the requested annexation, and the requested zoning and introduced Mr. Brian Dunn, CSDG, who gave a presentation of Landmark Homes of TN, Inc's proposed plan for the area.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed Plan of Services or the proposed

annexation for approximately 11.3 acres located along Asbury Road, step forward to the podium.

Mr. Doug Hayes, 3858 Asbury Road, opposed the proposed Plan of Services and annexation, stating that he is concerned with the proposed development in addition to the current development taking place on other surrounding properties. Mr. Hayes stated that his neighbors land, Asbury Road, and Overall Creek have been destroyed by the current development projects. He believes that there will be safety concerns with the increased traffic from the growth and that Asbury Road cannot support the amount of traffic that currently uses it.

Ms. Kitti McConnell, 3818 Asbury Road, opposed the proposed Plan of Services and annexation, stating that she is concerned with the health of Overall Creek; development on the floodplain of Overall Creek; health of the well on her property; current traffic issues with Asbury Road; and worries about what more homes in the area will do to those problems. She stated that the blasting from the current construction around her home has caused problems for her foundation and worries what more construction in the area will do. She would like to see the old growth trees in the area preserved.

Mr. Chris Bennett, 3818 Asbury Road, opposed the proposed Plan of Services and annexation, stating his concerns with safety and congestion that Asbury Road currently experiences and his fears of what will come with more development.

Mrs. Laura Gamble, 3867 Asbury Road, opposed the proposed Plan of Services and annexation, stating that the homes in this area are historic and built on historic sites. They are being damaged by the current construction and will be damaged further by more development. She is also concerned with the health of Overall Creek and the damage being done to the creek by the construction.

Ms. Sonette Myburgh, 3790 Asbury Lane, opposed the proposed Plan of Services and annexation, stating that the proposed growth in the area is too much.

There was no one else present who wished to speak for or against the proposed Plan of Services or annexation and, after ample time had been given, Mayor McFarland declared the public hearing closed.

Mr. Chris Griffith, City Engineer, answered questions from Council regarding the traffic study being conducted in that area and what the City could learn from the results of the study.

The following RESOLUTION 19-R-PS-38 was read to the Council and offered for adoption upon motion made by Mr. Martin, seconded by Vice-Mayor Scales Harris. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: Rick LaLance

(Insert RESOLUTION 19-R-PS-38 here to adopt a Plan of Services for approximately 11.3 acres located along Asbury Lane and Asbury Road; Pretoria Rentals Trust, applicant [2019-509].)

The following RESOLUTION 19-R-A-38 was read to the Council and offered for adoption upon motion made by Mr. Martin, seconded by Vice-Mayor Scales Harris. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: Rick LaLance

(Insert RESOLUTION 19-R-A-38 here to adopt annexation for approximately 11.3 acres located along Asbury Lane and Asbury Road [2019-509].)

Mr. Brian Dunn, CSDG, gave a presentation of Landmark Homes of TN's proposed zoning plan for the area, Pretoria Falls.

Mayor McFarland then declared the public hearing open regarding the zoning of approximately 10.2 acres located along Asbury Lane and Asbury Road and invited those present who wished to speak for or against the proposed zoning, step forward to the podium.

Mr. Daniel Brunner, 3696 Asbury Lane, opposed the proposed rezoning, stating that he believes the density of homes being proposed for the area is too great. He has concerns what the development will do to his floodplain and feels that the dog park should not be next to his livestock field. Mr. Brunner stressed to the Council that the area is of great historical significance.

Mrs. Laura Gamble, 3867 Asbury Road, opposed the proposed rezoning, stating that she has concerns about the "business park" that was mentioned in the plan. A sinkhole is forming on her property that she believes is due to the current construction projects and is worried what more construction will do to the sinkhole and the foundation of her home.

Mr. Doug Hayes, 3858 Asbury Road, opposed the proposed rezoning, stating that Asbury Road has been destroyed by the current construction and more development will make things worse. He is concerned with the increased traffic that the development will

bring and does not believe that Asbury Road can support the development. He further questioned why the Council would approve this project when it goes against the 2035 Plan.

Ms. Kitti McConnell, 3818 Asbury Road, opposed the proposed rezoning, stating that the health of Overall Creek has been damaged by the current development and she worries what more development will do to the health of the waterway. She stated her concerns with increased traffic on Asbury Road and that there are CUD water lines that the developers need to avoid or move.

Mr. Chris Bennett, 3818 Asbury Road, opposed the proposed rezoning, stating that he is concerned with the increased traffic the development will bring to the road and the safety concerns associated with increased traffic.

There was no one else present who wished to speak for or against the proposed zoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

Mr. Chris Griffith and Mr. Matthew Blomeley answered questions from Council regarding the proposed rezoning and development plan. Mr. Kyle Griffin, P.E., CSDG, answered questions regarding property elevation of a 4' increase in one section.

An ordinance, entitled "ORDINANCE 19-OZ-38 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 10.2 acres along Asbury Lane and Asbury Road as Planned Residential Development (PRD) District (Pretoria Falls PRD), simultaneous with annexation; Landmark Homes of TN, applicant [2018-427]," was read to the Council and offered for passage on first reading upon motion made by Mr. Martin, seconded by Vice-Mayor Scales Harris. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: Rick LaLance
Eddie Smotherman

The following letter from the Acting Planning Director was presented to the Council:

(Insert letter dated October 24, 2019 here with regards
to fee schedule for the Planning Department.)

Mr. Blomeley, Acting Planning Director, presented the recommendation of the Planning Department to approve the amended fee schedule for the department which should yield approximately \$12,000 per year in additional revenues.

The following RESOLUTION 19-R-23 was read to the Council and offered for adoption upon motion made by Mr. Martin, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-23 here setting type and amount of Planning Department fees for application to the Historic Zoning Commission, review of master plans, and mandatory referral requests.)

The following letter from the Acting Planning Director was presented to the Council:

(Insert letter dated October 24, 2019 here with regards to scheduling public hearings for zoning application for approximately 8.14 acres along Shores Road; annexation Plan of Services and annexation petition for approximately 44.75 acres along S Rutherford Blvd.; zoning application for approximately 44.75 acres along S Rutherford Blvd.; annexation Plan of Services and annexation petition for approximately 297.5 acres along Joe B Jackson Pwky.; zoning application for approximately 200.1 acres along Joe B Jackson Pkwy.; and zoning application for approximately 122.19 acres along Cason Trail.)

The following RESOLUTION 19-R-PH-40 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-PH-40 here fixing the time for holding a Public Hearing on December 5, 2019 to consider a proposed amendment to approximately 8.14 acres in the Planned Unit Development (PUD) District located along Shores Road (Westlawn PUD); D.R. Horton, Inc., applicant [2019-428].)

The following RESOLUTION 19-R-PH-41 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-PH-41 here fixing the time for holding a Public Hearing on December 5, 2019 to consider: (1) adoption of a Plan of Services for and annexation of 44.75 acres and (2) zoning of approximately 44.75 acres along South Rutherford Boulevard to General Industrial (G-I) District which have been proposed to be annexed to the City of Murfreesboro, Tennessee; Mary K. Murfree Family Partnership, applicant. [2019-510 and 2019-429].)

The following RESOLUTION 19-R-PH-42 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-PH-42 here fixing the time for holding a Public Hearing on December 5, 2019 to consider: (1) adoption of a Plan of Services for and annexation of 297.5 acres along Joe B. Jackson Parkway and Elam Road, which have been proposed to be annexed to the City of Murfreesboro, Tennessee, and (2) the zoning of approximately 200.1 acres of the area to be annexed as General Industrial (G-I) District; Betty and Elizabeth Dempsey, applicants [2019-511 and 2019-432].)

The following RESOLUTION 19-R-PH-43NA was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Eddie Smotherman
Kirt Wade
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-PH-43NA here fixing the time for holding a Public Hearing on December 5, 2019 to consider a proposed amendment to rezone approximately 122.19 acres along Cason Trail, Eastview Drive, and Racquet Club Drive from Single-Family Residential Ten (RS-10) District and Single-Family Residential Fifteen (RS-15) District to Planned Unit Development (PUD) District (Hidden River Estates PUD); Blue Sky Construction, applicant [2019-426].)

The following letter from the Acting Planning Director was presented to the Council:

(Insert letter dated October 24, 2019 here with regards
to mandatory referral for abandonment of a
drainage easement along Williams Drive.)

Mr. Matthew Blomeley, Acting Planning Director, presented the request of the Planning Department to abandon a drainage easement along Williams Drive.

Mr. Smotherman made a motion to approve the request to abandon the easement along Williams Drive. Mr. Wade seconded the motion and all members of the Council voted "Aye".

The following letter from the Acting Planning Director was presented to the Council:

(Insert letter dated October 24, 2019 here with regards
to mandatory referral for abandonment of a
sanitary sewer and drainage easement
along County Farm Road.)

Mr. Matthew Blomeley, Acting Planning Director, presented the request of the Planning Department to abandon a sanitary sewer and drainage easement along County Farm Road.

Mr. LaLance made a motion to approve the request to abandon the sanitary sewer and drainage easement along County Farm Road. Mr. Martin seconded the motion and all members of the Council voted "Aye".

The following letter from the Acting Planning Director was presented to the Council:

(Insert letter dated October 24, 2019 here with regards
to mandatory referral for abandonment of a
drainage and detention easement
along Joe B Jackson Parkway.)

Mr. Matthew Blomeley, Acting Planning Director, presented the request of the Planning Department to abandon a drainage and detention easement along Joe B Jackson Parkway.

Mr. LaLance made a motion to approve the request to abandon the drainage and detention easement along Joe B Jackson Parkway. Mr. Smotherman seconded the motion and all members of the Council voted "Aye".

The following letter from the Acting Planning Director was presented to the Council:

(Insert letter dated October 24, 2019 here with regards
to mandatory referral for installation of private
irrigation lines in right-of-way
of Lannister Avenue.)

Mr. Matthew Blomeley, Acting Planning Director, presented the request of the Planning Department to abandon the right-of-way along Lannister Avenue to allow installation of private irrigation lines.

Mr. LaLance made a motion to approve the request to abandon the right-of-way along Lannister Avenue. Mr. Wade seconded the motion and all members of the Council voted "Aye".

The following letter from the Acting Planning Director was presented to the Council:

(Insert letter dated October 24, 2019 here with regards
to mandatory referral for abandonment of a
drainage easement along North
Tennessee Boulevard.)

Mr. Matthew Blomeley, Acting Planning Director, presented the request of the Planning Department to abandon a drainage easement along North Tennessee Boulevard.

Mr. Martin made a motion to approve the request to abandon the easement along North Tennessee Boulevard. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 24, 2019 here with regards
to sale of property at 912 Dashiell Street.)

Mr. Craig Tindall, City Manager, presented the request to approve the sale of property located at 912 Dashiell Street for \$1.7 Million to Univar USA Inc.

Mr. Smotherman made a motion to approve the property sale at 912 Dashiell Street in the amount of 1.7 Million. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letter from the Acting Director of Community Development was presented to the Council:

(Insert letter dated October 24, 2019 here with regards
to Habitat for Humanity acquisition of property
at 523 Castle Street.)

Mr. Craig Tindall, City Manager, presented the request to approve the Sub-Recipient Agreement with Habitat for Humanity for property located at 523 Castle Street.

Mr. Wade made a motion to approve the Sub-Recipient Agreement with Habitat for Humanity. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letter from the Parks and Recreation Director was presented to the Council:

(Insert letter dated October 24, 2019 here with regards
to Patterson Natatorium HVAC/Dehumidification
Unit Contract.)

Mr. Nate Williams, Parks and Recreation Director, presented the request to approve the contract with The Comfort Group for HVAC/dehumidification work totaling \$984,161.

Vice-Mayor Scales Harris made a motion to approve the contract with The Comfort Group in the amount of \$984,161. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 24, 2019 here with regards
to acquisition of right-of-way and easement for
Jones Boulevard Improvements.)

Mr. Chris Griffith, City Engineer, presented the request of the Engineering Department to approve funding for the acquisition of right-of-way and easements along Jones Boulevard for \$234,000.

Mr. Smotherman made a motion to approve funding in the amount of \$234,000 for acquisitions of right-of-way and easements along Jones Boulevard. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 24, 2019 here with regards
to Final Change Order for Lytle Street Phase II.)

Mr. Chris Griffith, City Engineer, presented the request of the Engineering Department to approve the Final Change Order for the Lytle Street Phase II project changing the contract amount from \$6,093,457.18 to \$6,223,170.62.

Mr. Smotherman made a motion to approve the Final Change Order for the Lytle Street Phase II project. Mr. Martin seconded by the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 24, 2019 here with regards to Beer Permit
Application for Carmen Mexican Restaurant at
1935 S Church Street.)

Mr. Smotherman made a motion to approve the Beer Permit for Carmen Mexican Restaurant, 1935 South Church Street (Ownership Change). Mr. Martin seconded the motion and all members of the Council voted "Aye".

The Finance Director announced that there were not any statements to be considered.

Upon recommendation of Mayor McFarland, Mr. Wade made a motion to reappoint Mr. Jeff Davis (term expires June 30, 2023) to fill the vacancy of Mr. Rick Cantrell on the Historic Zoning Commission. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

Mayor McFarland addressed Council and staff with his apprehension regarding the Pretoria Falls project and its deviation from the 2035 Plan. He tasked staff with developing processes for projects that come to the Planning Department that deviate from the 2035 Plan.

There being no further business, Mayor McFarland adjourned this meeting at 9:32 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Policies and Procedures for Art Displayed on City Property

Department: Community Services Division

Presented by: Angela Jackson, Executive Director

Requested Council Action:

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

Summary

Updated policies and procedures for art displayed on City property.

Staff Recommendation

Approve and adopt policies and Resolution 21-R-04.

Background Information

The City has acquired artwork for public display for years, with gallery exhibits currently in the City Hall Rotunda, Patterson Park Community Center, and Bradley Museum, as well as sculptures located on the Civic Plaza and Gateway Island.

In order to incorporate art and design projects of the highest quality throughout our public spaces and preserve a legacy of art and culture for future generations, updates to City policies and procedures are proposed. This process will incorporate best practices, encourage the display of visual art, and provide a mechanism for the inclusion of artwork displayed on City properties.

Council Priorities Served

Establish strong City brand

Public art is an important indicator in a vibrant community's cultural tourism and economic development.

Fiscal Impact

Attachments

1. Resolution 21-R-04
2. Policies and Procedures for Art Displayed on City Property
3. Sample Loan Agreement
4. Sample Donation Agreement

RESOLUTION 21-R-04 adopting Policies and Procedures for Art
Displayed on City Property.

WHEREAS, the City of Murfreesboro has long acquired artwork for public display on City-owned property; and,

WHEREAS, the most recent Policy on Art Work Displays was approved by City Council over twenty years ago on May 14, 1998; and,

WHEREAS, over time the process for the City’s acquisition and display of public artwork have become attenuated; and,

WHEREAS, in ongoing efforts to streamline best practices, City staff have developed policies and procedures regarding the accession, maintenance, and display of public artwork; and

WHEREAS, the City Council wishes to adopt such policies and procedures as set forth in Attachment A hereto.

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

SECTION 1. Approves and adopts the Policies and Procedures for Art Displayed on City Property contained in Attachment A hereto.

SECTION 2. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 3. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker

Adam F. Tucker
City Attorney



... creating a better quality of life

POLICIES AND PROCEDURES
FOR ART DISPLAYED ON CITY PROPERTY
January 7, 2021

1.0 Purpose

- 1.1 The City of Murfreesboro adopts these policies and procedures to encourage the display of public visual art within the City and to provide a mechanism for the inclusion of artwork displayed on public property throughout the City.
- 1.2 The purpose of this policy is to give direction for:
 - 1.2.1 Establishing a diverse collection of art for public display;
 - 1.2.2 Maintaining the quality of the public art collection;
 - 1.2.3 Ensuring that artworks are sited to the most suitable locations;
 - 1.2.4 Evaluating works for quality, safety, durability, and maintainability;
 - 1.2.5 Strengthening a sense of community in the City;
 - 1.2.6 Considering economic development and cultural tourism when advocating for public art;
 - 1.2.7 Understanding of public art and encouraging public dialogue;
 - 1.2.8 Incorporating art and design projects of the highest quality throughout the community; and
 - 1.2.9 Providing a legacy of art and culture for future generations.
- 1.3 A Cultural Arts Designee (CAD) will be as selected by the Executive Director of Community Services and will be responsible for reviewing all gifts, loans, and public art exhibitions proposed by individuals, organizations, and neighborhood and community groups.

2.0 Definitions

- 2.1 Accession: the formal process used to accept an artwork into the City's Art Collection and record an item as a Collection asset.
- 2.2 Deaccession: the process of removing an object permanently from a Collection, through sale, exchange, or any other transaction by which title is transferred from the collection to another institution or individual. Deaccession may also include disposal by intentional destruction.
- 2.3 Loaned Artwork: artwork given for use over a period of time and returned to the owner at the end of the use period.
- 2.4 Public Art: artwork displayed on City property and accessible to the public.
- 2.5 Relocation: the moving of artwork from one location to another. *Example:* City Hall Rotunda to Patterson Park.

- 2.6 Re-siting: the moving of artwork from one site to another in the original location. (Ex.: City Hall Rotunda east wall to City Hall Rotunda west wall).

3.0 Accession Procedure

- 3.1 Applications for proposed donations, loans, artwork or exhibitions should first be submitted to the CAD.
- 3.2 Applications and supporting materials, including images or rendering of artwork(s) will be reviewed for completion. Additional information may be requested in order to establish compliance with criteria for accession. *Example:* Detailed specifications of proposed method used to secure a sculpture at installation.
- 3.3 If a specific site is recommended for placement of loaned work or exhibition of private art on public property, the CAD will review the proposed site with the appropriate City departments. *Example:* The Director of Parks and Recreation or designee will review items for consideration in the park system. The CAD may work with the applicant to identify an appropriate location for the work of art or exhibition.
- 3.4 The CAD will review applications and supporting materials according to the criteria outlined below to determine whether to recommend accepting or rejecting the proposal as-is, or with conditions. Consideration for approval may be dependent on consultation or approval of interested boards, commissions, or individuals based on the location, scope, reported value of the public art, and/or concurrent City policy.
- 3.5 Acceptance of the recommendation of the CAD will be considered for approval by the Executive Director of Community Services in consultation with the City Manager, City Attorney, and interested boards, commissions or individuals as needed.
- 3.6 No artwork will be permanently accepted into the Collection if it is offered with any restrictions, unless there is convincing reason to do otherwise. If an artwork is donated with restrictions, the conditions will be stated clearly in writing and will become part of the accession records for that artwork.
- 3.7 If the City chooses to accept a proposal, the CAD will work with individuals or groups on timelines and installation of artwork(s).
- 3.8 If the work or exhibition has yet to be fabricated, it is the responsibility of the applicant to provide the CAD with progress updates and scheduled studio visits.
- 3.9 If the City approves the exhibition of loaned art on public property, the owner of the loaned art must execute an agreement with the City where the owner assumes liability for personal or property damage arising from the exhibition of that loaned art on public property.

4.0 Relocation Procedure

- 4.1 A work of loaned art may be considered for relocation in the following circumstances:
 - 4.1.1 The artwork is endangered.
 - 4.1.2 The artwork creates a public safety concern.
 - 4.1.3 The placement of the art compromises the artist's original intent.
 - 4.1.4 The original site is no longer available due to reconfiguration, deconstruction, or building disposal.
- 4.2 All donated works become a part of the City's Art Collection and, as such, may be relocated or removed from display at any time.

5.0 Deaccession Procedure

- 5.1 The City will remove and dispose of works of art when it finds such action to be in the best interest of the City.
- 5.2 A donated work of art may be considered for deaccessioning in the following situations:
 - 5.2.1 The artwork has suffered destruction or been vandalized beyond repair.
 - 5.2.2 The artwork is clearly not within the purposes and goals of the collection or this policy.
 - 5.2.3 The artwork poses significant safety risks.
 - 5.2.4 The artwork is considered real property conveyed during the official disposal or transfer of a City of Murfreesboro building or land.
- 5.3 The request to deaccession artwork must be submitted to the Executive Director of Community Services.
- 5.4 Requests for deaccession of artwork must include a brief narrative explaining why the work is being recommended for deaccession, as well as the following information:
 - 5.4.1 Accession number
 - 5.4.2 Artist's name
 - 5.4.3 Title of work
 - 5.4.4 Date of creation
 - 5.4.5 Dimensions
 - 5.4.6 Edition number (if applicable)
 - 5.4.7 Medium
 - 5.4.8 Provenance
 - 5.4.9 Current location
 - 5.4.10 Visual images
 - 5.4.11 Artist statement and intent (if available)
 - 5.4.12 Donor name and contact (if available)
- 5.5 Final approval for deaccession of artwork will be made by the Executive Director of Community Services upon the recommendation of the CAD and after consultation with the City Manager, City Attorney, and interested boards, commissions or individuals as needed.
- 5.6 If the deaccession is approved, the CAD will process, update inventory, document the deaccession process and final disposition in the Artwork Record maintained by the City.

6.0 Review Guidelines

- 6.1 Every proposal for public art will be reviewed on the basis of the criteria established below. Individuals or groups must submit an application and required supporting materials when proposing a donation, loan, artwork or exhibition in order to assure all criteria is addressed.
 - 6.1.1 Aesthetic Quality: does the artwork have acceptable aesthetic qualities? Criteria includes but is not limited to:
 - 6.1.1.1 Durability and craftsmanship in fabrication

- 6.1.1.2 Relationship of artwork to other works in the City Art Collection as a whole.
- 6.1.1.3 Appropriateness of artwork scale to the proposed site.
- 6.1.1.4 Appropriateness of artwork to other aspects of its surroundings, and artist's credentials and recognition.
- 6.1.1.5 Relevance of the art to the City, local citizens, and the goals of the City's Art Collection.
- 6.1.2 Site: What type of site is proposed for the artwork? Siting criteria includes but is not limited to:
 - 6.1.2.1 Written evidence that location of artwork on the proposed site has been approved by the City department charged with oversight of that site.
 - 6.1.2.2 What are the utility requirements of the artwork?
 - 6.1.2.3 Does the artwork have a connection with the surrounding community?
 - 6.1.2.4 If the artwork is proposed for a site of regional significance (e.g. park, arterial route, or major civic building), does its scale and aesthetic quality merit a prominent location?
 - 6.1.2.5 Is the artwork compatible with the proposed site in terms of size, character, content, etc.?
- 6.1.3 Relationship to the City's Collection as a Whole: How is the proposed gift compatible or incompatible with the City's public art collection? Criteria for compatibility includes but is not limited to:
 - 6.1.3.1 Does the artwork contribute to the diversity and breadth of the City's collection?
 - 6.1.3.2 Is the artist's work already adequately represented in the City's collection?
 - 6.1.3.3 The proposed artwork must contribute to the diversity and vision of the City's Art Collection.
- 6.1.4 Safety, Maintenance and Feasibility: Artworks on City property must be structurally sound, durable and resistant to vandalism, weathering, and excessive maintenance/repair costs, and should not pose a threat to the safety of the public. Applicant must provide the following information prior to approval:
 - 6.1.4.1 Adjacent/surrounding site conditions if applicable.
 - 6.1.4.2 Dimensions, materials, colors.
 - 6.1.4.3 Power, plumbing or other utility requirements.
 - 6.1.4.4 Construction/installation method.
 - 6.1.4.5 Fabricator is qualified to install the work and carries adequate insurance to meet City standards.
 - 6.1.4.6 Evidence that art will not pose a threat to public safety.

7.0 Maintenance and Insurance

- 7.1 The City of Murfreesboro maintains records of all works on City property and oversees their maintenance. Costs of continuing maintenance and anticipated repair during the lifespan of any artwork will be important considerations during the

acceptance process for donated public art. Costs for such activities must fall within the City's budgeted funding sources, and the City must have labor availability to meet the maintenance needs. In the event that any proposed loaned artwork exceeds the City's capacity for maintenance or repair, the donating individual or entity will be responsible to include resources for maintenance and repair in the Public Art Loan Agreement.

- 7.2 The City is self-insured and does not insure artwork displayed on loan. The owner who loans artwork for display bears the risk of loss from damage, destruction, or theft of the artwork while it is in the care of the City of Murfreesboro. Although reasonable efforts are made by the employees and officials of the City of Murfreesboro to protect artwork loaned for display on City property, the City cannot assume any liability or responsibility for loss, damage, or theft of the artwork.

