

**MURFREESBORO CITY COUNCIL**  
**Regular Session Agenda**  
**Council Chambers – City Hall – 6:00 PM**  
**February 4, 2021**

**PRAYER**

Mr. Rick LaLance

**PLEDGE OF ALLEGIANCE**

**Consent Agenda**

1. New Aviation Fuel Farm Design Contract (Airport)
2. Affordable Housing Program Legacy Pointe (Community Development)
3. Cintas Contract Amendment (Facilities)
4. Addition of Database Administrator (Finance)
5. City Manager Approved Budget Amendments (Finance)
6. Purchase of Turnout Gear (Fire Rescue)
7. Mandatory Referral for Abandonment of Sanitary Sewer Easement along Middle Tennessee Boulevard (Planning)
8. Purchase of Ammunition (Police)
9. Central Square and Utility Associates Contract Extensions (Police)
10. REC Project Rollins Contract Renewal (Solid Waste)
11. Asphalt Purchases Report (Water Resources)
12. Approval of Connection Fee for Liberty Station's Water and Sewer (Water Resources)
13. Purchase of 2021 Ford F-350 Super Cab 4x4 for O&M (Water Resources)
14. Water/Wastewater Mechanical/Electrical Services Contract Task Order No. 20-09 (Water Resources)

**Minutes**

15. Approval of City Council Minutes November 7, 2019 – January 30, 2020 (City Recorder)

**Old Business**

Land Use matters

Ordinance

16. Ordinance 20-O-46: Board of Zoning Appeals (BZA) Member Compensation (2nd and final reading) (Planning)

## **New Business**

### Land Use matters

17. Sewer Allocation Variance- New Salem Highway – Waffle House (Planning)
18. Sewer Allocation Variance- Franklin Road – Andy’s Frozen Custard (Planning)

### Resolution

19. Resolution 21-R-06: FY 2021 Budget Amendment (Schools)

### Ordinance

20. Ordinance 21-O-02: FY 2021 Budget Amendment (Administration)

### On Motion

21. Presentation of Annual Audit Report (Finance)
22. Request to Advertise Request for Competitive Sealed Proposals (RFCSP) for Insurance Brokerage and Consulting Services (Legal)
23. Distribution Monitoring Panel Replacements (Water Resources)
24. Walter Hill Park Erosion Repairs Engineering Task Order (Water Resources)
25. TDOT Salem Hwy Phase 2 Proposal for Appraisals (Water Resources)

## **Licensing**

## **Board & Commission Appointments**

## **Payment of Statements**

## **Other Business**

## **Adjournment**

# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** New Aviation Fuel Farm Design Contract

**Department:** Airport

**Presented by:** Chad Gehrke, Airport Director

**Requested Council Action:**

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

---

**Summary**

Contract with Griggs & Maloney, Inc. to design a new aviation fuel farm at the Airport.

**Staff Recommendation**

Approve a professional services contract to design a new aviation fuel farm at the Murfreesboro Municipal Airport and prepare the necessary specifications and documents for bidding purposes in the amount of \$36,500.

**Background Information**

To meet the increasing demand for aviation fuel and comply with new aviation fueling equipment requirements a new aviation fuel farm is being proposed. The new fuel farm will be relocated to an area off the main ramp at Taxiway C. The City has requested that Griggs & Maloney, Inc. design a fuel farm with a 20,000-gallon Avgas tank and a 12,000-gallon Jet A tank. The existing fuel farm will be removed and green space will be created to continue to enhance the appearance of the new Terminal area.

**Council Priorities Served**

*Expand infrastructure*

The design of the new fuel farm will allow the City to improve its ability to meet the demand for aviation fuels at the Murfreesboro Municipal Airport.

*Maintain public safety*

The new fuel farm will be designed to meet all current environmental and industry standards enhancing the Airport's ability to safely store and dispense aviation grade fuels.

**Fiscal Impact**

The contract with Griggs & Maloney, Inc. for design work and preparation of bid documents is for \$36,500 will be paid for through the Airport Fund.

**Attachments**

Griggs & Maloney, Inc. aviation fuel farm engineering and bidding phase contract

# COUNCIL COMMUNICATION

**Meeting Date: 02/04/2021**

---

**Item Title:** Affordable Housing Program – Legacy Pointe Development

**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**

Down payment assistance from federal Community Development Block Grant (CDBG) funds for the City's Affordable Housing Assistance Program.