8.0 Complaint Procedure

- 8.1 If a signed, written complaint is made by an employee or citizen of Murfreesboro about a work of art on display, then the CAD, or designee will notify the owner about the complaint and allow the owner an opportunity to immediately withdraw the work. Should the owner not wish to withdraw the work, the CAD, or designee, will notify the City Manager within five (5) business days of receiving the complaint.
- 8.2 The City Manager will hold a meeting to review the complaint within five (5) business days of his or her notice. The owner and the complainant will be notified of the meeting and given an opportunity to be present and address the City Manager or City Manager's designee as to the appropriateness of the display of the work of art. The City Manager may, at his or her election solicit an advisory report. The City Manager may also allow presentations from persons other than the owner and the complainant if the City Manager wishes to do so. After such presentations and discussions, the City Manager will determine whether the work of art will be removed, relocated, relabeled or otherwise modified giving due regard and consideration to the owner's freedom of expression and due process under the First and Fourteenth Amendments in accordance with the forum in which that art is displayed.
- 8.3 If the owner is unavailable to respond or attend the meeting with the City Manager and the work of art is subsequently removed, relocated, relabeled or otherwise modified, then the owner has thirty (30) calendar days from the date of the action to request the City Manager review his or her decision regarding the work of art.
- 8.4 There will be no removal or disguise of the work of art once placed on display unless the City Manager elects to do so, subject to the right of the owner to remove it.



... creating a better quality of life

PUBLIC ART DONATION AGREEMENT

THIS DONATION AGREEMENT (the “Agreement”) is entered into as of _____, 20__ (the “Effective Date”) and sets forth the entire agreement by and between **DONOR**, a **LEGAL DESCRIPTION OF PERSON/ENTITY** (“Donor”) and **City of Murfreesboro, Tennessee** (the “City”). Donor hereby grants, transfers, assigns, conveys, and delivers to, and City hereby accepts and acquires from Donor, all of Donor’s right, title, copyright, and interest in and to the **DESCRIPTION OF ARTWORK** (the “Artwork”) pursuant to the terms and conditions contained in this Agreement.

This agreement consists of the following documents:

- This document
- Public Art Policies and Procedures
- 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

1. **Duties and Responsibilities of Donor.** Donor agrees to provide and City agrees to accept the artwork as described above and in attached Exhibit A.

2. **Donor Representations and Warranty.** Donor warrants to City that Donor is the lawful owner of the Artwork and has the full right, power, and authority to assign and transfer the Artwork, and the Artwork is free and clear of liens, claims and encumbrances arising by or through Donor.

3. **City’s Acknowledgement, Representations and Warranty.**

3.1 City acknowledges that it has inspected the Artwork and understands, acknowledges, and accepts the Artwork in its current condition and subject to the warranty limitations set forth above. The artwork materials meet the goals of the **POLICIES AND PROCEDURES FOR ART DISPLAYED ON CITY PROPERTY**, and it is therefore appropriate to accept donation.

3.2 City represents and warrants to Donor as follows: (i) City is a municipality, duly organized, validly existing and in good standing under the laws of the State of Tennessee and has all necessary power and authority to enter into and carry out the transfer and assignment contemplated herein; (ii) the execution and delivery of this Agreement by City and the consummation by City of the transactions contemplated in this Agreement have been authorized by all necessary Municipal action on the part of City; and (iii) this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms, except as

limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally, whether the enforcement of such creditors' rights is sought at law or in equity.

4. **Delivery and Transfer of Title and Risk of Loss.**

4.1 The Artwork will be delivered to City's facility at **SPECIFIC LOCATION, ADDRESS** (the "Facility"). Upon execution of this Agreement, Donor will deliver Artwork to City's facility, and Donor will unload the Artwork from Donor's vehicle at City's Facility. Once Artwork is unloaded from Donor's vehicle, it is deemed that Donor will have delivered the Artwork to City. Upon delivery, the transfer, assignment and conveyance of the Artwork set forth in the opening paragraph of this Agreement is hereby deemed effective and title and risk of loss hereby pass to City.

4.2 City hereby accepts the foregoing transfer, assignment and conveyance of the Artwork. City acknowledges that it bears all risk of loss of the Artwork once the Artwork has been delivered to the Facility. City hereby accepts all responsibility and liability in any manner arising from, related to or connected with the Artwork from and after execution of this Agreement.

5. **Taxes and Expenses of Negotiation.** The City is exempt from State sales tax and will issue a tax exemption certificate if requested. City will not be responsible for any taxes imposed on Donor. To the extent applicable, Donor will be responsible for any and all transfer taxes applicable to the transfer, assignment, and conveyance of the Artwork. Furthermore, Donor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City. Each of the parties will pay its own costs and expenses in connection with the negotiation, execution and consummation of the donation contemplated by this Agreement and any related documents.

6. **Timing Requirements.** City will accept delivery of the Artwork from the Facility as soon as commercially reasonable, but in any event no later than **SPECIFIC DATE** (the "Delivery Deadline").

7. **Reversion of Interest.**

7.1 City agrees that if it has not accepted delivery of the Artwork from the Donor on or before the Delivery Deadline, its interest in the Artwork will be terminated, and all interest transferred hereunder will revert to Donor without any further action on the part of Donor or City. Donor will thereafter have the right to dispose of the Artwork without further notice to City, and City will have no claim to any portion of any purchase price City may receive in the event of such disposal.

7.2 Donor agrees that upon accepted delivery by City, its interest in the Artwork will be terminated entirely and all interest will be transferred to City. City will thereafter have the right to display, reproduce, prepare derivative works, license or dispose of the Artwork without further notice to Donor, and Donor will have no claim to any portion of purchase price or proceeds City may receive in such event.

8. **Further Assurances.** Donor and City agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to affect this Agreement and the transfer of the Artwork from the Donor to the City. In addition, Donor will cooperate with City in a commercially reasonable manner during the Delivery Deadline.

9. **Indemnity.**

9.1 Donor 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 Donor, 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 Donor, 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.

9.2 In accordance with Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Donor from any claims arising from any failure, regardless of any language in any attachment or other document that Donor may provide.

9.3 Copyright, Trademark, Service Mark, or Patent Infringement.

9.3.1. Donor, 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. Donor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Donor 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 Donor to do so. The City reserves the right to participate in the defense of any such action. Donor 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 Donor; (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.

9.3.2. If the artwork furnished under this Agreement is likely to, or does become, the subject of such a claim of infringement, then without diminishing Donor's obligation to satisfy the final award, Donor may at its option and expense:

9.3.2.1. Procure for the City the right to continue using the products or services.

9.3.2.2. Replace or modify the alleged infringing artwork with equally suitable artwork that is satisfactory to the City, so that they become non-infringing.

9.3.2.2. Remove the artwork, provided however, Donor will not exercise this option until Donor and City have determined that each of the other options are impractical.

9.3.3. Donor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the display or use of the artwork in combination with apparatus or devices not supplied or contemplated by Donor, the use of the artwork in a manner for which the artwork was 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.

10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

11. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Any such assignment or transfer does not release Donor from its obligations hereunder.

12. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the donation of the artwork herein described and governs the respective duties and obligations of the parties.

13. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure* meaning

any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

14. **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 the Donor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

15. **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.

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

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

18. **General Terms.** The language of this Agreement will be construed as a whole according to its fair meaning and not strictly for or against either party. This Agreement contains the entire agreement between Donor and City in respect of the transfer and assignment of the Artwork and supersedes and replaces any other agreement, oral or written, between the parties with respect to the subject hereof. This Agreement may be executed by the parties in separate counterparts (including electronic signature and signatures transmitted by facsimile), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

TO HAVE AND TO HOLD the Artwork together with all and singular the rights and appurtenances thereto and in any way belonging unto the City and its successors and assigns forever.

IN WITNESS WHEREOF, Donor and City have executed this Agreement as of _____, 20____.

DONOR

By: [Print Name] _____

**ACKNOWLEDGED AND AGREED TO
BY DONEE
CITY OF MURFREESBORO**

By: Craig. D. Tindall
Title: City Manager

Approved as to form:

Adam F. Tucker, City Attorney

Address for notice to Donor:
Donor’s Name
Donor’s Street Address
Donor’s City, State, and Zip
Donor’s Email Address

Address for notice to the City:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130



PUBLIC ART LOAN AGREEMENT

LOAN AGREEMENT # _____

LENDER NAME: _____

Street: _____

City, State, Zip: _____

Phone: (WORK) _____

(CELL) _____

Contact or Lenders Representative Name: _____

BORROWER:

City of Murfreesboro, Cultural Arts

521 Mercury Boulevard

Murfreesboro, TN 37130

Phone: _____

Borrower Contact or Representative Name: _____

LOAN: Lender agrees to loan the object or objects ("Art or Artifact") described on the face of this Loan Agreement ("Agreement") or in attached exhibit (Attachment A) to the City of Murfreesboro Department of Cultural Arts ("Borrower") for Borrower's Exhibition Program subject to, and in accordance with the terms and conditions of this Agreement.

WARRANTY OF TITLE: The Lender warrants that Lender is the lawful owner of the Art or Artifact.

PERIOD OF LOAN: ____/____/____ through ____/____/____ (Subject to extension thirty (30) days in advance of end date, to be mutually agreed upon in writing.)

AREA OF EXCLUSIVE DISPLAY: (Example: Gallery Exhibition space in the Washington Theatre lobby) Loan period may be delayed, curtailed, or postponed if security measures prevent installation or access to gallery locations



PUBLIC ART LOAN AGREEMENT

(Attach a separate sheet or list of the following information if more than one piece is loaned. See Attachment A)

ARTIST or OWNER:

ITEM TITLE:

DATE of CREATION:

MEDIUM:

Approx. MEASUREMENTS:

DESCRIPTION/CONDITION of ARTWORK:

SEPARATE DISPLAY HARDWARE (if any)

INSURANCE VALUE (stated by LENDER):

\$

INSURANCE COVERAGE: TO BE MAINTAINED BY LENDER. Insurance coverage by the lender begins at the point in time when the artwork is transferred to the care and custody of the Borrower, generally upon receipt of a signed copy of this agreement by Lender.

CONDITIONS GOVERNING THE LOAN

Items 1-11

1. GENERAL

The term of the Loan Agreement will commence on the date the Art or Artifact is received by Borrower and will run for the period of time specified on the face of this agreement, plus a reasonable time required for returning the Art or Artifact to the Lender. Any extension of the term of the loan will be in writing and signed by both parties. The Borrower reserves the right, in its discretion, to exhibit the Art or Artifact in the manner, time and place, which it considers appropriate or to relocate or withdraw the Art or Artifact from display. The Borrower agrees to notify the Lender as soon as possible of any Art or Artifact withdrawn for any reason or any theft, damage, alteration, or loss occurring while the Art or Artifact is in the Borrower's possession.



2. CARE AND PRESERVATION

While in its custody, Borrower will give the Art or Artifact the same care provided similar property of its own that is on exhibition. The Borrower agrees to provide: all fire precautions as required by law and local ordinances; safe handling of the Art or Artifact under professional supervision; reasonable protection against theft, vandalism, and all required security measures and environmental conditions that are provided to City facilities. The Borrower is responsible for the well-being of the Art or Artifact and in its storage (if applicable). Evidence of damage to the Art or Artifact at the time of receipt or while in the Borrower's custody will be reported immediately to the Lender. Should damage occur in transit, the carrier will also be notified and all packing materials saved for inspection. Any damage occurring in transit during the return of the Art or Artifact to the Lender should be reported immediately to Borrower, Attn.: Cultural Arts Designee (CAD). The Lender and Borrower understand that all Artworks or Artifacts are subject to gradual inherent deterioration for which neither party is responsible. No alteration, restoration, or repair of Artwork will be undertaken without the written authorization of the Lender. The Lender agrees that the display methods, location and environment agreed upon for the artwork at the time of custody transfer to the borrower is acceptable for the duration of the loan.

3. TRANSPORTATION AND PACKING

The Lender or Lender's representative is responsible for delivering and picking up all artwork from the exhibition space. Artwork installed in the gallery will be done so with the supervision, help, and escort of the Cultural Arts Designee (CAD). Final responsibility of mounting and placing the artwork rests with the Borrower. The Lender certifies that the Artwork is in good condition and will withstand ordinary strains of packing, handling, and transportation. Both parties must agree upon the method of shipment or delivery. In situations where the Lender is transporting the artwork to the exhibition space by means of personal vehicle, point of care and custody will begin once the artwork has been placed in the agreed upon display area and the Lender has receipt of a signed copy of this loan agreement. When the Artwork or Artifacts are Lender transported, the Lender will unpack all Art or Artifacts in the exhibition staging area at the time of delivery and will be responsible for the condition and safe handling of the Art or Artifacts until such time of installation of the Art or Artifact in the agreed upon exhibition area. When Artwork is Lender transported, the Lender will be responsible for and bear all costs, and assume all risks, in delivery of the Artwork to Borrower. At the end of the term of loan, the Borrower will return the Artwork to the Lender or to the Lender's duly authorized agent. The Lender will provide all materials and pack all Artwork for transit. The Borrower will assume no risk or responsibility for providing materials or labor to pack the Artwork for transit.

4. STORAGE

Crates, packing material, and unused artwork or artifacts will be returned to the Lender. The Borrower will not store any packing materials, components, or equipment belonging to the Lender. All packing materials, components, and equipment will be removed by the Lender from Cultural Arts premises at the end of the Art or Artifact installation.

5. INSURANCE

If so indicated on the face of this Agreement, the Lender will insure Artwork lent to the City of Murfreesboro, Cultural Arts, for the insurance value specified on the face of this agreement, against all risks of physical loss or damage from any external cause while on location during the period of the loan and while in transit for return to Lender. The City of Murfreesboro, Cultural Arts, bears no responsibility for loss or damage due to such causes as gradual deterioration, moths, vermin, war,



invasion, hostilities, insurrection, confiscation by order of any government or public authority, risks of contraband or illegal transportation and/or trade.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL BORROWER BE LIABLE FOR ANY LIQUIDATED, PENALTY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATION IN CONNECTION WITH THE DELIVERY, DISPLAY, OR PRESERVATION OF THE ARTWORK.

IN NO EVENT WILL THE TOTAL LIABILITY OF BORROWER EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL VALUE OF THE BENEFIT CONFERRED TO BORROWER UNDER THE LOAN AGREEMENT.

7. FORCE MAJEURE

To the extent that circumstances beyond the reasonable control of a party, including weather or other acts of God, named storms, war, riots, civil unrest, terrorism or threats of terrorism, governmental actions, pandemic, epidemic, public health crisis, labor strife, conduct by third parties, or curtailment of transportation facilities, prevent, delay, or make commercially impractical performance by that party, in whole or in part, then such performance will be excused. In the case of force majeure, emergency, property loss incident, or other events out of the Borrower's control, Cultural Arts Designee (CAD) will withdraw or relocate the Exhibition in whole or in part to a safe or secure location. In such case the Borrower will notify the Lender as soon as possible of the removal or relocation of the Art or Artifact. In all cases, the Borrower will facilitate the pickup and transfer of custody of the Art or Artifact to the Lender by providing assistance and access to the Art or Artifact to the Lender or its duly authorized agent.

8. DISPUTES

It is the intention of both Lender and Borrower to uphold the agreement made in this Agreement; however, should a dispute arise in the course of this loan term solely between the parties, both parties agree to negotiate in good faith to settle any claims, disputes, or controversies arising out of or relating to this Loan Agreement. Each party waives any and all rights under law or in equity to seek or recover attorneys' fees from the other party in any civil or administrative litigation or dispute resolution proceeding for breach of this Loan Agreement or to enforce any provision of this Loan Agreement.

9. PUBLICITY AND PHOTOGRAPHY

Unless otherwise specified on the face of this Loan Agreement, it is understood that the Art or Artifact may be photographed and reproduced in City of Murfreesboro publications, on website, and for publicity purposes connected with the exhibition.

10. SALES

No Art or Artifact on loan may be withdrawn by Lender during the duration of this agreement, unless agreed upon by both parties. The Lender will negotiate all sales of the Art or Artifact and is obligated to notify the Borrower immediately of any sales transactions. Unless otherwise agreed by Borrower, any sale will be subject to this Loan Agreement. The Borrower is not responsible to the Lender or purchaser concerning any sales transactions of the Art or Artifact. Any and all artwork removed from the exhibit before the expiration of this agreement will be replaced by a similar piece of artwork by the



PUBLIC ART LOAN AGREEMENT

Lender and will be subject to the approval of the Cultural Arts Designee (CAD) for installation. No price tags may be attached to the Art or Artifact.

11. TERMINATION

Termination by Borrower, by Action or Default. The Borrower may terminate this Agreement for any cause. The Borrower must notify the lender thirty (30) days in advance, in writing, of any need to cancel this Agreement prior to the end of the Term. The Lender may terminate this contract for any cause. The Lender must notify the Borrower thirty (30) days in advance, in writing, of any need to cancel this Agreement prior to the end of the Term. In such case, Borrower will not be responsible for any damages or other costs arising from such a termination.

12. RETURN OF ARTWORK

Upon expiration of the loan term, the Art or Artifact will be released to the Lender or duly authorized agent or representative. If mailed or shipped, Lender will allow a reasonable time of at least two weeks for delivery from the end date of the exhibition indicated on the front of this agreement. If a signed receipt is not returned within fifteen (15) days of issue, the condition of the Artwork as noted and returned will be deemed acceptable to Lender and that no subsequent claim for damage may be filed. If the Borrower is unable to contact the Lender, and no special arrangements have been made for the return of the loaned artwork, the Borrower may continue to display the Artwork, or it may place the Artwork in storage at the Lender's risk. It is the responsibility of the Lender to keep the Borrower informed of any change of address or phone number.

SPECIAL INSTRUCTIONS

- A. TITLE CARDS FOR EACH ARTWORK PIECE: To be limited to include only: Title of piece, name of the artist, medium, and dimensions. No prices or sale notice allowed in the title block. No contact information or commercial logos.
- B. LENDER ACKNOWLEDGEMENT / STATEMENT PLACARD: The Lender may display one (1) placard which informs the viewer about the artist and/or the artist's work. The name of the artist will appear at the top of the placard. The Lender's contact information may appear on this placard.
- C. GRAPHIC RESPONSIBILITY: All graphic informational sign cards are the responsibility of the Borrower in composing, manufacturing, and installing. Cards will NOT be mounted directly to the artwork face for display. If the Cultural Arts Designee (CAD) produces the graphic work, correct information must be submitted to the Cultural Arts Designee (CAD) at least ten (10) days in advance of show opening in a format as requested by the Cultural Arts Designee (CAD).
- D. SHOW POSTER IMAGE: Lender may submit a digital image of a show piece of artwork or photo for inclusion in a poster to be mounted adjacent to the exhibition space and in digital or print marketing materials. Cultural Arts reserves the right to refuse the image for any reason if it does not meet our graphic standards for poster production. Image must be submitted at least ten (10) days in advance of the show opening. Digital images must be submitted in a file format as requested by the Cultural Arts Designee (CAD).
- E. ARTWORK HANGING METHODS: Borrower's venue for display will inform hanging criteria for all loaned artwork. Borrower's Cultural Arts Designee (CAD) will provide Lender with the venue-specific hanging criteria. All artwork should have a hanging device, such as a saw clip or d-



PUBLIC ART LOAN AGREEMENT

rings on the back of their pictures placed within one to two inches from the top of the frame. Wires must be pulled taut with little to no slack. The Lender must provide and receive permission from the Borrower for any specialty mounting hardware or display furniture. Wall mounted or hanging objects should be limited to thirty pounds (30 lbs.) per hanging point. Placard mounting method must be approved by the Cultural Arts Designee (CAD) in advance.

- F. **LOADING-IN OF ARTWORK**: All deliveries of artwork will commence at the venue by appointment with the Cultural Arts Designee (CAD) but should commence between the hours of 8:30am and 4:00pm, Monday through Friday.

With the signature below, I have read and agree to the terms and conditions of this "LOAN AGREEMENT":

LENDER Name (please print): _____

LENDING Organization (if applicable): _____

LENDER or **LENDER'S REPRESENTATIVE** Signature:

_____ Date: _____

City Department Head _____ Date: _____

Approved by City Attorney _____ Date: _____

Date of Delivery: _____ Delivery Responsibility: _____

Items received by: _____ Date: _____

(To be signed upon transfer of care and custody to Cultural Arts)

Authorized City Department Representative Name: _____



PUBLIC ART LOAN AGREEMENT

ATTACHMENT A

LOANED ITEM

ARTIST or OWNER: _____

ITEM TITLE: _____

DATE of CREATION: _____

MEDIUM: _____

Approx. MEASUREMENTS:

DESCRIPTION/CONDITION of ARTWORK:

SEPARATE DISPLAY HARDWARE (if any)

INSURANCE VALUE (stated by LENDER):

\$ _____

RETURN RECEIPT

Date of Return/Pickup: ____/____/____ Location for Return/Pickup: _____

Responsibility for Return/Pickup: _____

Address where Artwork/Object is to be picked up and returned if different than above:

Listed Artwork picked up by whom: _____ Date: _____

I hereby certify that the above loaned items have been returned in an undamaged & acceptable condition:

Signature: _____ Date: _____

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Charter Amendment Creating Community Investment Trust Fund

Department: Legal

Presented by: Adam Tucker, City Attorney

Requested Council Action:

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

Summary

Resolution requesting the General Assembly to amend the City's Charter and provide for a method of managing the proceeds from the sale of the Electric Department and other City property

Staff Recommendation

Adopt Resolution 21-R-05 requesting an amendment to the City's Charter.

Background Information

Council has discussed various means of handling the proceeds that have and will accrue to the City as a result of its sale of the City's Electric. Council has requested the creation of a special fund that permits the proceeds to be prudently invested in a manner that produces a reasonable rate of return. To achieve this objective, the City must transfer its interest in the proceeds to a trust fund that benefits the community.

The City has a private act charter, enacted by the General Assembly. Charter amendments, therefore, require an act of the General Assembly. Currently, the Charter provides only limited guidance for creating a trust. A specific act of the General Assembly will clearly grant authority for the nature and governance of the trust, the types of investments the trust can make, and the types of permitted distributions from the trust. Changing the Charter first requires a resolution of Council so that the proposed amendment can be introduced by members of the City's legislative delegation in the General Assembly.

If enacted, the proposed charter amendment would:

- Grant the City the authority to create a perpetual trust fund using the proceeds from the payments received from;
- Prohibit the funding of the trust from general governmental revenues;
- Establish an independent board of trustees to manage and govern the trust fund;
- Limit the ability of the board of trustees to access, distribute, or otherwise expend the principal of the trust fund;

- Require the board of trustees to make annual distributions to the City in amount equal to five percent (5%) of the trust fund's total fair market value as of the preceding December 31st;
- Permit the board of trustees to distribute the trust fund's investment income to one or more non-profit charitable organizations, non-City governmental organizations, or economic development opportunities that serve the City's residents in any year in which the trust fund's annual gain exceeds five percent (5%); and
- Provide for the termination of the trust in the event the total fair market value of the trust fund falls below \$10,000,000 or pursuant to an initiative or referendum approved by a majority of the qualified voters of the City voting in an election.

The purposes of the trust fund, as set forth in the Charter amendment, are to:

- Support projects and programs of the City or other community investments that benefit the City's inhabitants and improve or enhance the quality of life of the City's inhabitants or aid civic or other public improvements;
- Promote and advance the social welfare of the inhabitants of the City;
- Promote and support educational and recreational activities for children;
- Promote and support economic development and employment opportunities within the City;
- Fund public works; and
- Advance the general welfare of the City and its residents.

Consistent with these broad goals, the amendment proposes that the trust fund be known as the Community Investment Trust Fund.

Council Priorities Served

Improve economic development

Prudent management of the proceeds accruing to the City from the sale of the Electric Department allows for potential funding of future economic development projects.

Expand infrastructure

Prudent management of the proceeds accruing to the City from the sale of the Electric Department allows for potential funding of future infrastructure development that would otherwise be funded through debt.