**Staff Recommendation**

Approve the expenditure from CDBG funds for down payment assistance.

**Background Information**

The purchasers of three new homes constructed in Legacy Pointe developed by Habitat for Humanity have applied for down payment assistance under the City's Affordable Housing Assistance Program. All applicants meet the qualifications for assistance. The program will provide \$10,000 each towards down payment from existing Community Development Block Grant (CDBG) funds.

**Council Priorities Served**

*Maintain public safety*

This activity assists income eligible households to purchase homes that are safe, sanitary, and affordable.

**Fiscal Impact**

This \$30,000 expenditure is fully funded from existing CDBG funds allocated to the City's Affordable Housing Assistance Program.

**Attachments**

None



# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** Amendment to agreement with Cintas Corporation

**Department:** General Government Buildings

**Presented by:** Bo Jones

**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**

Amendment to the agreement with Cintas to add additional items for uniform leasing.

**Staff Recommendation**

Approve the agreement with Cintas.

**Background Information**

General Government Buildings was renting shorts under the pants item code and Finance discovered the mistake. Therefore, an amendment was necessary to add that line item for accounting purposes.

**Council Priorities Served**

*Responsible budgeting*

Strong agreement with vendors ensures the city the most economical value on a variety of uniform choices and janitorial options.

**Fiscal Impact**

None

**Attachments**

Cintas Contract



## FACILITIES SOLUTIONS AGREEMENT

Location No. 0051

Contract No. 210321258

Customer No. 10146731

Main Corporate Code → **New CC 13218**

Date 3/11/2020

Customer/Participating Agency City Of Murfreesboro

Phone 615-405-0914

Address 620 W Main St City Murfreesboro State TN Zip 37129

## UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
275	Performance Polo / Size Premium Cost	.13 / .28
270	Cargo Pant / Size Premium Cost	.14 / .29
970	Hip Length Jacket / Size Premium Cost	.19 / .34
935	Comfort Shirt / Size Premium Cost	.12 / .27
945	Comfort Pant / Size Premium Cost	.14 / .29
912	Insulated Coveralls / Size Premium Cost	.25 / .40
370	Cargo Shorts / Size Premium Cost	.14 / .29
294	Carhartt FR Work Shirt / Size Premium Cost	.43 / .58
371	Carhartt FR Work Pant / Size Premium Cost	.43 / .58
384	Carhartt Work Shirt / Size Premium Cost	.34 / .49

- This agreement is effective as of this date from 3/11/2020 to 3/10/2023, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 0 ea      • Company Emblem \$ 0 ea
- Customer Emblem \$ 0 ea      • Embroidery \$ 0 ea
- COD Terms \$ 0 per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item % of Inventory \$ Ea.
- Automatic Lost Replacement Charge: Item % of Inventory \$ Ea.
- Minimum Charge \$ 40 per delivery.
- Make-Up charge \$ 1.00 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0 per garment.
- Seasonal Sleeve Change \$ 0 per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ 0
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 2.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other Make up \$1 / Emblem Charge FREE

## FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	20004	Sig Autopaper	04	1	6.000
	2272	FC4 Floor Cleaner	04	1	00.72
	2275	GL1 Glass&Surface Cleaner	04	1	1.800
	2276	RR1 Disnct/Restroom Cleaner	04	1	2.750
	2282	FC3 Industrial Floor Cleaner	04	1	2.520
	27026	Sig Air	04	1	3.300
	27056	Sig AutoSoap	04	1	2.150
	27121	Sig AutoDrip	04	1	4.000
	84401	Logo Mat	04	1	6.000

\*Indicated bundled items/services

- \_\_\_\_ ☐ \_\_\_\_\_ Initial and check box if Unilease. All Garments will be cleaned by customer  
Date \_\_\_\_\_
- \_\_\_\_ ☐ \_\_\_\_\_ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control  
Date \_\_\_\_\_ customer.
- \_\_\_\_ ☐ \_\_\_\_\_ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments  
Date \_\_\_\_\_ direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 051 Nashville CUSTOMER:  
Please Sign Name \_\_\_\_\_

By: Will Griffith Please Print Name \_\_\_\_\_

Title: Market Development Rep Please Print Title \_\_\_\_\_

Accepted-GM: \_\_\_\_\_ Email \_\_\_\_\_

## APPROVED AS TO FORM

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

## Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

## Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** Addition of Database Administrator

**Department:** Finance

**Presented by:** Melissa B. 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**

Addition of Database Administrator to support Finance software programs.