Attachments:

Resolution 21-R-05

Matter No. 2021-00015

RESOLUTION 21-R-05 requesting the Tennessee General Assembly to pass a Private Act amending the Murfreesboro City Charter to create a Community Investment Trust Fund to be funded initially from the proceeds of the City's sale of the Murfreesboro Electric Department

WHEREAS, Chapter 429 of the Private Acts of 1931, as amended, constitutes the Murfreesboro City Charter, and amendments thereto require a private act of the Tennessee General Assembly in addition to approval by the Murfreesboro City Council; and

WHEREAS, on July 1, 2020, the City of Murfreesboro sold the operations and substantially all of the assets of the Murfreesboro Electric Department ("MED") operations and substantially all of its assets to the Middle Tennessee Electric Membership Corporation ("MTEMC") for a base purchase price of Two Hundred Forty-Five Million Dollars (\$245,000,000.00); and

WHEREAS, at closing, MTEMC paid the City Forty-Two Million Dollars (\$43,000,000.00) and delivered a promissory note payable to the City in the original principal amount of Two Hundred Three Million Dollars (\$202,000,000.00), which shall accrue interest at an annual interest rate of 3.3% and which shall be payable in equal installments of \$17,290,133.78 each over a period of 15 years, with the first installment to be paid on the first anniversary of the Closing Date; and

WHEREAS, the proceeds from the MED sale represent a significant one-time influx of revenue to the City, separate and apart from the tax, assessment, and fee revenue that the City regularly receives and utilizes to fund operations and capital investments, and as such present a unique opportunity to provide ongoing funding for investing in the community and promoting the general welfare of the City and its residents; and

WHEREAS, Section 4(11) of the Murfreesboro City Charter authorizes the City "[t]o take and hold property within or without the corporation, county or state upon trust; and to administer trusts for the public benefit of said corporation"; and

WHEREAS, the City Council has determined that it is in the best long-term interests of the City and its residents to create a perpetual trust funded by the proceeds of the MED sale for the purposes of: supporting City project and programs or of other non-profit institutions that benefit the City's inhabitants and improve or enhance the quality of life of the City's inhabitants or aid civic or other public improvements; promoting and advancing the social welfare of the inhabitants of the City; promoting and supporting educational and recreational activities for children; promoting and supporting economic development and employment opportunities within the City; trusting public works; and advancing the general welfare of the City and its residents; and

WHEREAS, in furtherance of these purposes, the City Council has determined that the trust's assets should be invested at the highest and best practical return of income and in accordance with the Tennessee Prudent Investor Act, currently codified

at Tenn. Code Ann. §§ 35-14-101 *et seq.* and the requirements and limitations imposed on the Board of Trustees of the Tennessee Consolidated Retirement System in Tenn. Code Ann. § 8-37-104(a) and (c).

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

SECTION 1. The Tennessee General Assembly is hereby requested to amend Chapter 429 of the Private Acts of 1931, as amended, by adding a new section, Section 4C, which states as follows:

Section 4C- Community Investment Trust Fund; restricted assets; annual distributions; unrestricted investment income; investment power

- (1) *Community Investment Trust Fund.* Full power and authority is hereby given to the City to create a perpetual trust fund to be funded initially by all fifteen of the installment payments received by the City amortizing that certain promissory note, executed by Middle Tennessee Electric Membership Corporation and dated July 1, 2020, for the sale of the City's electric distribution system and operations ("MTEMC Promissory Note"), and to invest and expend the assets of said trust fund in accordance with this Section. The general purpose of such trust fund (hereinafter, the "Community Investment Trust Fund") shall be: (a) to support projects and programs of the City or other non-profit institutions that benefit the City's inhabitants and improve or enhance the quality of life of the City's inhabitants or aid civic or other public improvements; (b) to promote and advance the social welfare of the inhabitants of the City; (c) to promote and support educational and recreational activities for children; (d) to promote and support economic development and employment opportunities within the City; (e) to fund public works; and (f) to advance the general welfare of the City and its residents. Subject to the limitations set forth in this section, the City Council shall have the authority to adopt ordinances and resolutions and approve such declarations of trust, reasonable and necessary to create and maintain the trust in accordance with its stated purpose.
- (2) *Additional funding from the proceeds of the sale of City property.* The City Council, by resolution, may transfer to the principal of the trust fund herein created the proceeds of the sale of any property owned by the City as a means of providing additional funding for the Community Investment Trust Fund.
- (3) *No tax revenue, special assessments, fee income, fines, or monetary penalties to be allocated to trust.* The City is prohibited from appropriating, transferring, or otherwise allocating any tax revenue, special assessment, fee income, fine or monetary penalty collected to the Community Investment Trust Fund.
- (4) *Restricted assets.* The installment payments received in satisfaction of the MTEMC Promissory note, along with any additional funds transferred to the trust fund pursuant to subsection 2, shall constitute the principal of the Community Investment Trust Fund. Except as otherwise provided in this Section, the Board of Trustees may access, distribute, or otherwise expend such principal only in the event of an emergency declared by resolution approved by a two-thirds (2/3) vote of the members of the City Council present, requesting an emergency loan from the trust and authorizing the issuance of a promissory note in the name of the trust providing for a commercial reasonable interest payments to be made to the trust and establishing full repayment by the City of the loan from the City's property tax revenues within

ten (10) years. Upon the presentation of such resolution to the Board of Trustees, the board shall transfer the requested funds upon the City's execution of the required promissory note.

- (5) *Board of Trustees.* The Community Investment Trust Fund shall be managed and governed by a board, whose members shall be trustees of the trust. The Board of Trustees shall consist of the Mayor and six (6) residents of the City, each appointed by City Council. The resident members shall meet qualifications established by City Council and serve staggered two-year terms as provided by ordinance. The Mayor shall have full voting rights and serve as the board of trustee's chairperson. Subject to the limitations set forth in this Section and the declaration of trust creating the Community Investment Trust, the Board of Trustees shall have the authority to adopt policies and take all other lawful actions reasonable and necessary to exercise the powers granted herein.

The members of the Board of Trustees shall serve in such capacity without compensation.

The City may loan City employees to the Board of Trustees, without charge to the trust, to carry out clerical and other functions related to the fund as directed by the board. In addition, the Board of Trustees is specifically empowered to employ legal, accounting, auditing, and financial professionals reasonably necessary to carry out the functions and purposes of the plan and to negotiate the fees for such professional services, which, notwithstanding any provision to contrary in this Section, may be paid from the trust's assets.

- (6) *Investment power.* Consistent with advancing the purpose of the Community Investment Trust Fund in perpetuity, the Board of Trustees shall invest the trust's assets at the highest and best practical return of income and in accordance with requirements of the Tennessee Prudent Investor Act and any other applicable law imposing duties and responsibilities upon fiduciaries. Notwithstanding the foregoing, the Board of Trustees shall invest the trust investments in accordance with an investment policy, approved by both the board and City Council, that is in all respects consistent with the requirements and limitations imposed on the Board of Trustees of the Tennessee Consolidated Retirement System in Tenn. Code Ann. § 8-37-104(a) and (c). Subject to the limitations in this subsection, the Board of Trustees, or its nominee, shall have full power to hold, purchase, sell, assign, transfer, or dispose of any of the securities or investments in which the trust's assets have been invested, including the purchasing and selling of stock options, as well as of the proceeds of such investments and any moneys belonging to such trusts.
- (7) *Financial reports; budget.* The Board of Trustees shall, on a semi-annual basis and as more specifically established by ordinance, provide the City Council with a complete financial statement for the Community Investment Trust Fund, accurately reflecting the condition of the fund and the investments then made. In addition, the board must present an annual budget setting forth the amount of income from the trust anticipated for the next fiscal year and the proposed distributions and operational expenditures at the same time all other City departments and boards present their budgets to the City Council. Within a reasonable time after such presentation, the City Council must adopt a resolution approving the budget of the Board of Trustees if it is in accordance with this act.
- (8) *Annual distributions to the City's general fund.* Notwithstanding anything in this Section to the contrary, no later than March 31, 2022, and each March 31st thereafter, the Board of Trustees shall authorize payment from the Community Investment Trust Fund to the City an amount equal to five

percent (5%) of the trust fund’s total fair market value as of the preceding December 31st. The City must appropriate such amount for the City’s next fiscal year to further the purposes of the Community Investment Trust Fund. Such distributions and appropriations shall continue annually until such time the total fair market value of the Community Investment Trust Fund as of December 31st falls below Ten Million Dollars (\$10,000,000.00), in which case the trust shall be terminated as provided by this Section.

- (9) *Unrestricted investment income; additional distributions thereof.* In the event the total fair market value of the Community Investment Trust Fund on December 31st of any given year exceeds its total fair market value as of the preceding December 31st by more than five percent (5%), the annual gain in excess of five percent (5%) shall constitute unrestricted investment income, and the Board of Trustees may designate an amount equal to the unrestricted investment income to: (a) one or more non-profit charitable organizations that serve City residents; (b) one or more non-City governmental agencies that serve the City or its residents; and/or (c) one or more economic development projects within the City. The proposed donations shall be included in the board’s annual budget submitted to City Council for approval. The City Council shall have the authority and discretion to approve all, some, or none of the proposed donations. The City Council must appropriate an amount for the City’s next fiscal year equal to the total value of the proposed donations it approves.
- (10) *Termination of trust; final distribution.* The trust shall be maintained in perpetuity except as otherwise provided in this subsection.
 - (a) In the event the total fair market value of the Community Investment Trust Fund as of December 31st in any year following the trust’s creation falls below Ten Million Dollars (\$10,000,000.00), the Board of Trustees shall distribute the trust fund’s remaining assets to one or more non-profit charitable foundations that serve the City’s residents. Such distributions shall be made no later than the following June 30th. Thereafter, the Board of Trustees and City Council are further empowered to take all reasonable and necessary actions necessary to terminate the trust within one year of the final distribution.
 - (b) In the event a majority of the qualified voters of the City voting in an election approve the termination of the Community Investment Trust Fund pursuant to an initiative under Section 26 of this Act or a referendum on a duly enacted ordinance in accordance with Section 27 of this Act, the Board of Trustees and City Council are further empowered to take all reasonable and necessary actions necessary to: (i) convert the fund’s assets to cash deposits; (ii) transfer title to such deposits to the City; and (iii) terminate the trust within one year of the election.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

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

Matter # 2021-00015 - 21-R-05 Charter Amendment Creating Community Investment Trust Fund-Final.Docx

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Board of Zoning Appeals (BZA) Member Compensation
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Ordinance allowing compensation for BZA members to be set by resolution rather than ordinance. Also, resolution amending compensation for BZA members.

Staff Recommendation

Conduct a public hearing and enact the ordinance amendment. Also, approve passage of the resolution.

The Planning Commission recommended approval of the ordinance amendment.

Background Information

The Planning Department presented a Zoning Ordinance amendment [2020-806] to allow the compensation of BZA members to be set by Council resolution rather than a specific amount denoted in the Zoning Ordinance. It is proposed that the BZA members' compensation be increased from \$100 per month to \$150 per month. The compensation amount for BZA members has not changed since the year 2001. During its regular meeting on December 2, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Establish strong City brand

Adequately compensating BZA members for their time will assist the City in recruiting and retaining knowledgeable and dedicated individuals to serve.

Fiscal Impact

Increasing compensation for the BZA members as proposed amounts to \$1,500, which will be funded during the remainder of the fiscal year through departmental savings. Thereafter, the on-going costs will be incorporated into the Department's annual budget.

Attachment:

1. Ordinance 20-O-46
2. Resolution 20-R-29

ORDINANCE 20-O-46 amending Murfreesboro City Code Appendix A—Zoning, Section 30 regarding compensation of members of the Board of Zoning Appeals; Planning Staff, applicant [2020-806].

WHEREAS, the City Council desires to permit future changes to the compensation paid to individuals serving on the Murfreesboro Board of Zoning Appeals to be adopted by resolution.

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

SECTION 1. Appendix A, Section 30, Board of Zoning Appeals, of the Murfreesboro City Code is hereby amended by deleting subsection (A) in its entirety and substituting the following in lieu thereof:

“(A) *Creation and appointment.* A Board of Zoning Appeals is hereby established in accordance with T.C.A §13-7-205. The BZA shall consist of five members, at least one of whom is a member of the Planning Commission. They shall be appointed by the Mayor and confirmed by a majority vote of the City Council. The terms of membership shall be three years with staggered terms. Vacancies shall be filled for any unexpired term by the Mayor and confirmed by a majority vote of the City Council. Compensation of members of the Board of Zoning Appeals shall be set by resolution by the City Council.”

SECTION 2. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

RESOLUTION 20-R-29 setting monthly compensation to be paid to members of the Murfreesboro Board of Zoning Appeals.

WHEREAS, Ordinance 20-O-46, which amended Murfreesboro City Code Appendix A, Section 30, authorizes and requires the City Council to establish rates of monthly compensation for members of the Murfreesboro Board of Zoning Appeals.

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

SECTION 1. Effective January 1, 2021, members of the Murfreesboro Board of Zoning Appeals shall be paid \$150 per month for their service on the Board.

SECTION 2. This Resolution shall be effective fifteen (15) days after the passage and adoption on second reading of Ordinance 20-O-46, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Planning Commission Recommendations
Department: Planning
Presented by: Matthew Blomeley, AICP, Assistant Planning Director
Requested Council Action:

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

Summary

Scheduling a matter previously heard by the Planning Commission for a public hearing before Council.

Staff Recommendation

Schedule a public hearing for the item below on March 4, 2021.

Background Information

During its regular meeting on January 6, 2021, the Planning Commission conducted a public hearing on the item listed below. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval.

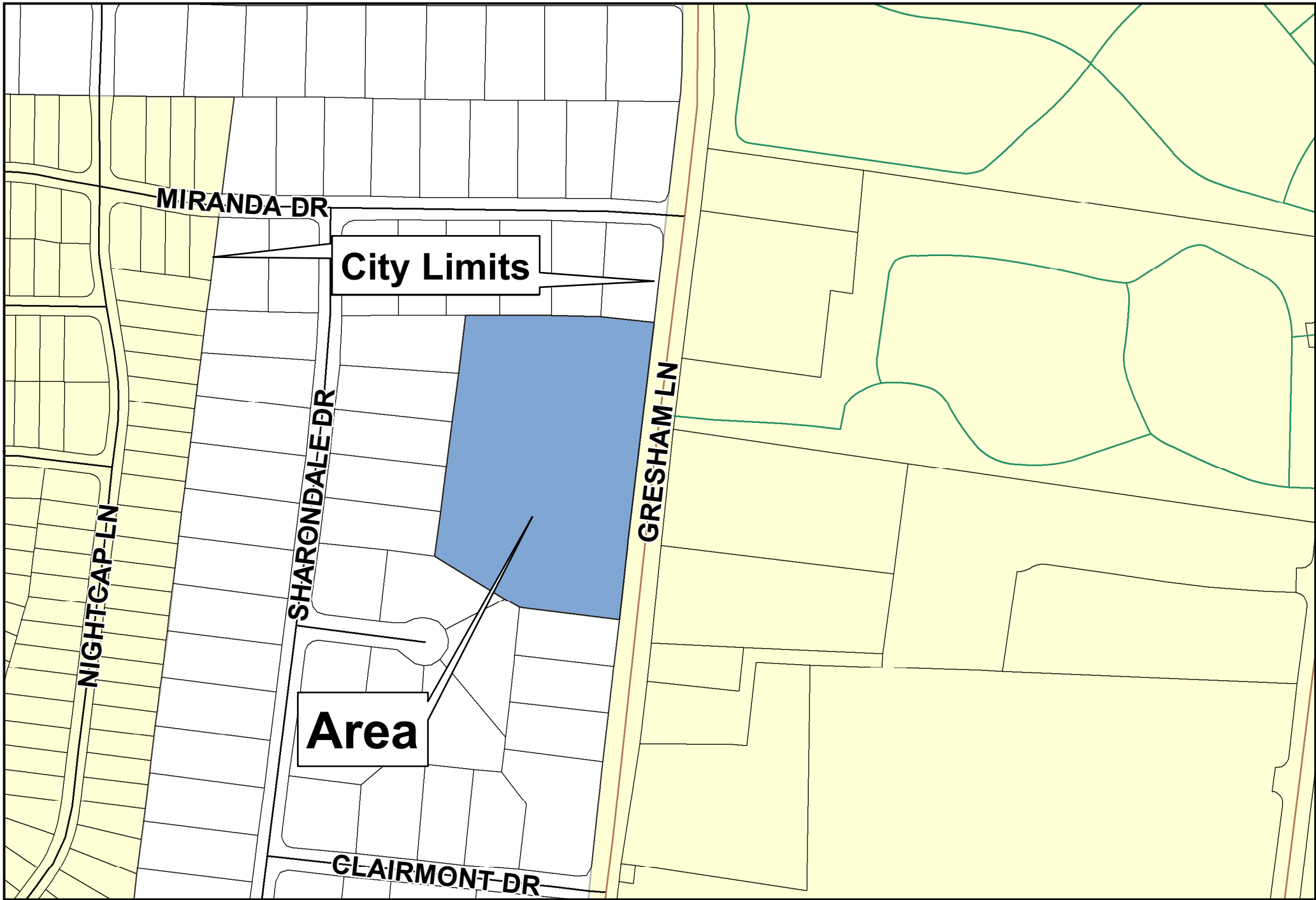
- a. Annexation Plan of Services and Annexation Petition [2020-504] for approximately 5.5 acres located along Gresham Lane, Alcorn Properties, LLC applicant.

Fiscal Impact

The only fiscal impact is the cost of advertising in the newspaper (exact cost unknown at this time).

Attachment:

Map for annexation application for approximately 5.5 acres located along Gresham Lane



Annexation Request for Property Along Gresham Lane



Planning Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
murfreesborotn.gov/planning

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Sewer Allocation Variance-2435 S Church St - Popeyes

Department: Development Services

Presented by: Sam Huddleston PE, Director

Requested Council Action:

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

Summary

A proposed development request for additional density above the sewer allocation ordinance's zoning allowance.

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density.

Background Information

There was a zoom pre-application meeting, December 17th, with the Planning Department for the development of Popeyes at 2435 S Church St. The property is currently zoned Commercial Highway (CH), which per the Ordinance only allows 2.5 sfu's/acre. The property is .91 acres in size and thus is allowed only 2.28 sfu's. The anticipated usage is 4.56 sfu's, therefore the Development will use more than the Ordinance allows, by approximately 2.3 sfu's.

The sanitary sewer system can handle the increased flows for the proposed development. Staff views the advantages of job creation and sales tax revenue of greater benefit than the requested additional sewer capacity.

Council Priorities Served

Improve economic development

The Development will create jobs and provide additional property and sales tax revenue.

Concurrence

The Director of MWRD has approved the request based on sewer system capacity.

Fiscal Impact

The Development will generate commercial tax rate revenue as well as pay one-time development fees.

Attachments

Request Letter



Goodwyn Mills Cawood

3310 West End Avenue
Suite 420
Nashville, TN 37203

T (615) 333-7200
F (615) 333-0529

www.gmcnetwork.com

January 13, 2021

Ms. Valerie Smith
Assistant Director of Engineering
Murfreesboro Water Resource Dept.
220 NW Broad Street
Murfreesboro, TN 37130

**Re: Popeyes Restaurant
2435 S. Church St.
Murfreesboro, TN 37127
Usage Variance Request**

Dear Valerie:

GMC understands the Sewer Allocation Ordinance allows 2.5 single family units per acre, which equates to 650 gpd/acre. The property to be developed for Popeyes is 0.91 acres, allowing $2.5 \text{ sfu} \times 0.91 \text{ ac} = 2.275 \text{ sfu/acre}$. Based on historical usage data (2,964 gpd avg in 2019) from a similar Popeyes located in Murfreesboro, avg usage would be 2,964 gpd or 4.56 sfu/day. We therefore respectfully request a variance to allow an additional 2.3 sfu of usage for the development.

Benefits of allowing this variance include an increase in sales tax and local jobs with the redevelopment of an existing dormant site. In addition to the financial benefits to the community, redevelopment of this property would include removal of the existing vacant structure, construction of a new restaurant, and the increase of 11,000 sf of greenspace.

We would like to request this variance request be placed on the January 21st Council agenda. If you need any additional information please advise.

Sincerely,

Randy Perry, PE
Vice President, Engineering
GMC

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Sewer Allocation Variance-2901 S Church St Development

Department: Development Services

Presented by: Sam Huddleston PE, Director

Requested Council Action:

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

Summary

A proposed development request for additional density above the sewer allocation ordinance's zoning allowance.

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density.

Background Information

There was a zoom pre-application meeting, October 30th, with the Planning Department for the development of a multi-tenant development at 2901 S Church St. The property is currently zoned CF, which per the Ordinance only allows 2.5 sfu's/acre. The property is 1.6 acres in size and thus is allowed only 4 sfu's. The anticipated usage is 7.6 sfu's, therefore the Development will use more than the Ordinance allows, by approximately 3.6 sfu's.

The sanitary sewer system can handle the increased flows for the proposed development. Staff views the advantages of job creation and sales tax revenue of greater benefit than the requested additional sewer capacity.

Council Priorities Served

Improve economic development

The Development will create jobs and provide additional property and sales tax revenue.

Concurrence

The Director of MWRD has approved the request based on sewer system capacity.

Fiscal Impact

The Development will generate commercial tax rate revenue as well as pay one-time development fees.

Attachments

Request Letter



Valerie H. Smith, P.E.
Assistant Director of Engineering
Murfreesboro Water Resource Department
220 NW Broad Street
Murfreesboro, TN 37130
(615) 848-3200

Valerie:

Please let this letter serve as a formal request for a variance to the Sewer Allocation Ordinance for a new multi-tenant commercial development at 2901 South Church Street.

This ordinance allows for 2.5 single family units (SFU's) per acre, which also equals 650 gallons per day (gpd) per acre. The proposed multi-tenant commercial development, zoned Commercial Fringe, sits on a 1.6-acre lot, which calculates to 4 SFUs allotted, or 1,040 gpd. We have estimated that this development would require an extra 3.6 SFUs. The proposed tenants include a Panda Express, a small food user, a dental office and another tenant that is yet to be determined. A breakdown of usage is below:

Panda Express: 1,667 gpd
Small Sandwich Shop: 40 gpd
Dental Office: 250 gpd
Undetermined Tenant: 40 gpd

This commercial development, along with the jobs and tax revenue it would create amongst the 4 tenants, would be very beneficial to the city of Murfreesboro and surrounding areas. This would be the third Panda Express in the city, thanks to the support of the community.

Thank you for considering this variance, and please reach out if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'H. Klover', is written over a faint, larger blue ink signature.

Henry Klover, Proprietor

CC: CFT-NV Developments, LLC

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Sewer Allocation Variance-MTSU Campus

Department: Development Services

Presented by: Sam Huddleston PE, Director

Requested Council Action:

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

Summary

A proposed MTSU improvements requests for additional sewer consumption above the sewer allocation ordinance's zoning allowance.

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density.

Background Information

There was a zoom pre-application meeting, January 14th, with the Planning Department for the development of MTSU's Concrete & Construction Management Building (C&CMB). The MTSU Chiller Plant is also proposed and has already been submitted to Planning for review. The Department has calculated anticipated flows for the Chiller Plant in order to calculate water and sewer connection fees, which have already been approved at the December 17th Council meeting. The zoning for the Chiller Plant is RM16. Anticipated flows for the C&CMB have not been determined and its zoning is CU. Per the Ordinance College & University: Institutional's maximum daily allowance is 880 gallons per day/acre (GPD/acre). The C&CMB building sits on 7.27 acres

The sanitary sewer system can handle the increased flows for the proposed improvements. Staff views expansion of the university to be a benefit to the City and therefore be afforded additional sewer capacity.

Council Priorities Served

Establish strong City brand

Allowing MTSU the opportunity to expand its facilities reinforces the strong ties between the City and MTSU and attracts more students and potential economic opportunities to the City.

Concurrence

The Director of MWRD has approved the request based on sewer system capacity.

Fiscal Impact

The Development will pay one-time development fees.

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Agreement with CMH Architects, Inc.

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

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

Summary

Agreement with CMH Architects, Inc., for design services for the office and multi-purpose space at the Richard Siegel Soccer Complex.

Staff Recommendation

Approve Agreement with CMH Architects.

Background Information

In 2019, the City entered into an agreement with the Tennessee State Soccer Association to move their headquarters to Murfreesboro and partner with the Parks and Recreation Department to bring large events to the City, making the Richard Siegel Soccer Complex a destination for soccer development.

As part of the agreement, the City agreed to build office space to be shared by TSSA staff and MPRD staff. In return, TSSA will pay a lease fee of not to exceed \$50,000 per year. Of the estimated 6,000sf building, 3,000sf will be used for office space, and the other 3,000sf will be allocated for retail/multipurpose space.

The proposed agreement with CMH Architects is not to exceed \$79,200 and includes the following services and funds, which are allocated in the FY20/21 operating budget: conceptual design, design development, construction documents, and the bidding and negotiation process.

Council Priorities Served

Improve economic development

Improving the Richard Siegel Soccer Complex and partnering with TSSA enhances economic development by enhancing the City's ability to attract regional and national events.

Fiscal Impact

The costs of design are incorporated into the FY20 CIP for the enhancement of Siegel Soccer Complex.

Attachments:

1. Agreement with CMH Architects for Professional Services
2. CMH Architects' Proposal for Retail Sales/Administration Building at Richard Siegel Soccer Complex

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MURFREESBORO
AND CMH ARCHITECTS, INC.**

This Agreement for Professional Services (this "Agreement"), effective as of _____ 2021, is made by and between THE CITY OF MURFREESBORO, a Tennessee municipal corporation (the "City"), and CMH ARCHITECTS, INC., (the "Consultant") for professional architectural and engineering services.

RECITALS

- A. The City desires to retain the professional services of Consultant to provide conceptual design and construction documents as further detailed in the Consultant's Revised Proposal dated November 6, 2020 (the "Proposal").
- B. Consultant desires to provide the City with professional services (the "Services") consistent with the objective and best practices of Consultant's profession, and to perform these services in accordance with the standards set forth in this Agreement and the Proposal.
- C. The City and Consultant desire to memorialize their agreement by this Agreement. To the extent that conflicting terms exist between this Agreement and the Proposal, this Agreement shall control.

AGREEMENT

NOW, THEREFORE, in consideration of mutual promises and covenants contained in this Agreement, the City and Consultant agree as follows:

1. Services.

- 1.1 Consultant must provide the Services in a professional, timely, and efficient manner, including, but not limited to, working in close interaction and interfacing with the City and its designated employees, and working closely with others, including other consultants, retained by the City.
- 1.2 The Services will be performed as set forth in the Proposal, in anticipation of construction of a new Retail Sales and Administration Building located at Richard Siegel Soccer Complex.

2. Consultant's Work Product.

- 2.1 Standard. Consultant must perform the Services in accordance with the standards of professional due diligence, care, and quality prevailing among professionals having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria to the Services and the Project identified in this Agreement.
- 2.2 Licensing. Consultant warrants that Consultant holds all appropriate and required licenses, registrations and other regulatory approvals necessary for the lawful furnishing of the Services ("Approvals") and further warrants that Consultant Approvals have not been suspended or subject to any complaint not otherwise disclosed in writing to the City prior to this Agreement for the last 10 years. Consultant shall notify the City immediately of any

Approval status change during the Agreement's duration and the failure of the Consultant to notify the City as required will constitute a material breach under the Agreement.

2.3 Work Product

- a. Reporting. Subject to any limitations expressly stated in the Proposal, Consultant will meet with Executive Director of Community Services, Angela Jackson, Director of Parks and Recreation, Nate Williams, Planning Director, Greg McKnight, additional City officials and its other consultants and provide regular progress reports as requested.
- b. Delivery. Consultant will deliver to the City copies of the preliminary and completed work assignment as scheduled and promptly if not specifically scheduled.
- c. Ownership. Upon receipt of payment for services furnished, Consultant grants to the City the exclusive ownership of and all intellectual property rights to any work undertaken, whether completed or not, including copyrights to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, as defined in the United States Copyright Act, 17 U.S.C § 101, *et. seq.*, and other intellectual work product.
 1. This grant is effective whether Consultant's work is recorded on paper (e.g., a "hard copy"), in electronic format, or any other form.
 2. Consultant warrants, and agrees to indemnify, hold harmless and defend the City for, from and against any claim that any of Consultant's work infringes on third-party proprietary interests.

3. **Compensation for Services.** Consultant's compensation, except expenses, for the Services shall not exceed **Seventy-Nine Thousand Two Hundred Dollars (\$79,200.00)**, as detailed in the Proposal.

- 3.1 Payment. Consultant will submit to the City a monthly Invoice that reflects the Compensation owed for services rendered at the end of each month consistent with the design phase identified in the Consultant's Proposal, plus Expenses (as provided below) that were incurred during the previous 30-day period. After a full and complete Invoice is received, the City will process and remit payment within 30 calendar days of the bill date, subject to or conditioned upon the City's receipt of any supporting documentation required to reasonably substantiate the amounts reflected in the Invoice.
- 3.2 Late Charge. Bills are payable within 30 days of receipt. Any portion of a bill not paid within 30 days is subject to a late charge of one-half percent (0.5%) per month that the bill remains unpaid.
- 3.3 Adjustments to the Compensation require a written amendment to this Agreement may require the City Council approval and any additional services which are outside the scope of basic services contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

- 3.4 **Expenses.** The City will reimburse Consultant for certain out of pocket expenses necessarily incurred by Consultant in connection with this Agreement, without markup ("Reimbursable Expenses") subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and, which policies and procedures will be furnished to Consultant; and
 - b. The Reimbursable Expenses are approved in advance by the City in writing.
4. **Term.** This Agreement shall not be effective until it has been signed first by the Consultant and then approved and signed by the City.
5. **Termination.** The City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date. Consultant will be compensated on a daily prorated basis for the Services furnished prior to receipt of the termination notice and for Reimbursable Expenses incurred.
6. **Indemnification.**
- 6.1 Consultant shall indemnify and hold harmless City, its officers, agents, and employees from any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Consultant, its officers, employees and/or other agents, including its sub or independent contractors in connection with the performance of the contract.
 - 6.2 Consistent with Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Consultant from any claims arising from any failure, regardless of any language in any attachment or other document that Consultant may provide.
7. **Notices.** Any notices shall be considered delivered and the service thereof complete when the notice is hand delivered or posted by registered mail.
- | | |
|--|---|
| If to the City of Murfreesboro: | If to the Consultant: |
| City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130 | Blake Nelson, NCARB, LEED AP
Senior Vice President, CMH Architects, Inc.
1800 International Park Drive, Suite 300
Birmingham, AL 35243 |
8. **Acknowledgement of Relationship.** Consultant acknowledges and hereby agrees that Consultant is not an employee, partner, or joint venture of the City, but is solely an independent contractor bringing specific knowledge, skills and expertise that are independently exercised, and, as such, Consultant is not provided any City employment entitlements or benefits. The parties intend to have an independent contractor relationship and do not intend to have a relationship in the nature of an employer-employee, partnership, joint venture or agency. Neither party shall represent to any other person or entity that the relationship between the City and Consultant is anything other than an independent contractor relationship.

9. **Integration.** This Agreement contains the entire agreement between the City and Consultant and supersedes all prior conversations and negotiations between the parties. Neither party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
10. **Insurance.** The Consultant shall secure and endeavor to maintain such insurance including general liability and errors and omissions insurance in the amount of \$1,000,000 as will protect the City from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the Consultant's services under this agreement. The cost of insurance coverage will not be a Reimbursable Expense.
11. **Interpretation.** The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement. The Agreement will be interpreted in accordance with the laws of the State of Tennessee.
12. **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to the City Council approval.
13. **Assignment.** As a professional service Agreement, neither party may assign this Agreement for any purpose without the prior written consent of the other party.
14. **Governing Law; 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 Consultant may provide. Any action between the parties arising from this Agreement shall be filed and maintained in the courts of Rutherford County, Tennessee.
15. **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
16. **Attorney Fees.** Consultant agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event the City prevails, Consultant shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
17. **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.
18. **Headings.** The describing headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.
19. **Force Majeure.** Neither of the parties shall be liable to the other for any failure to satisfy an obligation under this Agreement due to any cause beyond a party's reasonable control including, but not limited to, inclement weather, state of emergency, Acts of God, epidemic, pandemic, public health emergency, war, riot, strike, terrorist acts, and malicious acts of damage, civil commotion, industrial dispute, power failure or fire.

IN WITNESS WHEREOF, the parties enter into this Agreement as of _____, 2021 (the “Effective Date”).

CITY OF MURFREESBORO, TENNESSEE

CONSULTANT – CMH ARCHITECTS, INC.

By: _____
Shane McFarland, Mayor

By: _____
Blake Nelson, Senior Vice President

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

~~October 30, 2020~~ **REVISED November 6, 2020**

Mr. Nate Williams, Director of Parks & Recreation
City of Murfreesboro
P.O. Box 748
Murfreesboro, TN 37133

RE / Full Bid/Construction Documents
New Retail Sales & Administration Building—Richard Siegel Soccer Complex
Murfreesboro, Tennessee
CMH Project No. 1535.20/A2

Dear Nate:

Thank you for the opportunity to continue working with the City of Murfreesboro and to provide this proposal for the new retail sales and administrative office building for the Richard Siegel Soccer Complex.

I. PROJECT SCOPE

Per our prior conversations and onsite meeting, the project consists of a new single-story building of approximately 6,000 SF in gross footprint area. The retail sales portion of the building will generally occupy the south half of the building (facing soccer fields) and the administration area will occupy the north half of the building (toward Cherry Lane Drive). The retail side will be set up for a single tenant and will be flexible for use as meeting space or other functions in the future.

Architecturally, the building will be compatible with existing adjacent structures while updating them for the current timeframe. It is anticipated to use either loadbearing CMU or cold-formed metal stud framing for exterior walls and light-gage metal roof trusses. Exterior finishes will likely include brick or other masonry veneer; standing seam metal roof; aluminum storefront windows; and hollow metal doors and frames. Interior finishes are to be determined based on individual spaces but will likely include LVT, VCT, and/or carpet tile flooring; painted gyp board or CMU walls; and acoustical lay-in and/or gyp board ceilings. It was noted that the building will be sprinklered and will feature City-standard access control and other hardware.

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

II. BASIC ARCHITECTURAL AND ENGINEERING FEES AND SERVICES

Conceptual construction budget is estimated at \$1,200,000 (using \$150/SF for 3,000 SF retail + \$250/SF for 3,000 SF admin space).

Proposed Fee basis: **6.6% x \$1,200,000 = \$79,200**

Services typically consist of the following phases and documents:

- Conceptual Design/Design Development Phase: 20% of overall fee basis above.
- Construction Documents: 60% of overall fee basis above.
- Bidding/Negotiation Phase: 5% of overall fee basis above.

- Construction Administration Phase: 15% of overall fee basis above.

Services not presently included:

Civil Engineering: Civil can be contracted directly with the Owner or brought under the CMH A/E umbrella if desired. Scope of civil engineering should be limited to basic grading around the building site and utility services to the building itself; more extensive sitework related to parking, site lighting, stormwater management, etc., is not anticipated.

Landscape Architecture: can be provided as an additional service under CMH scope or contracted directly by Owner, either independently or packaged with civil. Landscaping is expected to pertain just to the area around the building perimeter.

III. SCHEDULE

Final project schedule is to be determined but the initial target is to produce completed bid/construction documents by the end of December/first of January so that bidding and contracting can occur shortly thereafter and have construction begin after the typically wet winter weather conditions improve.

IV. DESIGN AND CONSTRUCTION ADMINISTRATION TRIPS:

Site trips will be provided during design as needed and then during construction to observe progress of the work as follows:

Architect	6 trips
Structural Engineer	1 trip
HVAC, Plumbing, FP Eng.	1 trip
Electrical Engineer	1 trip
TOTAL	9 trips

~~If Additional trips are required, they~~ can be provided on a **mutually-agreeable basis if and when required.** ~~per diem basis of \$1,200 per consultant per day plus expenses.~~

This proposal includes site visits for general observation and is not intended to include continuous or special inspections as may be required by IBC Chapter 17.

All travel expenses are to be reimbursable per below.

V. THE SERVICES AND FEES NOTED ABOVE ASSUME THE FOLLOWING:

- A. The project will be issued as a single bid/construction package.
- B. We understand the Owner may elect to bid this project to a small number of prequalified General Contractors.
- C. To the best of our ability, we will identify current codes and ordinances applicable to this project, in effect at the time the documents are prepared; and communicate with those officials charged with enforcing the applicable codes and ordinances to identify and incorporate the requirements of those codes and ordinances into the Contract Documents. Because all codes and ordinances are subject to interpretation, CMH does not make any warranties that the Architect's interpretation shall not be modified, overruled or changed by code officials.
- D. Detailed fire suppression and fire alarm system design is excluded from our services and is to be procured on a design/build basis, using the design criteria and general requirements set forth in the Construction Documents. The sprinkler and fire alarm

contractors shall prepare the detailed design and the contractor's engineers shall be the Engineers of Record.

- E. Reimbursable Expenses shall include travel cost and printing and shall be invoiced at 1.1 times actual cost.
- F. Mileage Expenses shall be invoiced at the current approved IRS rate.
- G. The Architect's invoices shall be issued monthly, based on the work completed at the end of each month, consistent with the percentages for each design phase listed above. During construction, the Architect's invoices shall generally be issued to coincide with the Request for Payment Schedule as established. Invoices for services are due and payable upon receipt and if unpaid after sixty (60) days will bear interest at the prime rate + three percent (3%). Expenses for collection of unpaid invoices including legal costs will be paid by Owner.
- H. This proposal is based on our understanding of the Scope of Services as outlined herein above. If the scope of the project should change, the fee is to be equitably adjusted.
- I. The Architect and his consultants shall maintain professional licenses in the State of Tennessee as required for Services in connection with this project.
- J. Architectural Services do not include expenses or services to provide for any soil testing or investigation; payment of permit application fees; costs of boundary, topographic and as-built surveys; costs for preparation or presentation of documents regarding PUD applications, variances or rezoning.
- K. The Architect's services shall not be involved with any hazardous materials which might exist at the site. It is further understood that any such hazardous materials will be identified and abated as required by applicable laws and regulations through direct contract with the Owner.
- L. This proposal is based on services commencing within 3 months from the date of this proposal. If the project is delayed beyond this schedule, fees would be subject to adjustment.
- M. Any site visits provided by the Architect or our consultants are for general observation and not intended to include continuous or special inspections as may be required by IBC Chapter 17.
- N. CMH shall maintain errors & omissions insurance with coverage of at least \$1,000,000 per claim. In addition, CMH shall procure and maintain workers' compensation insurance in accordance with applicable state law requirements and general liability and auto insurance with coverage of at least \$1,000,000 per claim. CMH shall provide the City with proof of all required insurance upon request.
- O. This Agreement shall be governed by the law of the State of Tennessee.
- P. Any changes to this Agreement, the scope of services, or CMH's fees or other compensation shall be by written instrument signed by authorized representatives of the City and the City.
- Q. Services provided by CMH in connection with any project subject to this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

We appreciate the opportunity to provide this proposal and look forward to continuing our partnership with the City. If you should have any questions, please contact us; and if the proposal meets with your approval, please so indicate by executing below and return the original for our files, which will also serve as our formal authorization to proceed.

Sincerely,

CMH ARCHITECTS, INC.



Blake Nelson, NCARB, LEED AP
Senior Vice President

:bn

Copy: Joan Parker, *CMH Architects, Inc.*
Greg McKnight, *City of Murfreesboro*

ACCEPTED BY: _____
CLIENT ENTITY NAME

Signature: _____

Printed Name: _____

Title: _____

Date: _____

COUNCIL COMMUNICATION

Meeting Date: 1/21/2021

Item Title: Purchase Replacement Transit Buses
Department: Transportation (Rover)
Presented by: Russ Brashear, Assistant Transportation Director
Requested Council Action:

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

Summary

The City's Public Transit System has budgeted \$1,525,000 Federal, State, and Local dollars to update and replace the existing transit fleet.

Staff Recommendation

Approve Contract with Central State Bus Sales for the purchase of nine 28' low-floor ADA compliant transit buses.

Background Information

The current fleet was purchased and put into service in 2013. The cost to maintain these vehicles is increasing along with road calls and downtime for repairs. FTA regulations allow the replacement of federally funded small transit buses to occur after seven years or 250,000 miles. If approved, by the time these buses are received, they will have an average of 300,000 miles and will have been in service 8 years.

The City received assignability status from Nashville WeGo to participate in their bus procurement originally performed in 2017 and now on the first year of a two-year extension. Per FTA regulations the City has performed an Independent Cost Estimate and determined the cost to be fair and reasonable.

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. In addition, better buying power is achieved by utilizing the Nashville WeGo procurement.

Fiscal Impacts

This purchase will be funded with \$1,396,203 in Transportation Federal and State grants. The remaining local portion of \$128,797 will be funded out of General Fund using the State of Tennessee Governor's Local Support Grant as approved at the August 12, 2020 Council meeting. Staff anticipates the buses will be delivered in FY22; therefore, Transportation Department will carry the grant revenues and bus expenditure into the FY22 budget.

Attachments:

1. Assignability Letter
2. Contract with Central State Bus Sales

CITY of MURFREESBORO

Transportation Department

111 WEST VINE STREET
POST OFFICE BOX 1139
MURFREESBORO, TENNESSEE 37133-1139
PHONE 615 893-6441
FAX 615 849-2606
www.murfreesboroin.gov



... creating a better quality of life

March 4, 2020

Mr. Stephen Bland, CEO
Nashville MTA dba WeGo Public Transit
430 Myatt Drive
Nashville, TN 37115

RE: Assignability Agreement- Contract 2015561-C Paratransit Heavy-Duty Vehicles

Dear Mr. Bland:

The City of Murfreesboro requests permission from the Nashville MTA dba WeGo Public Transit to use the paratransit vehicle option from Central State Bus Sales, under the terms listed in WeGo Contract 2015561: Paratransit Heavy-Duty Vehicles.

The purpose of this request is to allow the City of Murfreesboro to procure up to nine (9) 28' low floor vehicle option in the total not to exceed amount of \$1,525,000 as included in the original solicitation. Pursuant to this agreement, WeGo will have no payment obligations for purchases made by The City of Murfreesboro and all payments shall be made by The City of Murfreesboro directly to Central State Bus Sales.

The City of Murfreesboro herein acknowledges as follows:

- 1) The City of Murfreesboro is independently contracting with Central State Bus Sales, and any issue or dispute arising out of that onetime procurement of vehicles contract will be the responsibility of the contracting parties.
- 2) The City of Murfreesboro is exclusively responsible for project administration, regulatory compliance, and contractor direct payment related to this Assignment Agreement including all transactions initiated by or provided on behalf of The City of Murfreesboro.

Your approval of extending the assignability of this contract to the City of Murfreesboro would be greatly appreciated. If WeGo agrees and authorizes this request, as above stated, please provide your concurrence and sign below. By signature below the parties, acknowledge concurrence with the terms and conditions above, and authority to enter into agreement:

Nashville Metropolitan Transit Authority dba WeGo
Public Transit


Stephen G. Bland
Chief Executive Officer

Date:

7-29-20

The City of Murfreesboro


Craig Tindall
City Manager

Date:

3-9-20

**CONTRACT
BETWEEN
CITY OF MURFREESBORO AND
CENTRAL STATES BUS SALES, INC.
FOR
HEAVY-DUTY PARATRANSIT ADA VEHICLES**

This Contract is entered into as of the Effective Date, _____, signed by and between the City of Murfreesboro (hereinafter referred to as “City”), having its principal office located at 111 West Vine Street, Murfreesboro, TN 37130, and Central States Bus Sales, Inc. (hereinafter referred to as “Contractor”), a corporation of the state of Missouri having its principal office located at 1200 Sugar Creek Square Fenton, MO 63026 and a branch location at 303 Business Park Drive, Lebanon, TN 37090.

BACKGROUND

Nashville Metropolitan Transit Authority (“Nashville MTA”) and Central States Bus Sales, Inc. entered into Contract No. 2015561 for Heavy-Duty Paratransit ADA Vehicles on September 29, 2017, (the “Nashville-Central States Bus Sales Contract”).

Section 19.2 of the Nashville-Central States Bus Sales Contract provides any public agency (i.e., city, district, public agency, municipality, and other political subdivision or any FTA-funded entity) the option of participating in the Nashville-Central States Bus Sales Contract at the same prices, terms and conditions. Furthermore, Section 19.2 granted Nashville MTA the right to assign any or all portions of the Deliverable under the Nashville-Central States Bus Sales Contract to another public agency.

In compliance with FTA Circular 4220.1F, Chapter 5, Section 7(a)(2), the City has ensured that the pricing in the Nashville-Central States Bus Sales Contract is still fair and reasonable, and has ensured that the quantities the City seeks, couples with the quantities Nashville MTA purchased do not exceed the amounts under the Nashville-Central States Bus Sales Contract.

Pursuant to a letter from the City of Murfreesboro to Stephen Bland, CEO of Nashville MTA dba WeGo Public Transit dated March 4, 2020, regarding Assignability Agreement – Contract 2015561-C Paratransit Heavy-Duty Vehicles, Nashville MTA assigned a portion of the services awarded under the Nashville-Central States Bus Sales Contract to the City (the “City’s Procurement”).

Nashville MTA has no responsibility for project administration, regulatory compliance, or payments to Central States Bus Sales related to the City’s Procurement.

The terms and conditions of the City’s Procurement are set forth in this Contract.

The following documents constitute the “Contract”. In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- Any properly executed amendment to this Contract (most recent with first priority)
- This document
- Price Quotation Prepared for City of Murfreesboro 28’ Gas Heavy Duty Paratransit Vehicles dated December 11, 2020 referred to as Exhibit A
- Option Listing Cost referred to as Exhibit B
- Specifications for vehicles referred to as Exhibit C
- Warranty referred to as Exhibit D

1. Duties and Responsibilities of Contractor

- 1.1. Contractor shall provide Heavy-Duty Paratransit Vehicles in various configurations, Options, Parks, Supplies and Materials, Rolling Stocks, Training, All Manuals, Warranties and Preventative Maintenance and Support Services deliverables as detailed in the Quote and this Contract (the “Deliverables”), at the City of Murfreesboro Public Transit Rover Bus System’s principal address at 4765 Florence Road, Murfreesboro, TN 37129, (collectively “Facilities”).
- 1.2. The Deliverables shall be provided as set forth in this Contract, and to the extent not inconsistent with the terms herein, according to the methods set forth in the Nashville RFP and Contract. Contractor’s duties and responsibilities are more specifically set forth in the Nashville RFP.
- 1.3. The Contractor shall ensure compliance to the delivery requirements and standards as prescribed in the Nashville RFP Section Special Terms and Conditions. Failure to comply with the Contract shall be a material breach of this Contract and the Contractor shall be subject to all liquidated damages as specified in the Nashville RFP Section Liquidated Damages or up to termination action that may be partial or in full.
- 1.4. Contractor guarantees that in the event of a declared emergency or natural disaster, Contractor shall give supply and delivery priority to the City of Murfreesboro Public Transit System ROVER.
- 1.5. City of Murfreesboro Public Transit System ROVER may purchase additional Deliverable offered by Contractor under this Contract (“Additional deliverables”). The Additional Deliverable shall be agreed upon in writing with a properly executed amendment between the applicable parties. Additional Deliverables shall be invoiced at the rates as stated in Exhibit B or purchase order or in a written amendment as agreed to by the applicable parties.

2. Term

- 2.1. This Contract shall commence on the _____, (Effective Date). The initial term of this Contract shall begin on the effective date and continue through the expiration of the Nashville MTA contract, currently September 28, 2021. The Nashville MTA contract may be extended by a properly executed amendment for one additional one-year term as may be offered by any one, or more than one of the Nashville MTA. Any such amendment regarding the term shall be subject to the prior written approval of the Nashville MTA Contract Administrator. If the Nashville MTA contract is so amended, the term of this contract may be extended upon amendment by the parties to the City of Murfreesboro ROVER contract.
- 2.2. This Contract shall offer a minimum of nine vehicles and a maximum of nine vehicles in various configurations as stated in Exhibit C and in the RFP to the Nashville MTA contract within the initial Term of the Contract from the date of the contract award.
- 2.3. This Contract shall have an estimated value of not to exceed amount of One Million Five Hundred Twenty-five Thousand dollars and no cents (\$1,525,000) for the term life of the contract from the date of contract award.

3. Purchase Orders/Compensation/Invoices

- 3.1 For its "Deliverables", Contractor's Category Base per vehicle as submitted on **Exhibit A**, "Category Base Vehicle", shall remain firm during the first year Term of the contract. After the first-year term of the Contract, the contractor will be allowed, upon written request, to adjust prospectively the Category Base per Vehicle based on the Producer Price Index (PPI). If requested, the Category Base per Vehicle shall be that quoted plus/minus any adjustment which will be calculated based on the U.S. Department of Labor or Bureau of Labor Statistics Producer Price Index (PPI) Category 1413: Truck and Bus Bodies formula as described in the RFP. However, in no event will the price(s) for any order issued exceed, by more than four (4) percent, the price(s) that would have been in effect twelve (12) months prior to the date of issuance of the purchase order.
- 3.2 For its "Additional Deliverables", Options List, Tool and Spare Parts List, Training Options, and Other Alternative Base Equipment List as submitted on Exhibit B, "Option Listings Costs", shall remain firm twelve (12) months from the execution date of this contract.
- 3.3. There shall be no other charges or fees for the performance of this Contract unless otherwise agreed to by both parties in writing.
- 3.4. Invoices for delivered and signed acceptance of Deliverables shall be submitted to the City in accordance with the terms of this Contract.
- 3.5 The Contractor may, in its discretion, offer an early payment credit discount.
- 3.6. Invoices shall be processed, and reasonable efforts made to pay within thirty (30) days of acceptance of the Deliverable by City.
- 3.7 If any invoice does not comply with the requirements of this Section 3, City receiving any such invoice may reject it and return it to Contractor detailing in writing why such invoice failed to comply with this Section 3. An acceptable invoice shall include the items listed below.
 - 3.7.1. Name and address of Contractor.
 - 3.7.2. Invoice date and invoice number. Contractor shall date invoices as close as reasonably possible to the date of mailing or transmission of such invoice.
 - 3.7.3. Applicable City's purchase order number.
 - 3.7.4. Description, quantity, unit of measure, unit price, and extended price.
 - 3.7.5. Shipping and payment terms, including, but not limited to, shipment number, date of shipment, and discount for prompt payment terms, if any.
 - 3.7.6. Name and address of the individual, department, or entity to whom payment shall be sent.
 - 3.7.7. Name, title, phone number, and mailing address of person to notify in the event of an unacceptable invoice.

- 3.7.8. Any other information or documentation required by this Contract (e.g., post-delivery audit supporting documents, certification of origin for motor vehicle, odometer statement).

4. Taxes & Freight

- 4.1 The City shall not be responsible for any taxes that are imposed on Contractor. Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
- 4.2 Freight Handling and Transportation
 - 4.2.1. All Base Vehicle Deliverables must be shipped F.O.B. Destination, Freight Prepaid by Contractor, and Inside Delivery as defined in the Special Terms and Conditions.
 - 4.2.2. The Contractor or supplier assumes all risks and responsibility for freight charges, bears the freight expense, owns the goods in transit, and files transportation claims if warranted.
 - 4.2.3. The City will pay no freight or expense charges except by previous written agreement by both parties as indicated in the solicitation documents and or purchase order.
 - 4.2.4. Deliveries must be affected within the time stated on the proposal, master contract agreement or purchase order.
 - 4.2.5. Deliveries shall be made between 8 a.m. and 4 p.m. local time Monday through Friday unless otherwise stated by a written agreement by both parties.
 - 4.2.6. In case of default by the contractor or supplier, the City may procure the articles or services covered by this order or master contract agreement from other sources and hold the contractor or supplier responsible for any excess expense incurred thereby.

5. Vehicle Inspection, Testing and Acceptance

- 5.1. Contractor and its affiliates shall comply, perform and deliver to the City all testing, inspection, and audit requirements as prescribed in the RFP section Technical Specifications Vehicle Testing, Inspection and Acceptance as stated by the FTA and State regulations.
- 5.2. Within fifteen (15) calendar days after arrival at the designated point of delivery, the Deliverables shall undergo the tests defined herein (the "Post-Delivery Tests").
- 5.3. If the Deliverables pass the Post-Delivery Tests, or if the City receiving the Deliverables does not give initial notification of non-acceptance to the Contractor within fifteen (15) business days after delivery, then acceptance of the Deliverables by the receiving City occurs on the fifteenth (15th) business day after delivery.
- 5.4. If the Deliverables fail these Post-Delivery Tests, the Deliverables shall not be accepted until the repair procedures defined herein have been performed and the Deliverables have passed the Post-Delivery Tests.

- 5.5. Acceptance of the Deliverables shall occur earlier if the City notifies the Contractor of early acceptance or places the Deliverables in revenue service.
- 5.6. The City reserves the right to withhold payment of non-accepted Deliverables until deficiencies are remedied to the satisfaction of the City, as applicable.
- 5.7. Notwithstanding anything in this Section 5 to the contrary, in the case of the first vehicle Deliverable to the City, acceptance (if more than fifteen (15) business days after delivery) and payment shall be withheld until receipt of the recommended spare parts list.
- 5.8. City shall conduct acceptance tests, referred to in this Contract as Post-Delivery Tests, on each Deliverable. These Post-Delivery Tests shall be completed within fifteen (15) business days after receipt of the Deliverable and shall be conducted in accordance with written test plans. The purpose of these Post-Delivery Tests is to identify defects that have become apparent between the time of the Deliverable's release from the Contractor and delivery to the City. The Post-Delivery Tests shall include visual inspection and an inspection of vehicle operations. No Post-Delivery Test shall apply criteria that are different from the criteria applied in a similar Pre-Delivery Test.
- 5.9. New Deliverables that fail to pass the Post-Delivery Tests are subject to non-acceptance. The City shall provide initial notice of non-acceptance to Contractor within fifteen (15) business days of receipt of the unacceptable Deliverable and shall provide Contractor details of all defects within thirty (30) business days of receipt of such unacceptable Deliverable. Contractor, or its designated representative, shall perform the repairs after non-acceptance. If Contractor fails or refuses to begin the repairs within five (5) business days of receiving details regarding such Deliverable's defects, then the work may be done by the City's personnel with timely reimbursement by Contractor.

6. (Intentionally left blank)

7. Assignability and Option Quantities

- 7.1. The parties anticipate that there may be situations in which the City has surplus option quantities. In any such situation, such surplus option quantities shall be available for assignment consistent with Federal Transit Administration (FTA) Cir 4220.1f and State laws.
- 7.2. Contractor may not assume or provide or allow or allocate or release any surplus option quantities to any agencies requesting the surplus option quantities ("Requesting Agencies") without obtaining a prior written consent for any such assignment from the City which shall not be unreasonably withheld.
- 7.3. Contractor must comply with the Special Terms and Conditions for full disclosure of Assignability procurements.

8. Warranty and Warranty Period

- 8.1. Contractor warrants that the Deliverables reflect high professional and industry standards, procedures and performances. Contractor warrants the preparation of materials, the selection of personnel, the fitness and operation of its recommendations, and the performance of the Deliverables shall conform to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and provide in a good and workman-like manner all of the Deliverables pursuant to this Contract.

- 8.2. Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable Deliverables. Contractor shall, at no cost to City, remedy any errors, deficiencies or any service, work or other work products found unacceptable, in City's sole discretion, as soon as possible, but in all cases within fifteen (15) business days of Contractor's receipt of written notice of said errors, deficiencies or unacceptable Deliverables. For the Warranty Period, as defined below, Contractor's obligation shall be to replace, resolve or correct, at Contractor's own expense, any defects in the Deliverables.
- 8.3. Warranty Period is defined for the Heavy-Duty Paratransit Vehicles, as provided in Exhibit D, beginning, for City, on the date City accepts the Deliverables, until Contractor has remedied all problems of which Contractor was notified prior to expiration of the warranty period ("Warranty Period").
- 8.4. In the event that during the Term and applicable Warranty Period any Deliverables do not operate in all material respects as specified in the Contract, the City shall be entitled to terminate this Contract, as applicable to City, for Default in accordance with the terms and conditions of this Contract and shall be entitled to a full refund for any such defective Deliverables.
- 8.5. With regard to the warranty language set forth in **Exhibit D**, the parties understand and agree that nothing in the language set forth herein restricts or limits in any way the rights and responsibilities of the parties as set forth in **Section 15** of the Contract.

9. Title Warranty

- 9.1. Contractor warrants that it has good title to and/or the right to sell the Deliverables, and represents that the Deliverables delivered to the City are free and clear of all liens, Claims or encumbrances of any kind.
- 9.2. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against the City, City's officers, affiliates, agents, employees and volunteers of any and all of the foregoing entities (collectively, "Covered Entities") to the extent that it is based on a Claim that the Deliverables or other work products furnished contain liens, Claims or encumbrances of any kind. The Contractor shall further indemnify and hold harmless, to the fullest extent permitted by law, and as set forth in Section 15.
- 9.3. In the event use of the Deliverables are restricted or interfered with as a result of any such encumbrance, Contractor shall, at its cost, procure non-encumbered Deliverables for the City which are equal substitutes, in the City's discretion, for the Deliverables in all material respects, or obtain for the City the right to use the Deliverables without encumbrances, or refund to the City all monies paid by the City for such Deliverables. Nothing in this Section 9 shall preclude the City from exercising any rights or remedies as provided elsewhere in this Contract.

10. Copyright, Trademark, Service Mark, or Patent Infringement

- 10.1. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against the Covered Entities to the extent that it is based on a Claim that the Deliverables or other work products furnished infringe a copyright, trademark, service mark, or patent. The Contractor shall further indemnify and hold harmless, to the fullest extent permitted by law, and as set forth in Section 15.

- 10.2. If the Deliverables or other work products furnished under this Contract are likely to, or do become, the subject of such a Claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
- 10.2.1. Procure for the City the right to continue using the products or services.
 - 10.2.2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 10.2.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.
 - 10.2.4. Provided, however, that Contractor will not exercise option 10.2.3 until Contractor and the City have determined that options 10.2.1 and 10.2.2 are impractical.
- 10.3. Contractor shall have no liability to the City, however, if any such infringement or Claim thereof is based upon or arises out of:
- 10.3.1. City's use of the Deliverables or other work products in combination with apparatus or devices not supplied or else approved by Contractor.
 - 10.3.2. City's use of the Deliverables or other work products in a manner for which the Deliverables or other work products were neither designated nor contemplated.
 - 10.3.3. City's use of the Deliverables when the claimed infringement is based on any direct or indirect interest by license or otherwise, which such City may have, that is separate from that interest or license granted herein.

11. Termination

- 11.1. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract ("Default"), the City shall have the right to terminate this Contract provided Contractor fails to cure such Default within thirty (30) business days of the City's written notice of Default to Contractor. Such termination shall not relieve Contractor of any liability for damages sustained by virtue of any Default by Contractor.
- 11.2. Should funding for this Contract be discontinued, then the City shall have the right to terminate this Contract, effective immediately, without penalty, upon written notice to the Contractor.
- 11.3. The City may terminate this Contract at any time without penalty, for its convenience upon thirty (30) business days' written notice to Contractor.
- 11.4. In the event of a termination under 11.2 or 11.3, Contractor will be compensated by the City for the Deliverables that have been "accepted" in accordance with the Contract.

12. Maintenance of Records

- 12.1. Contractor shall maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to the Deliverables performed or money received under the Contract, shall be maintained for a minimum period of three (3) full years from the date of final payment and all pending matters are closed and will be subject to audit, at

any reasonable time and upon reasonable notice by the FTA or the City or its duly appointed representative. The records shall be maintained in accordance with Federal regulations and generally accepted accounting principles.

- 12.2. Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the FTA or by the City or duly appointed representative.
- 12.3. The City's property, including but not limited to books, records and equipment that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to the City by Contractor upon termination of the Contract. All goods, documents, records, work and other work products and property produced by Contractor during the performance of this Contract are deemed to be the property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all records, notes, data, memorandum, models, and any other material of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.
- 12.4. The City shall retain existing ownership and all proprietary rights to its information and data. Confidential information and data may need to be disclosed to Contractor for purposes necessary to Contractor providing the Deliverables. Contractor shall treat any such data and information as strictly confidential.

13. Independent Contractor/ Subcontractors

- 13.1. Contractor is an independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. It is expressly agreed and understood between the parties that Contractor and any of its subcontractors and suppliers are independent contractors to City and shall be viewed in law and equity as such. No vicarious liability shall be imposed upon the Covered Entities by any action of Contractor, subcontractor or supplier in the performance of this Contract. Neither the City nor Contractor shall hold itself out in a manner contrary to the terms of this **Section 13** nor shall the City or Contractor become liable for any representation, act, or omission of any of the other parties to this Contract contrary to the terms of this **Section 13**.
- 13.2. Neither Contractor nor Contractor's employees, subcontractors or agents are the employees of the City. Contractor shall bear sole responsibility for payment of compensation to its employees and subcontractors. Contractor shall procure and maintain Worker's Compensation Insurance as stated in **Section 16**.
- 13.3. In addition to the other requirements of Contractor set forth herein regarding subcontractors, Contractor shall not subcontract any of its rights or responsibilities in this Contract without the prior written approval of the City. Contractor shall remain fully responsible for the Services of the subcontractors and for supervising the performance of the Services by the subcontractors. The Covered Entities are not subject to any liability of any kind with respect to any subcontractor, nor do subcontractors obtain any rights against the Covered Entities under this Contract.
- 13.4. Contractor and its subcontractors shall be appropriately licensed in the State of Tennessee to conduct the Services required by this Contract. Contractor and subcontractors must maintain current Central Contractor Registration ("CCR"), Data Universal Numbering Systems ("DUNS") number, System for Award Management ("SAM"), or registration in other substantially similar registration databases.

- 13.5 Subcontractors, if approved in writing, shall be made and are subject to the applicable terms of this Contract in their contractual agreements with the Contractor. Contractor shall include in its subcontracts similar indemnification provisions as set forth in **Section 15** running from each subcontractor directly to the Covered Entities.

14. Waiver

- 14.1. In the event the City elects to waive its rights or remedies for any Default by Contractor, such waiver by the City shall not limit the City's rights or remedies for any succeeding Default. Any such waiver by the City must be in writing.

15. Indemnity and Contractor Responsibility

- 15.1. The Contractor has agreed to enter into this Contract which contains the following indemnifications in this **Section 15** with the Covered Entities. The indemnifications in this **Section 15** shall not be altered in any way.
- 15.2. Contractor shall defend, indemnify and hold harmless, to the fullest extent permitted by law, the Covered Entities from any and all liabilities alleged to accrue against the Covered Entities or any third party for any and all lawsuits, Claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor, its officers, employees and/or agents, including its sub or independent contractors in performance of this Contract and any Claims arising from any alleged failure to observe applicable laws, including, but not limited to, labor laws and minimum wage laws, or from Contractor's failure to perform this Contract using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees. Notwithstanding anything to the contrary in this **Section 15**, Contractor shall indemnify, defend and hold harmless, to the fullest extent permitted by law, the Covered Entities from:
- 15.2.1. The cost of the defense of any Claim, demand, litigation, suit or cause of action made or brought against the Covered Entities alleging liability referenced above, including, but not limited to, court costs, fees, reasonable attorneys' fees, and other expenses of any kind whatsoever arising in connection with the defense of the Covered Entities; and
- 15.2.2. Any claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys' fees ("Claims"), for injury to or death of any person or damage to property, arising from the Deliverables under this Contract, and/or from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors (including third parties), in connection with the performance of this Contract.
- 15.3. Contractor shall assume and take over the defense of the Covered Entities, in any such Claim, demand, suit, or cause of action upon written notice and demand for same by the affected Covered Entities; provided, however, that the affected Covered Entities reserve the right to participate in the defense of any such action, including, but not limited to, as provided below in **15.4**. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the affected Covered Entities unless approved in writing by such Covered Entities.

- 15.4. In the event of any Claim against the Covered Entities, the Covered Entities may choose counsel, in the Covered Entities' sole and absolute discretion, to represent the Covered Entities, and Contractor shall promptly reimburse the Covered Entities for all costs actually incurred, including, but not limited to, all expenses of litigation, court costs, and reasonable attorneys' fees. The Covered Entities shall be consulted prior to any settlement and approve such settlement in writing.
- 15.5. Contractor shall not consent to the entry of any judgment or enter into any settlement with respect to an indemnified Claim without the prior written consent of the affected Covered Entities, such consent not to be unreasonably withheld or delayed.
- 15.6. Contractor shall save, indemnify and hold the Covered Entities harmless, to the fullest extent permitted by law, and pay judgments that shall be rendered in any such actions, suits, Claims or demands against any of the Covered Entities alleging liability referenced above.
- 15.7. The indemnification and hold harmless provisions of this Contract shall survive termination of the Contract.
- 15.8. The indemnities in this **Section 15** apply regardless of whether said Claims are covered, in whole or in part, by insurance and regardless of the negligence, if any, of the Covered Entities.
- 15.9. Contractor assumes full responsibility for the Deliverables hereunder and hereby releases, relinquishes, and discharges the Covered Entities from all Claims of every kind and character, including the cost of defense thereof, for any alleged injury to or death of any person (including third parties) and damage to property that are caused by or alleged to be caused by, arising out of, or in connection with Contractor's Deliverables and work to be performed hereunder. This release shall apply regardless of whether said Claims are covered, in whole or in part, by insurance and regardless of the negligence, if any, of the Covered Entities.
- 15.10. The Covered Entities shall not, under any circumstances, indemnify, defend, or hold harmless Contractor from any Claim.

16. Insurance Requirements

- 16.1 During the term of this Contract, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract and any extension here of the types and amounts of insurance identified below.
 - 16.1.1 Occurrence Version Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000)
 - 16.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000)
 - 16.1.3 Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and employer's liability insurance with limits of no less than five hundred thousand (\$500,000) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees).
- 16.2. Such insurance shall:

- 16.2.1 Contain or be endorsed to contain a provision that includes Covered Entities as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the Covered Entities.
 - 16.2.2 For any Claims related to this Contract, Contractor's insurance coverage shall be primary insurance as respect to the Covered Entities. Any insurance or self-insurance programs covering the Covered Entities shall be excess of Contractor's insurance and shall not contribute with it.
 - 16.2.3 Regarding Automotive Liability Insurance including vehicles owned, hired, and non-owned, said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the Covered Entities as additional insureds with respect to Claims and liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor.
 - 16.2.4 Contractor shall maintain workers' compensation insurance, if applicable, with statutory limits as required by the State of Tennessee or other applicable laws and liability insurance. Contractor shall require each of its subcontractors to provide workers' compensation insurance for all of the latter's employees to be engaged in such work unless employees are covered by Contractor's workers' compensation insurance coverage.
- 16.3. Other Insurance Requirements. Contractor shall:
- 16.3.1 Prior to commencement of the Deliverables, furnish the City with original certificates and amendatory endorsements effecting coverage required by this **Section 16** and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) business days prior written notice to the City.
 - 16.3.2 Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
 - 16.3.3 Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
 - 16.3.4 Maintain such insurance from the time the Deliverables commence until completed. Failure to maintain, renew coverage or provide evidence of renewal as required by the City or this Contract may be treated by the City as a material breach and Default under this Contract.
 - 16.3.5 Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon written appeal to the City.
 - 16.3.6 Require all subcontractors to maintain during the Term of this Contract Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor.

Contractor shall file sub contractor's certificates of insurance as required by this Contract and or the City.

16.3.7 Disclose any deductibles and/or self-insured retentions greater than ten thousand dollars (\$10,000) and obtain the City's written approval of such deductibles and/or self-insured retentions prior to the commencement of the Deliverables.

16.3.8 Not have, if Contractor has or obtains primary and excess policies, any gap between the limits of the primary policy and the deductible features of the excess policies.

17. Employment and Nondiscrimination

17.1. Contractor shall not discriminate on the basis of age, race, sex, color, national origin, disability or any other classification protected by federal or Tennessee State Constitutional or statutory law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

17.2. Contractor shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

17.3. Violation of these Contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) business days, to the satisfaction of the City.

18. Ethical Standards

18.1. 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 any other 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 or proposal therefore.

18.2. It shall be 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.

18.3. Breach of the provisions of this **Section 18** is, in addition to a Default of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City's contracts.

19. Assignment-Consent Required

19.1. The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the compensation due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment of transfer shall not release Contractor from its obligations hereunder.

20. Remedies

- 20.1. In no event shall either party hereto be liable for special, incidental, indirect, or consequential damages, including, but not limited to, lost profits arising from the performance of this Contract, whether such damages are based in contract, tort, or any other legal theory.
- 20.2. In the event of breach or Default of the Contract by Contractor, in addition to any other remedies set forth herein, Contractor shall be liable to the City for damages for the breach or Default thereof, including the costs and reasonable attorneys' fees for the enforcement thereof. The remedies set forth in this Contract shall be cumulative, and except as otherwise set forth herein, no one remedy shall be deemed to be exclusive of any other or of any other remedy in law or equity, and the failure or delay of the City to exercise a remedy at any time shall not operate as a waiver of the right to exercise a remedy for the same or subsequent breach or Default at any time thereafter.

21. Governing Law and Venue

- 21.1. The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Contractor may provide.
- 21.2. The Parties consent that any action between the parties arising from this Contract shall be maintained in the state trial courts of Rutherford County in the State of Tennessee.

22. Entire Agreement

- 22.1. When finalized and fully executed, this Contract states the entire contract between the City and Contractor. No alteration, modification, release, or waiver of this Contract or any of the provisions hereof shall be effective unless in writing, executed by the parties hereto.
- 22.2. Notwithstanding the foregoing, Contractor agrees that this Contract is subject to modification by the City to the extent necessary to comply with federal, state or local regulations, which may govern this Contract. The City shall provide written notice to Contractor of any such modification.

23. Compliance with Federal Regulations

- 23.1. All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F and the FTA contract clauses in Nashville MTA's RFP are incorporated by reference. Unless otherwise modified in this Contract, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City request that would cause the parties to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between each the City and FTA, as may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a Default of this Contract.

24. Export

- 24.1. Contractor represents and warrants that the Services and documentation related thereto shall not be disclosed to any foreign national, firm, or country, nor shall be exported from the United States without first complying with all the requirements of the International Traffic in Arms Regulations and the Export Administration Act, including the requirement for obtaining an export license, if applicable. Contractor shall fully indemnify the City for any breach of this representation.

25. Force Majeure

- 25.1. No party shall have any liability to the other hereunder by reason of any delay of failure to perform any obligation of this Contract 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 Government, act of public enemy, pandemic, epidemic, or other cause of similar or dissimilar nature beyond its control.

26. Severability

- 26.1. If any provision of this Contract is held invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remainder of this Contract shall remain in full force and effect.

27. Notices

- 27.1 Any notice or other communication to be made pursuant to this Contract shall be made in writing by United States certified or registered mail, by messenger service or by a nationally recognized overnight courier, and shall be effective:

27.1.1 upon receipt, if delivered in person

27.1.2 five (5) business days after deposit into the United States mail,

27.1.3 if sent by certified or registered mail at 1:00 p.m. CST or EST on the following business day, if sent by overnight courier.

- 27.2. Notice hereunder shall likewise be effective when actually received by either party. In each case, such notice or other communication shall be made to the addresses shown below. Either party shall have the right, by written notice to the other parties, to change its address for such notice.

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

Contractor: Central States Bus Sales, Inc.
303 Business Park Drive
Lebanon, TN 37090
Attn: Mark Harris, Director of Commercial Bus Sales

28. Counterparts. This Contract may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, THE CITY OF MURFREESBORO AND CONTRACTOR HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST ABOVE WRITTEN

City of Murfreesboro

Central States Bus Sales, Inc.

Shane McFarland, Mayor


Mark Harris, Director of Commercial Bus Sales

Date:

Date: 1/11/21

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney



December 11, 2020

Price Quotation
Prepared for
City of Murfreesboro
28' Gas Heavy Duty Paratransit Vehicles
 Piggyback Order From Contract #2015561

Section	Item	Price
1	28' Champion LF Transport Base	\$134,960
	Options	
9	Amber Stop Request Lamp	\$95
12	4 LED Brake Strip Lamps	\$150
12	Engine Compartment Lights	\$225
13	7" Tail Lights	\$360
5	Tinted Glass Upper T	\$250
23	Tow Hooks	\$175
23	Driver Fan	\$190
23	Stainless Wheel Inserts	\$365
23	Exterior Key Switch	\$115
23	Stainless Steel Trash Holder	\$80
23	ABS Seatbacks	\$1,380
23	Midback Featherweight Seats – Deduct	(\$995)
23	Spare Tire and Rim	\$355
19	5-Year, 200,000 mile Chassis Warranty	\$5,050
23	Thermo Block Heater	\$95
10	Radio/AM/FM/CD/PA	\$300
9	8.62 x 11 Brochure Rack	\$120
4	Heated Mirror	\$475
	Additional Option: Sportswork DL2 Bike Rack in lieu of BYKRAK	\$425
	SUBTOTAL	\$144,170

PPI 1413 Adjustment: 264.7 (October 2020) / 243.2 (November 2017) = 8.84%

City of Murfreesboro 28' Champion LF Transport Gas Unit Price (12/11/2020) = **\$156,914**

Submitted by:


 Chad Golden, Commercial Bus
 Regional Sales Manager

2015561 - EXHIBIT A

HEAVY DUTY GASOLINE VEHICLE BY CATEGORY							
DESCRIPTION	Category	Size	Unit Cost Base Year 1	Unit Cost Year 2 + PPI	Unit Cost Year 3 + PPI	Unit Cost Year 4 + PPI	Unit Cost Year 5 + PPI
24 Ft Cutaway (14) ambulatory with no wheelchairs to six (6) ambulatory with three (3) wheelchairs. Random access for ambulatory entry and exit is mandatory. Champion.	Base A	24FT	\$94,575.00	\$94,575.00 + PPI	\$94,575.00 + PPI	\$94,575.00 + PPI	\$94,575.00 + PPI
24 Ft Low Floor Cut Away(14 ambulatory/no wheelchairs) or (6 ambulatory/3 wheelchairs	Option A	24FT	\$131,175.00	\$131,175.00 + PPI	\$131,175.00 + PPI	\$131,175.00 + PPI	\$131,175.00 + PPI
OPTIONAL BID ONLY!!!! El Dorado National World Trans 24 Ft cutaway. HIGH FLOOR ONLY.	Option	24FT	\$89,930.00	\$89,930.00 + PPI	\$89,930.00 + PPI	\$89,930.00 + PPI	\$89,930.00 + PPI
28 Ft Low Floor Cut Away (17 passenger seats, 3 wheelchairs	Option B	28FT	\$134,960.00	\$134,960.00 + PPI	\$134,960.00 + PPI	\$134,960.00 + PPI	\$134,960.00 + PPI

VEHICLE BASE STANDARD LISTING
PARATRANSIT VEHICLE LINE ITEM BASE COST

VEHICLE TYPE	SEC	PP#	DESCRIPTION	ITEM	BASE QTY.	BASE COST TERM YR 1	OPTION YR 2 (PPI)	OPTION YR 3 (PPI)	OPTION YR 4 (PPI)	OPTION YR 5 (PPI)
	10	15	Body - Operator Seat	BASE						
Paratransit			USSC Evolution with Power Adjustable base (Black Evolution G2ELP)	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Approved Equal	Option		no bid	no bid	no bid	no bid	no bid
	8	13	Body - Paint & Decal	BASE						
Paratransit			DuPont Imron; One Color w/Roof Numbers (White Base Color Non-Reflective)	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			(2) Colors	Option		1750	1750 + ppi	1750 + ppi	1750 + ppi	1750 + ppi
Paratransit			(2) Colors, with Black Mask At Windows	Option		2725	2725 + ppi	2725 + ppi	2725 + ppi	2725 + ppi
Paratransit			(3) Colors	Option		2725	2725 + ppi	2725 + ppi	2725 + ppi	2725 + ppi
Paratransit			Basic Decal Package (Up to Three Strips and Equivalent Design)	Option		750	750 + ppi	750 + ppi	750 + ppi	750 + ppi
Paratransit			Custom Paint/Decal Design (Per Purchasers' Spec)	Option		4250	4250 + ppi	4250 + ppi	4250 + ppi	4250 + ppi
Paratransit			Clear Coat Complete Vehicle	Option		1600	1600 + ppi	1600 + ppi	1600 + ppi	1600 + ppi
Paratransit			Delete Roof Numbers (Deduct)	Option		-75	(75) + ppi	(75) + ppi	(75) + ppi	(75) + ppi
	9	14	Body - Schedule Rack	BASE						
Paratransit			OEM Standar with Dimension: 4 (four) 4 inch by 9 inch and 2 (two) 6 inch by 9 inch schedules/brochures	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Proposed Approved Equal	Option		no bid	no bid	no bid	no bid	no bid
Paratransit			Innocom Schedule Racks 3.75" x 7" x 1.5"	Option		150	150 + ppi	150 + ppi	150 + ppi	150 + ppi
Paratransit			Innocom Schedule Racks 8.62" x 1 1" x 1"	Option		120	120 + ppi	120 + ppi	120 + ppi	120 + ppi
Paratransit			22" x 21" Black, RH Load Open Back	Option		225	225 + ppi	225 + ppi	225 + ppi	225 + ppi
Paratransit			Transit Information Products - 19" x 21" OBIC 19/214P1LTRMC	Option		225	225 + ppi	225 + ppi	225 + ppi	225 + ppi
Paratransit			Transit Information Products - 19" x 21" OBIC10P2LTRMC	Option		225	225 + pdi	225 + ppi	225 + ppi	225 + pdi
	9	14	Body - Stanchions/Grab Rails	BASE						
Paratransit			Stainless Steel Stanchions and Grab Rails and Modesty Panel Tubes	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Powder Coated Vertical Stanchions, Grab Rails and Modesty Panel Tubes	Option		295	295 + ppi	295 + ppi	295 + ppi	295 + ppi
Paratransit			Powder Coated Vertical Stanchions only	Option		185	185 + ppi	185 + ppi	185 + ppi	185 + ppi
Paratransit			Farebox Guard Rail	Option		115	115 + ppi	115 + ppi	115 + ppi	115 + ppi
Paratransit			Proposed Approved Equal	Option		no bid	no bid	no bid	no bid	no bid
	5	12	Body - Bike Rack	BASE						
Paratransit			BYK RAK (Stainless Steel) 2 Position Deployed Warning Light (on Dash)	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			BYK RAK- 5" Spot Mirror	Option		150	150 + ppi	150 + ppi	150 + ppi	150 + ppi
Paratransit			Proposed Approved Equal	Option		no bid	no bid	no bid	no bid	no bid

VEHICLE BASE STANDARD LISTING
PARATRANSIT VEHICLE LINE ITEM BASE COST

VEHICLE TYPE	SEC	PP#	DESCRIPTION	ITEM	BASE QTY.	BASE COST TERM YR 1	OPTION YR 2 (PPI)	OPTION YR 3 (PPI)	OPTION YR 4 (PPI)	OPTION YR 5 (PPI)
	4	10	Body Exterior Mirror	BASE						
Paratransit			Rosco 2020SS with external rearview mirrors with curbside mirror fender mount	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Velvac 2020SS Fender mount curbside	Option		no bid	no bid	no bid	no bid	no bid
Paratransit			Heated only Rosco 2020SS mirrors	Option		475	475 + ppi	475 + ppi	475 + ppi	475 + ppi
	9	13	Body Floor Covering	BASE						
Paratransit			Altro TFM22903 Storm Grey	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Approval Equal	Option		no bid	no bid	no bid	no bid	no bid
			Body Interior Mirror	BASE						
Paratransit			Propose Standard OEM	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			9" convex	Option		65	65 + ppi	65 + ppi	65 + ppi	65 + ppi
Paratransit			6" x16" mirror	Option		70	70 + ppi	70 + ppi	70 + ppi	70 + ppi
	9	14	Body- Passenger Signal	BASE						
Paratransit			Standard OEM Pull Cord or Equal	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Standard OEM	Option		no bid	no bid	no bid	no bid	no bid
Paratransit			Button at Exit Door Vertical Stanchion	Option		135	135 + ppi	135 + ppi	135 + ppi	135 + ppi
Paratransit			Additional Amber Stop Request Lamp Mounted on Driver's Dash	Option		95	95 + ppi	95 + ppi	95 + ppi	95 + ppi
	7	12	Body- R/Door	BASE						
Paratransit			None	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
	3	9	Body -Roof Hatch	BASE						
Paratransit			None	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Transpec Roof hatch	Option		425	425 + ppi	425 + ppi	425 + ppi	425 + ppi
	4	10	Chassis	BASE						
Paratransit			Ford E450 Cutaway New Year and Model (V10 6.8 L)	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			GMC or Chevrolet 4500 Cutaway	Option		no bid	no bid	no bid	no bid	no bid
Paratransit			Proposed Approval Equal	Option		no bid	no bid	no bid	no bid	no bid
			Cooling System	BASE						
Paratransit			Propose Approvedl Equal	Option		no bid	no bid	no bid	no bid	no bid
	12	18	Electrical	BASE						
Paratransit			Electrical systems shall comply with all applicable FMVSS and SAE standards	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Approvedl Equal	Option		no bid	no bid	no bid	no bid	no bid
	12	16	Elect - Alternator	BASE						
Paratransit			OEM High Output	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			GM 220 AMP	Option		no bid	no bid	no bid	no bid	no bid
Paratransit			Propose Approvedl Equal	Option		no bid	no bid	no bid	no bid	no bid
	12	15	Elect - Automatic Passenger Counter	BASE						
Paratransit			Included in Trapeze System	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED

VEHICLE BASE STANDARD LISTING
PARATRANSIT VEHICLE LINE ITEM BASE COST

VEHICLE TYPE	SEC	PP#	DESCRIPTION	ITEM	BASE QTY.	BASE COST TERM YR 1	OPTION YR 2 (PPI)	OPTION YR 3 (PPI)	OPTION YR 4 (PPI)	OPTION YR 5 (PPI)
Paratransit			UTA Automatic Passenger Counter System with GPS, WLAN Capabilities	Option		3950	3950 + ppi	3950 + ppi	3950 + ppi	3950 + ppi
	12	15	Elect – Accessories	BASE						
Paratransit			12 V Cigarette Light Adaptor for PC Auxiliary Power - (1-Front and 1-Rear Adaptor Power for PC)	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Approved/ Equal	Option		no bid	no bid	no bid	no bid	no bid
	12	15	Elect - Equip Storage Box	BASE						
Paratransit			None	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			UTA APC Sensors, Cabling, CPU only	Option		750	750 + ppi	750 + ppi	750 + ppi	750 + ppi
Paratransit			Propose Approved/ Equal	Option		no bid	no bid	no bid	no bid	no bid
	13	17	Elect - Exterior Lights	BASE						
Paratransit			All Exterior Lights LED (OEM) Type Lamps	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Headlight LED Dialight - Low Beam	Option		no bid	no bid	no bid	no bid	no bid
Paratransit			Headlight LED Dialight - High Beam	Option		no bid	no bid	no bid	no bid	no bid
Paratransit			Halogen Sealed Beam Headlights (Deduct)	Option		no bid	no bid	no bid	no bid	no bid
Paratransit			Tail Lights - Manufacturer Dialite LED, Fixture Size - 7" Diameter	Option		360	360 + ppi	360 + ppi	360 + ppi	360 + ppi
Paratransit			Tail Lights - Manufacturer Dialite LED, Fixture Size - 4" Diameter	Option		245	245 + ppi	245 + ppi	245 + ppi	245 + ppi
	12	17	Elect - Video Surveillance	BASE						
Paratransit			March Network System (NVR GT12, 6-Cameras)	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			PREWIRE ONLY for March Network System GT12 6 Cameras	Option		2200	2200 + ppi	2200 + ppi	2200 + ppi	2200 + ppi
Paratransit			PREWIRE Cisco Router 829IR and Antenna	Option		540	540 + ppi	540 + ppi	540 + ppi	540 + ppi
Paratransit			PREWIRE AND INSTALL Cisco Router 829IR and Antenna	Option		10500	10500 + ppi	10500 + ppi	10500 + ppi	10500 + ppi
Paratransit			Propose Approved/ Equal	Option		no bid	no bid	no bid	no bid	no bid
	12	15	Elect- Auxiliary Lights	BASE						
Paratransit			OEM Standard	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			4 LED Brake Strip Lamps	Option		150	150+ ppi	150 + ppi	150 + ppi	150 + ppi
Paratransit			Engine Compartment Lights	Option		225	225 + ppi	225 + ppi	225 + ppi	225 + ppi
Paratransit			Propose Approved/ Equal	Option		no bid	no bid	no bid	no bid	no bid
	12	15	Elect - Battery & Battery Chargers	BASE						
Paratransit			(2) Dual 770CCA Mounted (or OEM approved equal)	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Approved/ Equal	Option		no bid	no bid	no bid	no bid	no bid
	12	17	Elect- Communication/Radio	BASE						
Paratransit			APC including analyzer hardware	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED

VEHICLE BASE STANDARD LISTING
PARATRANSIT VEHICLE LINE ITEM BASE COST

VEHICLE TYPE	SEC	PP#	DESCRIPTION	ITEM	BASE QTY.	BASE COST TERM YR 1	OPTION YR 2 (PPI)	OPTION YR 3 (PPI)	OPTION YR 4 (PPI)	OPTION YR 5 (PPI)
Paratransit			Prewiring: Wiring Harness for below hardware components. Including Antennas and Power for all the components.	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Cisco Router 829IR Verizon (External antennas 4G / GPS), and Internal WiFi.	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			March GT12 Video Surveillance (External Antennas, WiFi / GPS).	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Transit Master (AVL): Motorola Apex 4000, Tait TM8105, and Speakers. (External Antennas for Motorola Apex 800Mhz, Tait TM8105, Transit Master WiFi).	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			SUPPLIED BY: TRAPEZE GROUP, INC.	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
	12	17	Elect - Destination Signs	BASE						
Paratransit			Hanover Full Color Display Destination Signs	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Approved/ Equal	Option		no bid	no bid	no bid	no bid	no bid
	12	17	Elect - Intelligent Vehicle Network	BASE						
Paratransit			PREWIRE ONLY Trapeze Full Vehicle Kit	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Trapeze Full Vehicle Kit Equipment / Devices and Complete Installation with Power and Antennas.	Option		39950	39950+ ppi	39950 + ppi	39950 + ppi	39950 + ppi
	10	14	Elect - Pleasure	BASE						
Paratransit			None	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Radio Digital	Option		215	215 + ppi	215 + ppi	215 + ppi	215 + ppi
Paratransit			Radio Am/FM/CD	Option		275	275 + ppi	275 + ppi	275 + ppi	275 + ppi
	12	17	Elect - Public Announcement	BASE						
Paratransit			Four internal Speakers and one external Speaker for Automatic Stop Announcements are required	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Drivers Speaker W/Separate Volume Control	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Approved/ Equal	Option		no bid	no bid	no bid	no bid	no bid
	4	10	Engine	BASE						
Paratransit			V10 Ford Gasoline	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Approval Equal	Option		no bid	no bid	no bid	no bid	no bid
	12	17	Fare Box	BASE						
Paratransit			PREWIRE ONLY for GenFare Odyssey Plus	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED

VEHICLE BASE STANDARD LISTING
PARATRANSIT VEHICLE LINE ITEM BASE COST

VEHICLE TYPE	SEC	PP#	DESCRIPTION	ITEM	BASE QTY.	BASE COST TERM YR 1	OPTION YR 2 (PPI)	OPTION YR 3 (PPI)	OPTION YR 4 (PPI)	OPTION YR 5 (PPI)
Paratransit			No Farebox, Power Circuit and Groundstrap only	Option		no bid	no bid	no bid	no bid	no bid
Paratransit			Propose Approval Equal	Option		no bid	no bid	no bid	no bid	no bid
	4	10	Fuel	BASE						
Paratransit			55 Gallon Capacity, Internal Baffled, (2) support position, fuel filter engine mounted	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Approval Equal	Option		no bid	no bid	no bid	no bid	no bid
	4	10	Fuel Filter	BASE						
Paratransit			Low Fuel Alarm (OEM Standard)	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Approval Equal	Option		no bid	no bid	no bid	no bid	no bid
	14	18	HVAC	BASE						
Paratransit			Thermoking SLR 65 TM-21 System OR Thermoking SLR 75 TM-31 System	BASE		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Approval Equal	Option		no bid	no bid	no bid	no bid	no bid
	20	22	Manuals	BASE						
Paratransit			Drivers Handbook (100 Manual/1 CD per Bus Order)	BASE		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Service Manual (1 Manual/4 CD per Bus Order)	BASE		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Parts Manual (5 Manual/1CD per Bus Order)	BASE		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Electrical Schematics (4 Manual/1CD per Bus Order)	BASE		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Vendor Manuals (4 Manual/1 CD per Bus Order)	BASE		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Additional Driver's Handbook	Option		35	35 + ppi	35 + ppi	35 + ppi	35 + ppi
			Safety	BASE						
Paratransit			Fire Extinguisher and Safety Triangle Kit	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Blood Borne Pathogens Kit	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Bio - Hazard Disposal Kit	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Wheel Chocks (Per Set)	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Fogmaker Fire Suppression System (water mist)	Option		3975	3975 + ppi	3975 + ppi	3975 + ppi	3975 + ppi
			Steering	BASE						
Paratransit			Proposed OEM Standard	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Approved Equal	Option		no bid	no bid	no bid	no bid	no bid
	25	23	Training	BASE						
Paratransit			Maintenance Training - 20 Hours, (Procuring Agency) Price Proposal Form	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Operator Orientation - 8 Hours, (Procuring Agency) Price Proposal Form	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED

VEHICLE BASE STANDARD LISTING
PARATRANSIT VEHICLE LINE ITEM BASE COST

VEHICLE TYPE	SEC	PP#	DESCRIPTION	ITEM	BASE QTY.	BASE COST TERM YR 1	OPTION YR 2 (PPI)	OPTION YR 3 (PPI)	OPTION YR 4 (PPI)	OPTION YR 5 (PPI)
Paratransit			Propose Additional Training	Option		2850	2850 + ppi	2850 + ppi	2850 + ppi	2850 + ppi
	4	10	Transmission	BASE						
Paratransit			Heavy duty 6-speed automatic transmission with auxiliary transmission cooler	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
	16	18	W/C Restraints	BASE						
Paratransit			Q'Straint - QRT 360	BASE		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
	19	19	Warranty	BASE						
Paratransit			24FT Complete BASE Vehicle - 5 Year/Unlimited Miles - Structural	BASE		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Engine - 2 Year/Unlimited Miles - Deduct	BASE		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			24FT LF Complete Vehicle Option - 5 Year/100,000 Miles - Structural	Option		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			28FT Complete Vehicle Option - 7 Year/150,000 Miles - Structural	Option		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Chassis- 5 year/200,000 Miles. Premium Care level. Attachments with price pages	Option		5050	5050 + ppi	5050 + ppi	5050 + ppi	5050 + ppi
Paratransit			Chassis - 3 Year/300,000 Miles	Option		no bid	no bid	no bid	no bid	no bid
	15	18	WC Ramp	BASE						
Paratransit			Braun	BASE		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Ricon	Option		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Upgrade to 1000 Lb. lift (Braun or Ricon)	Option		1050	1050 + ppi	1050 + ppi	1050 + ppi	1050 + ppi
			Wheel Brakes	BASE						
Paratransit			All Wheel Disc Brakes	BASE		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Propose Approved Equal	Option		no bid	no bid	no bid	no bid	no bid
			Wheel Hubometer	BASE						
Paratransit			Fleetwatch	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			None	Option		no bid	no bid	no bid	no bid	no bid
Paratransit			Propose Approved Equal	Option		no bid	no bid	no bid	no bid	no bid
	4	10	Wheels	BASE						
Paratransit			Powder Coated Steel Wheels (White)	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Chrome Alcoa - Full Polish	Option		4500	4500 + ppi	4500 + ppi	4500 + ppi	4500 + ppi
Paratransit			Aluminum Alcoa - Full Polish W/Dura Bright Finish	Option		4500	4500 + ppi	4500 + ppi	4500 + ppi	4500 + ppi
Paratransit			Aluminum Alcoa - Machine Finish W/Dura Bright Finish	Option		4500	4500 + ppi	4500 + ppi	4500 + ppi	4500 + ppi
	4	10	Wheel - Tires	BASE						
Paratransit			225/75R/16 (All-Season, Steel-belted Radial)	BASE	6	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Tire Pressure Monitoring System	Option		1185	1185 + ppi	1185 + ppi	1185 + ppi	1185 + ppi
Paratransit			Proposed Approved Equal	Option		no bid	no bid	no bid	no bid	no bid
	5	12	Windows	BASE						

VEHICLE BASE STANDARD LISTING
PARATRANSIT VEHICLE LINE ITEM BASE COST

VEHICLE TYPE	SEC	PP#	DESCRIPTION	ITEM	BASE QTY.	BASE COST TERM YR 1	OPTION YR 2 (PPI)	OPTION YR 3 (PPI)	OPTION YR 4 (PPI)	OPTION YR 5 (PPI)
Paratransit			One Piece Glass and Tinted	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			28FT LF Cutaway with Rear Emergency Egress with Fresnel Lens (11X14) dimensio	Option		110	110 + ppi	110 + ppi	110 + ppi	110 + ppi
Paratransit			One Piece Glass and Tinted with Upper "T" sliding design	Option		250	250 + ppi	250 + ppi	250 + ppi	250 + ppi
Paratransit			Proposed Approved Equal	Option		no bid	no bid	no bid	no bid	no bid
Paratransit			Proposed Approved Equal	Option		no bid	no bid	no bid	no bid	no bid
	11	14	Passenger Seat	BASE						
Paratransit			Freedman (GO EZ 3 Point)	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Proposed Approved Equal	Option		no bid	no bid	no bid	no bid	no bid
	22	22	Spare Parts	BASE						
Paratransit			Proposer to Provide Complete Listing	Option		no bid	no bid	no bid	no bid	no bid
	23	22	Electrical Diagnostics	BASE						
Paratransit			Propose Option	Option		no bid	no bid	no bid	no bid	no bid
	23	22	Engine Diagnostics	BASE						
Paratransit			Propose Option	Option		no bid	no bid	no bid	no bid	no bid
	23	22	Engine Tune - Up Kit	BASE						
Paratransit			Propose Option	Option		no bid	no bid	no bid	no bid	no bid
	23	22	Transmission Diagnostics	BASE						
Paratransit			Propose Option	Option		no bid	no bid	no bid	no bid	no bid
	23	22	Destination Sign Programming	BASE						
Paratransit			Propose Option	Option		included	included	included	included	included
	23	22	HVAC Special Purpose	BASE						
Paratransit			Propose Option	Option		no bid	no bid	no bid	no bid	no bid
			Towing & Hoisting	BASE						
Paratransit			None	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Tow Hooks	Option		175	175 + ppi	175 + ppi	175 + ppi	175 + ppi
			Other Items	BASE						
Paratransit			Keyed Ignition Switch	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Brake System Diagnostics	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Meritor Software (Tool Box), Serial Link/Interface Kit	Base		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Engine Dolly	Option		no bid	no bid	no bid	no bid	no bid
Paratransit			Thermo Block Heater	Option		95	95 + ppi	95 + ppi	95 + ppi	95 + ppi
Paratransit			Engine Skid Protection	Option		no bid	no bid	no bid	no bid	no bid
Paratransit			Mobile Receiver for S&A 392 Hubodometer	Option		285	285 + ppi	285 + ppi	285 + ppi	285 + ppi
Paratransit			Floor Mounted 4 -Way Flasher Switch	Option		175	175 + ppi	175 + ppi	175 + ppi	175 + ppi
Paratransit			Cup Holder	Option		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Paratransit			Auxiliary Drivers Fan	Option		190	190 + ppi	190 + ppi	190 + ppi	190 + ppi
Paratransit			Stainless Steel Trash Bag Holder	Option		80	80 + ppi	80 + ppi	80 + ppi	80 + ppi

VEHICLE BASE STANDARD LISTING
PARATRANSIT VEHICLE LINE ITEM BASE COST

VEHICLE TYPE	SEC	PP#	DESCRIPTION	ITEM	BASE QTY.	BASE COST TERM YR 1	OPTION YR 2 (PPI)	OPTION YR 3 (PPI)	OPTION YR 4 (PPI)	OPTION YR 5 (PPI)
Paratransit			Transfer Cutter	Option		215	215 + ppi	215 + ppi	215 + ppi	215 + ppi
Paratransit			Upgrade to 102" wide in lieu of 96" wide. Low Floor only.	Option		1350	1350 + ppi	1350 + ppi	1350 + ppi	1350 + ppi
Paratransit			Equalizer Wheelchair Ramp (102" wide only)	Option		4750	4750 + ppi	4750 + ppi	4750 + ppi	4750 + ppi
Paratransit			Mor/Ryde rear suspension (high floor only)	Option		1150	1150 + ppi	1150 + ppi	1150 + ppi	1150 + ppi
Paratransit			CNG Option (Low Floor Only)	Option		31300	31300 + ppi	31300 + ppi	31300 + ppi	31300 + ppi
Paratransit			Spare tire and rim	Option		355	355 + ppi	355 + ppi	355 + ppi	355 + ppi
Paratransit			Stainless Steel Wheel Inserts (set of 4)	Option		365	365 + ppi	365 + ppi	365 + ppi	365 + ppi
Paratransit			Exterior Key Switch	Option		115	115 + ppi	115 + ppi	115 + ppi	115 + ppi
Paratransit			Upgrade to 5 w/c positions. (low floor only). Cost per bus.	Option		2750	2750 + ppi	2750 + ppi	2750 + ppi	2750 + ppi
Paratransit			Price reduction for 22' bus in lieu of 24'. Limited space. High floor only. Deduct per bus.	Option		-950	(950) + ppi	(950) + ppi	(950) + ppi	(950) + ppi
Paratransit			ABS seat backs per bus	Option		1380	1380 + ppi	1380 + ppi	1380 + ppi	1380 + ppi
Paratransit			Freedman Mid-back featherweight seats in lieu of Freedman Go-ES Seats. Deduct. (Assignability purposes)	Option		-995	(995) + ppi	(995) + ppi	(995) + ppi	(995) + ppi
Paratransit			Fiber Optic Backlighting on Drivers Dash	Option		no bid	no bid	no bid	no bid	no bid

2015561 - EXHIBIT C

ESTIMATED CONTRACT VOLUME ANALYSIS

FOR HEAVY-DUTY PARATRANSIT ADA VEHICLES 2017-2022

DESCRIPTION	(BAFO 9.16.2017) BASE COST TERM YR 1	OPTION YR 2 (PPI)	OPTION YR 3 (PPI)	OPTION YR 4 (PPI)	OPTION YR 5 (PPI)
BASE CONTRACT PRICING					
24 Ft Cutaway (14) ambulatory with no wheelchairs to six (6) ambulatory with three (3) wheelchairs. Random access for ambulatory entry and exit is mandatory. Champion.	\$94,575	\$94,575 + PPI	\$94,575 + PPI	\$94,575 + PPI	\$94,575 + PPI
24 Ft Low Floor Cut Away(14 ambulatory/no wheelchairs) or (6 ambulatory/3 wheelchairs	\$131,175	\$131,175 + PPI	\$131,175 + PPI	\$131,175 + PPI	\$131,175 + PPI
OPTIONAL BID ONLY!!!! ElDorado National World Trans 24 foot cutaway. HIGH FLOOR ONLY.	\$89,930	\$89,930+ PPI	\$89,930+ PPI	\$89,930+ PPI	\$89,930+ PPI
28 Ft Low Floor Cut Away (17 passenger seats, 3 wheelchairs	\$134,960	\$134,960 + PPI	\$134,960 + PPI	\$134,960 + PPI	\$134,960 + PPI

BUDGET FORECAST YEAR 1 - 5						
FORECAST VOLUME PER YEAR BY ORDER	YEAR 2017- 2018	OPTION YEAR 2019	OPTION YEAR 2020	OPTION YEAR 2021	OPTION YEAR 2022	TOTAL YTD
Estimated Annual Order	30	30	25	25	25	135

2015561 - EXHIBIT D

CENTRAL STATES BUS SALES, INC.

420 Lake Lane, North Little Rock AR 72117-5303 | Toll Free: 877-272-8737 | Fax: 501-955-2772

WARRANTY INFORMATION

Maria-

Here would be the breakdown of the warranties per model for the 4 configurations:

1. 24FT Standard configuration CUTAWAY (high floor):
 - Ford E-450 Chassis:
 - 3yr/36,000 mile bumper to bumper
 - 5yr/60,000 mile Powertrain
 - Champion Body
 - 5yr/150,000 mile body structure
2. 24FT Standard configuration LOW-FLOOR CUTAWAY-OPTION
 - Ford E-450 Chassis:
 - 3yr/36,000 mile bumper to bumper
 - 5yr/60,000 mile Powertrain
 - Champion Body
 - 7yr/200,000 mile body structure
3. 28FT Standard configuration LOW-FLOOR CUTAWAY-OPTION
 - Ford E-450 chassis:
 - 3yr/36,000 mile bumper to bumper
 - 5yr/60,000 mile Powertrain
 - Champion Body
 - 7yr/200,000 mile body structure
4. OPTIONAL BID—24FT World Trans
 - Ford E-450 Chassis:
 - 3yr/36,000 mile bumper to bumper
 - 5yr/60,000 mile Powertrain
 - ElDorado National World Trans Body
 - 5yr/150,000 mile body structure

Mark Harris, Director of Commercial Bus Sales
Central States Bus Sales, Inc.
420 Lake Lane
North Little Rock AR 72117-5303
Company: 501-955-2577
Cell: 501-517-4910
Toll Free: 877-272-8737
Fax: 501-955-2772
Reply to: mharris@centralstatesbus.com



COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Interchange Lighting Contracts with TDOT for I-24 & Joe B. Jackson and I-840 & Veterans Parkway

Department: Transportation

Presented by: Jim Kerr

Requested Council Action:

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

Summary

Interchange Lighting Contracts between the City and TDOT for I-24 & Joe B. Jackson and I-840 & Veterans Parkway.

Staff Recommendation

Approve both contracts with TDOT for interchange lighting.

Background Information

TDOT's Interchange Lighting Program is a state funded program that requires a 50% match for all phases of the project. All phases of the contract will be managed by TDOT with an estimated time frame of three years. The local government can use Surface Transportation Block Grant (STBG) funds to offset the local match if available at 80% of the match required. The City requested and received Interchange Lighting Contracts for I-24 & Joe B. Jackson and I-840 & Veterans Parkway.

Council Priorities Served

Responsible budgeting

Improvements of roadway infrastructure with federal and state dollars allows local funds to be used for other community purposes.

Safe and Livable Neighborhoods

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

Operational Issues

Once the project is completed, the City will be responsible for maintenance of the facility.

Fiscal Impact

TDOT's project estimate for I-24 & Joe B. Jackson is \$1,703,800 funded 50% State, 40% Federal, and 10% local, which makes the City's matching approximately \$170,380.

The project estimate for the I-840 & Veterans Parkway Project is \$1,309,300, be funded 50% State, 40% Federal, and 10% local, which makes the City's match approximately \$130,930.

TDOT's estimates are opinions of probable cost. The City will be required to match actual cost upon completion of the projects. Matching funds will be funded through State Street Aid.

Attachments

1. TDOT Agreement Number 2000310 Interchange Lighting of I-24 at Joe B. Jackson.
2. TDOT Agreement Number 2000309 Interchange Lighting of I-840 at Veterans Parkway.
3. Project budget.

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **THE TREASURY DEPARTMENT OF THE STATE OF TENNESSEE**, hereinafter referred to as the "Treasury", and _____, Tennessee, hereinafter referred to as the "Local Agency".

WITNESSETH:

WHEREAS, the State of Tennessee, acting through the Department of Transportation, entered into a contract with the _____, hereinafter called "Local Agency", on the _____ day of _____, 20____, relative to providing for implementation of _____;

WHEREAS, said agreement provides that the Local Agency may deposit its pro rata share of the estimated cost of the project with the Treasury for temporary investment as an alternative to furnishing the Department with said share, and the Local Agency has elected to use said alternate; and

WHEREAS, the Local Agency has made application to participate in the Local Government Investment Pool which has been accepted by the Treasury and has deposited its pro rata share of the estimated cost of the project by immediate credit transfer and advised the Treasury thereof and identified the account to which said deposit should be credited.

NOW THEREFORE, in consideration of the premises, the Treasury and the Local Agency agree as follows:

The Local Agency hereby authorizes Treasury to transfer from its Local Government Investment Pool Account (LGIP Account) relative to the above- identified project, to the account of the Department of Transportation, such amounts as said Department may request from time to time by written instructions from its Finance Director, without liability.

The Local Agency understands that no funds in its LGIP account shall be subject to withdrawal until the project is completed and the actual pro rata share of cost is determined. On completion, any surplus will be returned to the Local Agency pursuant to written instructions of said Department with an accounting of transfers made.

The Treasury will credit interest to the account which will be added to the principal and will become part of the surplus, if any, for disposition by said Department at the completion of the project. LGIP account statements will be sent to the Local Agency and said Department monthly. There will be an administrative fee charged to the Local Agency for the LGIP account at the same rate as other LGIP accounts are charged.

It is understood by the parties that the Treasury shall be responsible for the investment of aforesaid sum in accordance with the terms and conditions of the administration of the pool.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officials as of the date above written.

**STATE OF TENNESSEE
TREASURY DEPARTMENT**

By: _____

NAME OF OFFICIAL WHOSE
SIGNATURE APPEARS BELOW

(Type or Print)

TITLE: _____

ADDRESS: _____

TELEPHONE NO: _____

COUNTY OF: _____

SIGNATURE
OF OFFICIAL: _____

INSTRUCTIONS FOR DEPOSITING FUNDS
FOR INVESTMENT IN LOCAL GOVERNMENT INVESTMENT POOL

Enclosed herewith you will find one (1) copy of a contract relative to investing in the Local Government Investment Pool (LGIP) administered by the State Treasury Department. These are for your use in providing evidence that the Local Agency's pro-rata share of funds for the amount set forth in the project agreement relative to the project identified in the contract have been deposited for the use of the Department of Transportation. After completing the information necessary in the body of the contract you will need to have a total of four (4) original copies signed by an authorized official. Due to the sophistication of today's copiers, signatures in ink of a color other than black will clearly mark them as original signatures and prevent possible delays. Mail two (2) copies to, Assistant Director of Investment Department, P. O. Box 198785, Nashville, TN., 37219-8785, and one (1) copy to Jennifer Herstek, Finance Administrator, Tennessee Department of Transportation, 800 James K. Polk Building, Nashville, TN 37243-0329. The remaining copy is to be retained for your file until a fully executed copy is returned by the Treasury Department. Any questions you have should be directed to **Assistant Cash Manager for LGIP Administration at (615) 532-1163**.

Please note that due to the volume of deposits, the Treasury Department will not confirm to TDOT that your deposit has been made more than once a month. To prevent delays in project development, once you have made the deposit, call the person who signed the letter transmitting this document. Give that person the account number to which you have made your deposit, the amount of your deposit and the date on which you submitted it.

Agreement Number: 2000310

Project Identification Number: 131055.00

Federal Project Number: STP-M-I-24-1(136)

State Project Number: 75100-3125-54

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MURFREESBORO (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Interchange Lighting of I-24 at Joe B. Jackson Parkway"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Department	Project
Preliminary Engineering by:	Department	Project
Right-of-Way by:	N/A	N/A
Utility Coordination by:	Department	Project
Construction by:	Department	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **N/A**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement 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.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) DBE Obligation:

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) Instructions for Certification - Primary Covered Transactions:

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MURFREESBORO

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____

**Shane McFarland
Mayor**

Date

By: _____

**Clay Bright
Commissioner**

Date

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____

**Adam Tucker
Attorney**

Date

By: _____

**John Reinbold
General Counsel**

Date

EXHIBIT "A"**AGREEMENT NUMBER: 200310****PROJECT IDENTIFICATION NUMBER: I31055.00****FEDERAL PROJECT NUMBER: STP-M-I-24-I(136)****PROJECT DESCRIPTION: I-24 INTERCHANGE AT JOE B. JACKSON PARKWAY**

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: INTERCHANGE LIGHTING

PHASE	FUNDING SOURCE	FED %	STATE %	AGENCY %	ESTIMATED COST
PE-NEPA	STBG	40%	50%	10%	\$92,934.00
PE-DESIGN	STBG	40%	50%	10%	\$61,956.00
CONST	STBG	40%	50%	10%	\$1,346,900.00
CONST-CEI	STBG	40%	50%	10%	\$202,010.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: STBG: 23 U.S.C.A, Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **THE TREASURY DEPARTMENT OF THE STATE OF TENNESSEE**, hereinafter referred to as the "Treasury", and _____, Tennessee, hereinafter referred to as the "Local Agency".

WITNESSETH:

WHEREAS, the State of Tennessee, acting through the Department of Transportation, entered into a contract with the _____, hereinafter called "Local Agency", on the _____ day of _____, 20____, relative to providing for implementation of _____;

WHEREAS, said agreement provides that the Local Agency may deposit its pro rata share of the estimated cost of the project with the Treasury for temporary investment as an alternative to furnishing the Department with said share, and the Local Agency has elected to use said alternate; and

WHEREAS, the Local Agency has made application to participate in the Local Government Investment Pool which has been accepted by the Treasury and has deposited its pro rata share of the estimated cost of the project by immediate credit transfer and advised the Treasury thereof and identified the account to which said deposit should be credited.

NOW THEREFORE, in consideration of the premises, the Treasury and the Local Agency agree as follows:

The Local Agency hereby authorizes Treasury to transfer from its Local Government Investment Pool Account (LGIP Account) relative to the above- identified project, to the account of the Department of Transportation, such amounts as said Department may request from time to time by written instructions from its Finance Director, without liability.

The Local Agency understands that no funds in its LGIP account shall be subject to withdrawal until the project is completed and the actual pro rata share of cost is determined. On completion, any surplus will be returned to the Local Agency pursuant to written instructions of said Department with an accounting of transfers made.

The Treasury will credit interest to the account which will be added to the principal and will become part of the surplus, if any, for disposition by said Department at the completion of the project. LGIP account statements will be sent to the Local Agency and said Department monthly. There will be an administrative fee charged to the Local Agency for the LGIP account at the same rate as other LGIP accounts are charged.

It is understood by the parties that the Treasury shall be responsible for the investment of aforesaid sum in accordance with the terms and conditions of the administration of the pool.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officials as of the date above written.

**STATE OF TENNESSEE
TREASURY DEPARTMENT**

By: _____

NAME OF OFFICIAL WHOSE
SIGNATURE APPEARS BELOW

(Type or Print)

TITLE: _____

ADDRESS: _____

TELEPHONE NO: _____

COUNTY OF: _____

SIGNATURE
OF OFFICIAL: _____

INSTRUCTIONS FOR DEPOSITING FUNDS
FOR INVESTMENT IN LOCAL GOVERNMENT INVESTMENT POOL

Enclosed herewith you will find one (1) copy of a contract relative to investing in the Local Government Investment Pool (LGIP) administered by the State Treasury Department. These are for your use in providing evidence that the Local Agency's pro-rata share of funds for the amount set forth in the project agreement relative to the project identified in the contract have been deposited for the use of the Department of Transportation. After completing the information necessary in the body of the contract you will need to have a total of four (4) original copies signed by an authorized official. Due to the sophistication of today's copiers, signatures in ink of a color other than black will clearly mark them as original signatures and prevent possible delays. Mail two (2) copies to, Assistant Director of Investment Department, P. O. Box 198785, Nashville, TN., 37219-8785, and one (1) copy to Jennifer Herstek, Finance Administrator, Tennessee Department of Transportation, 800 James K. Polk Building, Nashville, TN 37243-0329. The remaining copy is to be retained for your file until a fully executed copy is returned by the Treasury Department. Any questions you have should be directed to **Assistant Cash Manager for LGIP Administration at (615) 532-1163**.

Please note that due to the volume of deposits, the Treasury Department will not confirm to TDOT that your deposit has been made more than once a month. To prevent delays in project development, once you have made the deposit, call the person who signed the letter transmitting this document. Give that person the account number to which you have made your deposit, the amount of your deposit and the date on which you submitted it.

Agreement Number: 2000309

Project Identification Number: 131054.00

Federal Project Number: STP-M-I-840(19)

State Project Number: 75840-3138-54

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MURFREESBORO (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Interchange Lighting of I-840 at Veterans Parkway"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Department	Project
Preliminary Engineering by:	Department	Project
Right-of-Way by:	N/A	N/A
Utility Coordination by:	Department	Project
Construction by:	Department	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **N/A**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement 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.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) DBE Obligation:

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) Instructions for Certification - Primary Covered Transactions:

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount	=	Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years
- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MURFREESBORO

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____
Shane McFarland
Mayor

_____ Date

By: _____
Clay Bright
Commissioner

_____ Date

APPROVED AS TO
FORM AND LEGALITY

APPROVED AS TO
FORM AND LEGALITY

By: _____
Adam Tucker
Attorney

_____ Date

By: _____
John Reinbold
General Counsel

_____ Date

EXHIBIT "A"**AGREEMENT NUMBER: 200309****PROJECT IDENTIFICATION NUMBER: 131054.00****FEDERAL PROJECT NUMBER: STP-M-I-840(19)****PROJECT DESCRIPTION: I-840 INTERCHANGE AT VETERANS PARKWAY**

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: INTERCHANGE LIGHTING

PHASE	FUNDING SOURCE	FED %	STATE %	AGENCY %	ESTIMATED COST
PE-NEPA	STBG	40%	50%	10%	\$71,418.00
PE-DESIGN	STBG	40%	50%	10%	\$47,612.00
CONST	STBG	40%	50%	10%	\$1,035,000.00
CONST-CEI	STBG	40%	50%	10%	\$155,270.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: STBG: 23 U.S.C.A, Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

I 840 Interchange @ Veterans Parkway					
Type of Work	Total	Federal	State	Local	
PE-NEPA	\$ 71,418.00	\$ 28,567.20	\$ 35,709.00	\$ 7,141.80	
PE-DESIGN	\$ 47,612.00	\$ 19,044.80	\$ 23,806.00	\$ 4,761.20	
Construction	\$ 1,035,000.00	\$ 414,000.00	\$ 517,500.00	\$ 103,500.00	
Construction-CEI	\$ 155,270.00	\$ 62,108.00	\$ 77,635.00	\$ 15,527.00	
	\$ 1,309,300.00	\$ 523,720.00	\$ 654,650.00	\$ 130,930.00	
I 24 Interchange @ Joe B. Jackson					
Type of Work	Total	Federal	State	Local	
PE-NEPA	\$ 92,934.00	\$ 37,173.60	\$ 46,467.00	\$ 9,293.40	
PE-DESIGN	\$ 61,956.00	\$ 24,782.40	\$ 30,978.00	\$ 6,195.60	
Construction	\$ 1,346,900.00	\$ 538,760.00	\$ 673,450.00	\$ 134,690.00	
Construction-CEI	\$ 202,010.00	\$ 80,804.00	\$ 101,005.00	\$ 20,201.00	
	\$ 1,703,800.00	\$ 681,520.00	\$ 851,900.00	\$ 170,380.00	

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Westpoint-Sect. 3 Water Main Upsizing Participation

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Funding participation request to upsize a water main to provide adequate fire protection along a portion of Warrior Drive.

Staff Recommendation

Approval of the water participation for the larger water main.

Background Information

There are two proposed industrial development projects within the area known as West Point Commercial Subdivision Section III, which is west of Salem Hwy and south of I-24. Warrior Drive, within this commercial subdivision is proposed to be extended for economic development purposes under State Industrial Access Grant through TDOT. This TDOT funding does not include utilities within the roadway. The roadway extension and water line upgrade will assist with these two industrial projects currently moving through the process and also make an additional 40 acres available for additional economic development opportunities.

The City is the recipient of the TDOT grant and has entered a project development agreement with the developer to construct the public infrastructure and utilities required to be installed within the roadway.

WRD water modeling determined that the existing 8" water mains along the existing portions of Warrior Dr. and Beasie Rd (green-blue highlight) can remain, but to provide the anticipated fire flows for the developments and surrounding area, a 12" water main would be required for the remaining portion of Warrior Drive (yellow highlight).

SEC, Inc., has submitted cost estimates for both 8" and 12" water main installations, 8" being the standard and typical water main size installed for a commercial development. The difference in the 8" and 12" water main is \$109,477, which would be the Department's participation amount and contribution to assist fire flow protection in this new development corridor.

Staff has estimated the water connection fees for the two proposed developments. The total estimated daily water usage is estimated at 144,000 gallons per day (gpd) or 553 single family units (sfu's) where 260 gpd equals 1 sfu. The standard water connection fee per sfu is \$1,200, which would be a total of \$664,615 in water connection fees, therefore, the standard water connection fees for these two developments alone will more than fund the cost of the participation.

This participation recommendation is consistent with the Department's participation policy, within our approved Policies, Procedures & General Design Requirements adopted in 2009 by the Board & Council:

1. Prior to dedication and acceptance of the improvements by the City, the Developer requesting reimbursement must present to the City Council a detailed statement of the actual eligible costs and the City Council in its discretion may amend the agreement, and the reimbursement amount, to reflect the actual project costs.
2. Should a project be eligible for participation by the City due to upsizing of a water or sewer line, the Department reserves the right to publicly bid the project or the portion of the project eligible for participation.
3. Participation in the cost to upsize water and sewer lines will be in accordance with established policies in effect. MRD or Developer can prepare a schedule of upsize participation, based on recent bid results or agreed upon unit pricing, which may be accept in lieu of publicly bidding, subject to approval of the WRD Board and Council.
4. The Department will only participate on that portion of sewer deeper than 12 feet deep, if the sewer is upsized and if the material changes.
5. Sewer must extend to the limits of construction at strategic locations for future extension.

Council Priorities Served

Improve economic development

Participating in the upsize of the water main will encourage larger industrial developments to build in this area because the existing infrastructure can easily handle their domestic and fire protection demands.

Expand infrastructure

Upsizing/Expanding the City's water infrastructure along Warrior Drive increases fire protection capabilities and as such to serve larger developments.

Fiscal Impact

Participation in the amount of \$109,477 will come from the Department's working capital reserves. There are adequate reserves to fund this amount.

Attachments

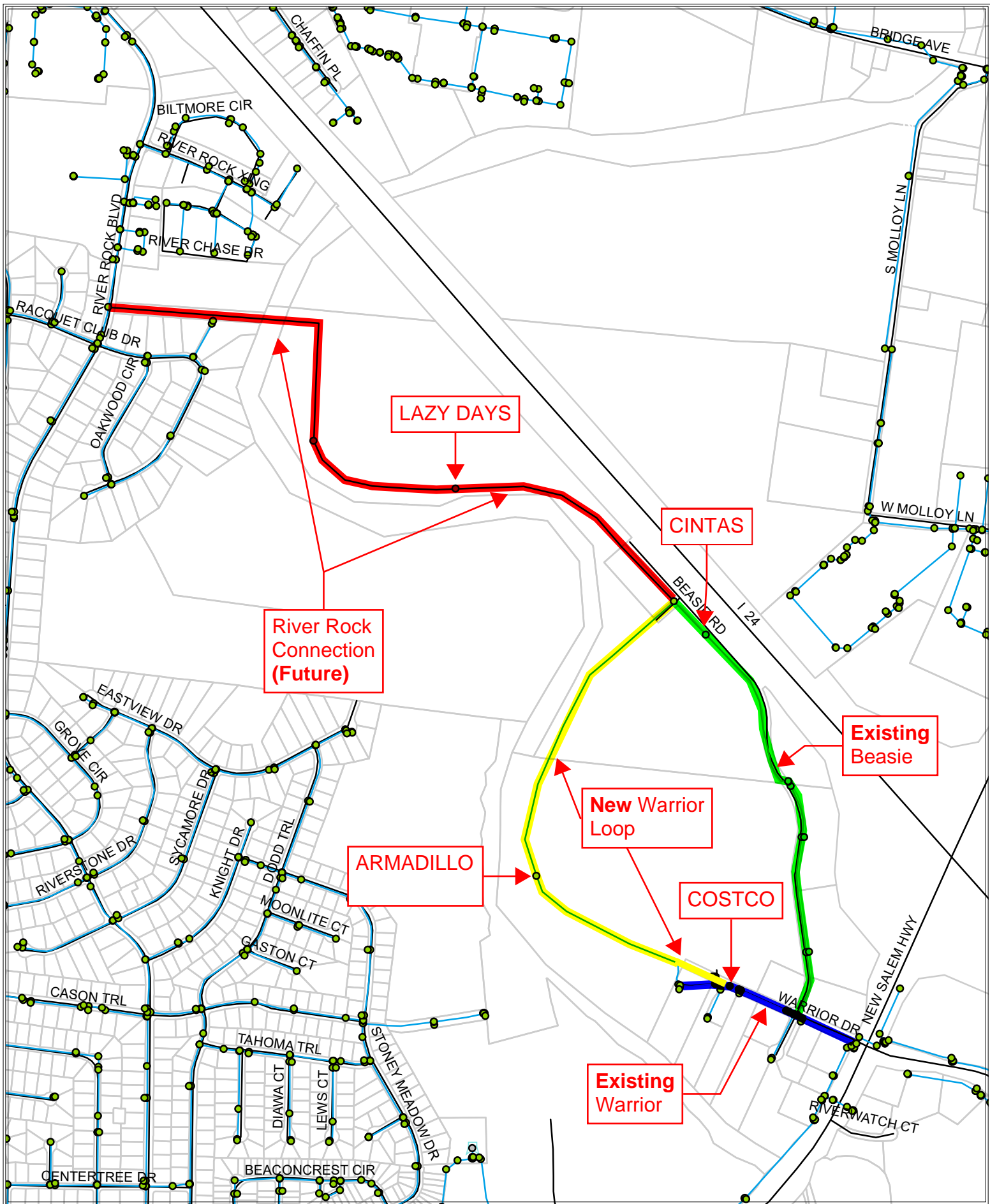
1. Engineers Estimate
2. Exhibit

Water System 8" Main					
ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	8" DIP	LF	3779	\$ 65.00	\$ 245,635.00
2	6" DIP	LF	91	\$ 50.00	\$ 4,550.00
3	Fire Hydrant Assemblies	EA	7	\$ 2,500.00	\$ 17,500.00
4	8" 22.5° Bend	EA	2	\$ 500.00	\$ 1,000.00
5	8" 11.25° Bend	EA	12	\$ 450.00	\$ 5,400.00
6	8" Gate Valve & Box	EA	19	\$ 1,500.00	\$ 28,500.00
7	6" Gate Valve & Box (1 per hydrant)	EA	7	\$ 1,250.00	\$ 8,750.00
8	8" Tee	EA	7	\$ 1,000.00	\$ 7,000.00
9	8" x 8" x 6" Tee	EA	7	\$ 750.00	\$ 5,250.00
10	8" Plug	EA	7	\$ 130.00	\$ 910.00
11	Concrete Thrust Block	EA	35	\$ 45.00	\$ 1,575.00
SubTotal:					\$ 326,070.00
10% Contingencies:					\$ 32,607.00
Water Total:					\$ 358,677.00

Note: SEC, Inc. has no control over the cost of labor, materials equipment or services furnished by others, or over the Contractor(s)' method of determining prices, or over competitive bidding or market conditions. SEC, Inc.'s opinions of Probable Cost are made on the basis of our experience and qualifications and represent our best judgments as an experienced and qualified professional engineering firm, familiar with the construction industry. SEC, Inc. cannot and does not guarantee that proposals, bids or actual cost will not vary from Opinions of Probable Cost prepared by SEC, Inc. If prior to the Bidding or Negotiating Phase the owner wishes greater assurance as to Project Costs, the owner shall employ an independent cost estimator.

Water System 12" Main					
ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	12" DIP	LF	3779	\$ 90.00	\$ 340,110.00
2	6" DIP	LF	91	\$ 50.00	\$ 4,550.00
3	Fire Hydrant Assemblies	EA	7	\$ 2,500.00	\$ 17,500.00
4	12" 22.5° Bend	EA	2	\$ 600.00	\$ 1,200.00
5	12" 11.25° Bend	EA	12	\$ 550.00	\$ 6,600.00
6	12" Gate Valve & Box	EA	5	\$ 1,950.00	\$ 9,750.00
7	8" Gate Valve & Box	EA	14	\$ 1,500.00	\$ 21,000.00
8	6" Gate Valve & Box (1 per hydrant)	EA	7	\$ 1,250.00	\$ 8,750.00
9	12" x 12" x 8" Tee	EA	7	\$ 1,200.00	\$ 8,400.00
10	8" x 8" x 6" Tee	EA	7	\$ 750.00	\$ 5,250.00
11	8" Plug	EA	7	\$ 130.00	\$ 910.00
12	Concrete Thrust Block	EA	35	\$ 45.00	\$ 1,575.00
SubTotal:					\$ 425,595.00
10% Contingencies:					\$ 42,559.50
Water Total:					\$ 468,154.50

Note: SEC, Inc. has no control over the cost of labor, materials equipment or services furnished by others, or over the Contractor(s)' method of determining prices, or over competitive bidding or market conditions. SEC, Inc.'s opinions of Probable Cost are made on the basis of our experience and qualifications and represent our best judgments as an experienced and qualified professional engineering firm, familiar with the construction industry. SEC, Inc. cannot and does not guarantee that proposals, bids or actual cost will not vary from Opinions of Probable Cost prepared by SEC, Inc. If prior to the Bidding or Negotiating Phase the owner wishes greater assurance as to Project Costs, the owner shall employ an independent cost estimator.



Warrior Drive/ Beasie Road
MWRD Hydraulic Model

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: TDOT Salem Hwy – Contract Supplements

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Water and sewer contract revisions (i.e., supplements) provided by TDOT related to the Salem Hwy Widening Phase 2, from Old Fort Parkway to I-24.

Staff Recommendation

Approval of the TDOT contract supplements.

Background Information

The Salem Highway Widening project from Old Fort Parkway to Cason Lane was originally all one project. In 2017 TDOT split the project into two phases, one from Old Fort Parkway to I-24 and the other from I-24 to Cason Lane which is currently under construction.

Original contracts were completed at that time, and TDOT made the decision to use one water contract and one sewer contract which would cover both phases. Also, since that time, TDOT's requirements changed and they would no longer allow the water main to be completely within the roadway. Wisner Company redesigned the water mains with portions outside the roadway as well as designed a couple of sewer main relocations because of newly discovered conflicts. The cost estimates changed, therefore TDOT has prepared Supplements to the original contracts.

This project is a Chapter 86 project, which means that TDOT will reimburse the Department up to \$1.75M for water relocation costs and \$1.75M for sewer relocation costs. The current construction estimates, including engineering, are \$1,270,375 and \$155,326 for water and sewer respectively.

Of the water estimate, the Department will be funding \$65,000 for the upgrade of an existing 8" water main crossing Salem Hwy. to 16".

Council Priorities Served

Expand infrastructure

The relocation of the water and sewer mains are a necessity for the widening/expansion of Salem Hwy and at the same time, the City will receive new infrastructure that will last 50+ years at very little expense.

Fiscal Impact

Other impacts from this project, other than Engineering in the amount of \$30,450 and the upgrade of a portion of water main mentioned above estimated at \$65,000, will be the necessity to purchase easements for the water main to be installed outside of TDOT right of way. There are 14-15 easements to acquire. Proposals for appraisals are forthcoming. There are adequate reserves to fund this amount.

Attachments

TDOT Contract Supplements

STP-99(29) / 75013-2240-14



Contract No. 8095

SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT **#1** to Contract No. **8095** made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Murfreesboro, on behalf of the Murfreesboro Water Resources Department, an enterprise fund of the City (Water)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. **8095**, dated the **15th day of May, 2018**, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. **104004.02, SR-99 (New Salem Highway), I-24 to SR-96 (Old Fort Parkway) in Murfreesboro**, located in **Rutherford** County, Tennessee; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original contract;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To change the paragraph,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$546,977.14**, including the amount of **\$30,967.14** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **11/17/2009**; including the amount of **\$0.00** for the cost of inspection provided by the Utility; including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for deposit for the utility work in the State contract, and of which **0** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **100** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

To the following,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$1,270,375.38**, including the amount of **\$30,967.13** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **11/17/2009**; including the amount of **\$0.00** for the cost of inspection provided by the Utility; including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for deposit for the utility work in the State contract, and of which **0** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **100** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way,

reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY

**City of Murfreesboro, on behalf of the
Murfreesboro Water Resources
Department, an enterprise fund of the
City (Water)**

BY: _____

TITLE: _____

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
Clay Bright
Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____
John H. Reinbold
General Counsel



Buy America

Rev. 12-23-2013

The Tennessee Department of Transportation (TDOT) in compliance with Federal Highway Administration (FHWA) directive **Effective February 29, 2016**

All utility and railroad relocation construction must comply with
23 U.S.C. 313 and 23 CFR 635.410 **Buy America requirements**

All Utility / Railroad invoices submitted to TDOT for Payment
MUST ATTACH THIS CERTIFICATION.

Utility / Railroad Name

Street Address

City

State

Zip

Certification: All products used in the relocation construction and identified in the attached invoice that are manufactured of steel or iron for permanent installation meet or exceed the requirements set forth in 23 USC 313 and 23 CFR 635.410 Buy America requirements.

Certification documentation is available for review that includes but is not limited to, if available, the Mill Test Report (MTR) for ALL steel products that have the certification statement (or similar) that the steel/iron was "melted and manufactured in the United States." All manufacturing processes and coatings applied thereon have occurred in the United States.

Per the Utility / Railroad Relocation Contract:

The Utility / Railroad agrees to comply with all current, applicable provisions of 23 CFR 645A / 23 CFR 140 and 23 CFR 646.

The Utility acknowledges possession of 23 CFR 645A / The Railroad acknowledges possession of 23 CFR 140 and 23 CFR 646.

The Utility / Railroad is subject to audit for a period of three (3) full years after final payment has been received.

The Utility / Railroad shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility / Railroad agrees that remedies for non-compliance are set out in the applicable regulations and the Contract.

I have reviewed the material provided herein and attached and hereby certify ALL material on the attached invoice is in compliance with Buy America requirements.

Signature of representative Authorized for financial obligations

Title

Date

Code of Federal Regulations

Title 23 United States Code, Section 313

§ 313. Buy America

- (a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.
- (b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--
- (1) that their application would be inconsistent with the public interest;
 - (2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- [(4) Redesignated (3)]
- (c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- (d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.
- (e) Intentional violations.--If it has been determined by a court or Federal agency that any person intentionally--
- (1) affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product used in projects to which this section applies, sold in or shipped to the United States that was not made in the United States; or
 - (2) represented that any product used in projects to which this section applies, sold in or shipped to the United States that was not produced in the United States, was produced in the United States;
- that person shall be ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991 pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations.
- (f) Limitation on applicability of waivers to products produced in certain foreign countries.--If the Secretary, in consultation with the United States Trade Representative, determines that--
- (1) a foreign country is a party to an agreement with the United States and pursuant to that agreement the head of an agency of the United States has waived the requirements of this section, and
 - (2) the foreign country has violated the terms of the agreement by discriminating against products covered by this section that are produced in the United States and are covered by the agreement,
- the provisions of subsection (b) shall not apply to products produced in that foreign country.

[(g) Redesignated (f)]

Updated: 04/07/2011

The following link is the current FHWA site for Buy America compliance and shall be reviewed:

<http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

Code of Federal Regulations

Title 23 – Highways

Volume: 1

Date: 2001-04-01

Original Date: 2001-04-01

Title: Section 635.410 - Buy America requirements.

Context: Title 23 - Highways.

CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION.

SUBCHAPTER F - TRANSPORTATION INFRASTRUCTURE MANAGEMENT.

PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if:

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting § 635.410, see 60 FR 15478, Mar. 24, 1995.

Updated: 04/26/2012



EXHIBIT A

Revised Water PIN 104004.02

Project No: 75013-3251-14
County: Rutherford
Date: December 7, 2020

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact: Valerie Smith
E-mail: vsmith@murfreesborotn.gov **Phone:** 615-890-0862
Secondary Contact: Darren Gore, P.E.
E-mail: dgore@murfreesborotn.gov **Phone:** 615-890-0862
Utility Name: Murfreesboro Water Resources Department
Address: 300 Northwest Broad Street
City, State: Murfreesboro **Zip:** 37130

Percent On Private: 0% Private ROW - #Poles / Length of facility: 0
Percent On Public: 100% Public ROW - #Poles / Length of facility: 4530
Total Percentage: 100% Total #Poles / Length of facility: 4530

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? ☒ Y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED) ☐

CHAPTER 86

REIMBURSEMENT MOVE PRIOR ☐
REQUESTED MOVE IN State Contract ☒ X
(Please check ONE) Other ☐

NON-CHAPTER 86

% Private / Public Relocation ☐
% Private / Public MOVE IN State Contract ☐
Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description	Amount
Pre-Construction	\$ 24,811.62
Construction	\$ 6,155.51
Construction Inspection Private	\$ -
Construction Inspection Public	\$ -
Reimbursable Expenses	\$ -
ENGINEERING COST:	\$ 30,967.14

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ 1,239,408.25
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -
ESTIMATED CONSTRUCTION COST:	\$ 1,239,408.25

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -
ESTIMATED UTILITY BETTERMENT COST:	\$ -
ESTIMATED REPLACEMENT EASEMENT COST:	\$ -

If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST: **\$ 1,270,375.39**

TDOT USE ONLY

RG Approval and Date: 12/13/2020
Consult Appr. Date: / /
Amount Approved: \$ -
HQ Approval and Date: 12/15/20
CH86 Y/N: N **PIN#:** 104004.02
LET: 3/26/2021 **Contract #:** 8095 Sup1
Easement Contract #

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT: \$ 30,967.14
CHAPTER 86 MOVE PRIOR: \$ -
NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -
NON-CHAPTER 86 % PUBLIC/PRIVATE: \$ -

Does Estimate Exceed \$1.75M Cap? - N
Does Estimate Require 75% Cap? - N

UTILITY DEPOSIT (IF APPLICABLE)

RELOCATION EXCEEDS \$1.75M CAP: \$0.00
AMOUNT OVER 75% REIMBURSEMENT: \$0.00
ESTIMATED UTILITY BETTERMENT COST: \$0.00
NON-CHAPTER 86 MOVE-IN CONS'T COST: \$0.00
TOTAL UTILITY DEPOSIT: \$0.00

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

Chapter 86 Certification

In accordance with Tennessee Department of Transportation policy number 340-07, the following information is provided with regards to required compliance documentation for utility relocation reimbursement in accordance with TCA 54-5-804 and TCA 54-5-854.

PROJECT #/S: 75013-3251-14 COUNTY/S: Rutherford
 FEDERAL: STP/HIP-M-99(64) PIN: 104004.02

1. The utility is seeking reimbursement under provisions of TCA 54-5-804 as amended by Public Acts 2003, Chapter number 86.
2. To the best of my knowledge the utility is in compliance with TCA § 54-5-804(a)(1) and this policy in that the utility has returned its relocation plan, schedule, and cost estimate to the Department within 120 days after receipt of the Department's project plans, or within such additional time as may be allowed in accordance with TCA § 54-5-854(b).
3. To the best of my knowledge the utility is in compliance with TCA 54-5-804(b) in that the utility has a valid permit to locate its utility facility on the public highway right-of-way.

4. The utility is eligible for reimbursement in accordance with the Limitation provisions of the TDOT Policy 340-07 in that it is:

Municipally Owned ☒ Utility District ☐ Utility Cooperative ☐

5. The utility is considered to be a specific utility category listed in accordance with the Limitation provisions of the TDOT Policy 340-07:

- ☐ Water
☒ Waste Water
☐ Gas ☐ Distribution ☐ Transmission
☐ Electric ☐ Distribution ☐ Transmission
☐ Communication ☐ CATV ☐ Phone ☐ Fiberoptic ☐ Broadband
☐ Street Lighting
☐ Other

Signature indicates this individual has the legal authority to sign contracts and agreements to obligate the utility.

Signature: *Valerie H. Smith*
 Print Name: Valerie Smith
 Title: Assistant Director of Engineering
 Utility Name: Murfreesboro Water Resources Department
 Utility Address: 300 Northwest Broad Street
 City, State, Zip: Murfreesboro, TN 37130
 Phone Number: 615-890-0862
 Fax Number: 615-896-4259
 Email Address: vsmith@murfreesborotn.gov

Date: 12/7/20

Declaration of Scheduled Calendar Days

Project Number: 75013-3251-14
Date: December 7, 2020
Description: New Salem Highway SR-99 (From I-24 to SR-96)
County: Rutherford
Utility Name: Murfreesboro Water Resources Department
Address: 300 Northwest Broad Street
City, State: Murfreesboro
Zip Code: 37130
Phone Number: 615-890-0862
Fax Number: 615-896-4259

Type of Facilities: ☒ Water ☐ Sewer ☐ Gas ☐ Telephone ☐ Electric
☐ CATV ☐ Fiberoptic ☐ Other

Required Period services cannot be interrupted: _____

All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)		
Mobilize Work Force (including Bidding process if Required)	60	
Complete Relocation	300	
Total Days To Complete	360	

Special Conditions:

Galerie H. Smith 12/7/20
 Signature of submitting Date
 Utility Representative

I. Z. Egle
 Signature of submitting
 State Representative

12/13/2020
 Date

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

STP-99(29) / 75013-2240-14



Contract No. 8096

SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT **#1** to Contract No. **8096** made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Murfreesboro on behalf of the Murfreesboro Water Resources Department, an enterprise fund of the City of Murfreesboro (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. **8096**, dated the **11th day of December, 2017**, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. **104004.01, SR-99 (New Salem Highway); Cason Lane to I-24 in Murfreesboro**, located in **Rutherford** County, Tennessee.; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original contract;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To add the paragraph,

WHEREAS, TDOT plans to construct PIN Number **104004.02, SR-99 (New Salem Highway), I-24 to SR-96 (Old Fort Parkway) in Murfreesboro**, located in **Rutherford County**, Tennessee (hereinafter called the "Project"), and for said Project to be constructed it will be necessary for the Utility to relocate certain of its facilities, **82** percent of which are located on public highway right-of-way and **18** percent of which are located on private utility right-of-way; and

To add the following,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications, **PIN 104004.02**, showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$155,326.35**, including the amount of **\$8,593.52** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **11/17/2009**; including the amount of **\$0.00** for the cost of inspection provided by the Utility; including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for deposit for the utility work in the State contract, and of which **18** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **82** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY

**City of Murfreesboro on behalf of the
Murfreesboro Water Resources
Department, an enterprise fund of the
City of Murfreesboro (Sewer)**

BY: _____

TITLE: _____

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
Clay Bright
Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____
John H. Reinbold
General Counsel



Buy America

Rev. 12-23-2013

The Tennessee Department of Transportation (TDOT) in compliance with Federal Highway Administration (FHWA) directive **Effective February 29, 2016**

All utility and railroad relocation construction must comply with
23 U.S.C. 313 and 23 CFR 635.410 **Buy America requirements**

All Utility / Railroad invoices submitted to TDOT for Payment
MUST ATTACH THIS CERTIFICATION.

Utility / Railroad Name

Street Address

City

State

Zip

Certification: All products used in the relocation construction and identified in the attached invoice that are manufactured of steel or iron for permanent installation meet or exceed the requirements set forth in 23 USC 313 and 23 CFR 635.410 Buy America requirements.

Certification documentation is available for review that includes but is not limited to, if available, the Mill Test Report (MTR) for ALL steel products that have the certification statement (or similar) that the steel/iron was "melted and manufactured in the United States." All manufacturing processes and coatings applied thereon have occurred in the United States.

Per the Utility / Railroad Relocation Contract:

The Utility / Railroad agrees to comply with all current, applicable provisions of 23 CFR 645A / 23 CFR 140 and 23 CFR 646.

The Utility acknowledges possession of 23 CFR 645A / The Railroad acknowledges possession of 23 CFR 140 and 23 CFR 646.

The Utility / Railroad is subject to audit for a period of three (3) full years after final payment has been received.

The Utility / Railroad shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility / Railroad agrees that remedies for non-compliance are set out in the applicable regulations and the Contract.

I have reviewed the material provided herein and attached and hereby certify ALL material on the attached invoice is in compliance with Buy America requirements.

Signature of representative Authorized for financial obligations

Title

Date

Code of Federal Regulations

Title 23 United States Code, Section 313

§ 313. Buy America

- (a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.
- (b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--
- (1) that their application would be inconsistent with the public interest;
 - (2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- [(4) Redesignated (3)]
- (c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- (d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.
- (e) Intentional violations.--If it has been determined by a court or Federal agency that any person intentionally--
- (1) affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product used in projects to which this section applies, sold in or shipped to the United States that was not made in the United States; or
 - (2) represented that any product used in projects to which this section applies, sold in or shipped to the United States that was not produced in the United States, was produced in the United States;
- that person shall be ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991 pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations.
- (f) Limitation on applicability of waivers to products produced in certain foreign countries.--If the Secretary, in consultation with the United States Trade Representative, determines that--
- (1) a foreign country is a party to an agreement with the United States and pursuant to that agreement the head of an agency of the United States has waived the requirements of this section, and
 - (2) the foreign country has violated the terms of the agreement by discriminating against products covered by this section that are produced in the United States and are covered by the agreement,
- the provisions of subsection (b) shall not apply to products produced in that foreign country.

[(g) Redesignated (f)]

Updated: 04/07/2011

The following link is the current FHWA site for Buy America compliance and shall be reviewed:

<http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

Code of Federal Regulations

Title 23 – Highways

Volume: 1

Date: 2001-04-01

Original Date: 2001-04-01

Title: Section 635.410 - Buy America requirements.

Context: Title 23 - Highways.

CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION.

SUBCHAPTER F - TRANSPORTATION INFRASTRUCTURE MANAGEMENT.

PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if:

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting § 635.410, see 60 FR 15478, Mar. 24, 1995.

Updated: 04/26/2012



Revised Sewer PIN 104004.02

Project No: 75013-3251-14
County: Rutherford
Date: December 7, 2020

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact: Valerie Smith
E-mail: vsmith@murfreesborotn.gov **Phone:** 615-890-0862
Secondary Contact: Darren Gore, P.E.
E-mail: dgore@murfreesborotn.gov **Phone:** 615-890-0862
Utility Name: Murfreesboro Water Resources Department
Address: 300 Northwest Broad Street
City, State: Murfreesboro **Zip:** 37130

Percent On Private: 18% Private ROW - #Poles / Length of facility: 180
Percent On Public: 82% Public ROW - #Poles / Length of facility: 820
Total Percentage: 100% Total #Poles / Length of facility: 1000

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? ☒ Y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED) ☐

CHAPTER 86

REIMBURSEMENT MOVE PRIOR ☐
REQUESTED MOVE IN State Contract ☒ X
(Please check ONE) Other ☐

NON-CHAPTER 86

% Private / Public Relocation ☐
% Private / Public MOVE IN State Contract ☐
Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description	Amount
Pre-Construction	\$ 5,718.49
Construction	\$ 2,875.03
Construction Inspection Private	\$ -
Construction Inspection Public	\$ -
Reimbursable Expenses	\$ -
ENGINEERING COST:	\$ 8,593.52

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ 146,732.83
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -
ESTIMATED CONSTRUCTION COST:	\$ 146,732.83

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -

ESTIMATED UTILITY BETTERMENT COST: \$ -

ESTIMATED REPLACEMENT EASEMENT COST: \$ -

If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST: \$ 155,326.35

TDOT USE ONLY

RG Approval and Date: I.A.Z. Egle 12/13/2020
Consult Appr. Date: / /
Amount Approved: \$ -
HQ Approval and Date: 12/15/20 *mc*
CH86 ☒ Y ☐ N **PIN#:** 104004.02
LET: 3/26/2021 **Contract #:** 8096 Sup1
Easement Contract #

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT: \$ 8,593.52

CHAPTER 86 MOVE PRIOR: \$ -

NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -

NON-CHAPTER 86 % PUBLIC/PRIVATE: \$ -

Does Estimate Exceed \$1.75M Cap? - N

Does Estimate Require 75% Cap? - N

UTILITY DEPOSIT (IF APPLICABLE)

RELOCATION EXCEEDS \$1.75M CAP: \$0.00

AMOUNT OVER 75% REIMBURSEMENT: \$0.00

ESTIMATED UTILITY BETTERMENT COST: \$0.00

NON-CHAPTER 86 MOVE-IN CONS'T COST: \$0.00

TOTAL UTILITY DEPOSIT: \$0.00

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

Chapter 86 Certification

In accordance with Tennessee Department of Transportation policy number 340-07, the following information is provided with regards to required compliance documentation for utility relocation reimbursement in accordance with TCA 54-5-804 and TCA 54-5-854.

PROJECT #/S: 75013-3251-14 COUNTY/S: Rutherford

FEDERAL: STP/HIP-M-99(64) PIN: 104004.02

- The utility is seeking reimbursement under provisions of TCA 54-5-804 as amended by Public Acts 2003, Chapter number 86.
- To the best of my knowledge the utility is in compliance with TCA § 54-5-804(a)(1) and this policy in that the utility has returned its relocation plan, schedule, and cost estimate to the Department within 120 days after receipt of the Department's project plans, or within such additional time as may be allowed in accordance with TCA § 54-5-854(b).
- To the best of my knowledge the utility is in compliance with TCA 54-5-804(b) in that the utility has a valid permit to locate its utility facility on the public highway right-of-way.
- The utility is eligible for reimbursement in accordance with the Limitation provisions of the TDOT Policy 340-07 in that it is:
Municipally Owned ☒ Utility District ☐ Utility Cooperative ☐
- The utility is considered to be a specific utility category listed in accordance with the Limitation provisions of the TDOT Policy 340-07:
☐ Water
☒ Waste Water
☐ Gas ☐ Distribution ☐ Transmission
☐ Electric ☐ Distribution ☐ Transmission
☐ Communication ☐ CATV ☐ Phone ☐ Fiberoptic ☐ Broadband
☐ Street Lighting
☐ Other

Signature indicates this individual has the legal authority to sign contracts and agreements to obligate the utility.

Signature: *Valerie H. Smith*
Print Name: Valerie Smith
Title: Assistant Director of Engineering
Utility Name: Murfreesboro Water Resources Department
Utility Address: 300 Northwest Broad Street
City, State, Zip: Murfreesboro, TN 37130
Phone Number: 615-890-0862
Fax Number: 615-896-4259
Email Address: vsmith@murfreesborotn.gov

Date: 12/7/20



Certification Contract Obligation

Date: 10/29/2020

TDOT Region 3 Construction Office
(Region)

Attn: _____, Project Engineer

Address: _____

(information is provided on the Utility Begin Work Authorization letter)

PROJECT #/S: _____

COUNTY/S: Rutherford

FEDERAL: 75013-3251-14

PIN: 104004.02

DESCRIPTION: New Salem Highway SR-99 (From I-24 to SR-96)

UTILITY CONTRACT #: _____

The Utility completed their utility relocation on _____ (date of completion) in accordance with the approved relocation plans for the above referenced project number prior to the date specified and in accordance with the executed contract referenced.

NOTE EXCEPTIONS:

Maintaining services to business and/or residences is attached.

Signature indicates this individual has the legal authority to sign contracts and agreements to obligate the utility.

Signed: Valerie H. Smith

Date: 12/7/20

Print Name: Valerie Smith

Title: Assistant Director of Engineering

Utility Name: Murfreesboro Water Resources Department

Address: 300 Northwest Broad Street

City, State, Zip: Murfreesboro, TN 37130

Phone No: 615-890-0862

Fax No: 615-896-4259

Email: vsmith@murfreesborotn.gov

☐ Water

☐ Telephone

☒ Sewer

☐ CATV

☐ Power

☐ Other:

☐ Gas

TDOT USE ONLY:

☐ This Certification Letter is accepted.

☐ This Certification Letter is accepted pending Final Verification by project staking.

☐ This Certification is not accepted. Reason: _____

Signed: _____

Date: _____

TDOT Construction office representative

CC: TDOT Construction Project File
TDOT Regional Utility Office

COUNCIL COMMUNICATION

Meeting Date: 01/21/2021

Item Title: Airport Commission

Department: Administration

Presented by: Mayor

Requested Council Action:

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

Summary

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 reappointment 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 21, 2021

Members of City Council

RE: Recommended Reappointment – Airport Commission

As an item for the Council Agenda, I am recommending the following reappointment to the Airport Commission.

Reappointment

Mr. Steve Waldron (term expires February 28, 2024)

Sincerely,

Shane McFarland
Mayor