**Staff Recommendation**

Add one position to headcount of Finance for Database Administrator.

**Background Information**

The Finance Department proposes adding a Database Administrator which would support Finance, Payroll and Tax software programs. In addition, as the programs are constantly evolving and upgrading, this position would lead the implementations and upgrades of new software versions. This position would also train new users, troubleshoot and be the City's liaison with the individual software providers. While the Assistant Finance Director has been handling these duties, the increasing demands warrant the additional position so that the department can proactively manage both finance duties and software projects more efficiently. HR priced the position as Classified Step 115, a non-exempt position, with a salary range of \$50,869-\$73,751.

**Council Priorities Served**

*Responsible budgeting*

This position would support the programs responsible for tracking the City's largest revenues and expenses. Adding a database administrator would allow the finance department to manage critical implementation requests, upgrades, and software maintenance more efficiently throughout the year.

**Fiscal Impact**

Based on estimates of other savings expected for the FY22 Finance budget, it is anticipated the Finance budget would increase less than \$15K. Due to anticipated savings on personnel vacancies, staff anticipates little to no effect on the FY21 budget.

**Attachments**

Draft Job Description-Database Administrator



Status: Non-Exempt

Class Code:

Non-Safety Sensitive

Revised: 01/26/2021

**General Description:**

The purpose of this position is to perform system administration duties including maintaining and implementing new processes in the Finance systems.

**Essential Functions:**

- Provides technical support for a wide variety of issues for multiple finance software systems.
- Researches, recommends, and implements software process improvements to optimize efficiency.
- Assists with developing, creating, and maintaining training documents and materials for software systems.
- Administers Finance software including creating and deleting user IDs, updating roles and approval routing, reviewing settings, account review and maintenance, and assisting with year-end and month end close processing.
- Assists with developing, creating, and maintaining reporting software and files.
- Monitors software systems for updates and oversees testing for upgrades and serves as project lead on system implementations including assigning and tracking testing.
- Works with other departments to review finance related controls over external software such as credit card processing controls.
- Collaborates with finance staff to identify software needs and solutions.
- Works with the IT department to ensure hardware and software purchases and replacements meet City and IT policies and requirements.
- Performs other work as assigned.

**Physical Demands:**

- Performs sedentary work that involves walking or standing some of the time and involves exerting up to 10 pounds of force on a regular and recurring basis and sustained keyboard operations.

**Minimum Education and Experience Requirements:**

- Requires a Bachelor's Degree in computer science, business administration, or closely related field.
- Must have four (4) years of experience in software development including database programming and a working knowledge of computer technology resources, support, and training.

**Special Certifications and Licenses:**

- None.

The City of Murfreesboro is an Equal Opportunity Employer.

**DRAFT**

# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** FY 2021 City Manager Approved Budget Amendments

**Department:** Finance

**Presented by:** Melissa B. Wright

**Requested Council Action:**

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

---

## Summary

Notification to Council of City Manager approved budget amendments.

## Background Information

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

### Building & Codes

For the purchase of two cubicles, including IT/electrical work, two office chairs, and 4 customer chairs to relocate all Permit Technicians to the same office area. Move \$8,150 from Salary – Full-Time – Regular to Furniture & Fixtures.

### Finance

For the license, product training, and one-year annual maintenance for Spreadsheet Server software, which will enhance reporting capabilities. Move \$10,979 from Salary – Full-Time – Regular to Computer Software Expense, Training & Travel, and Repair & Maintenance - Software.

### Administration

To purchase a laptop and equipment for the Director of Project Development. Move \$2,000 from Salary – Full-Time – Regular to Computer Equipment.

### HR

To replace the scanner that makes the timecard badges, which is beyond repair. Move \$100 from Service Excellence Training to Office Machinery & Equipment.

### Legal

Due to the complexity of the actuarial work for MED and additional services requested by the City, the contract with Cowden Associates must be increased. Move \$10,000 from Unforeseen Contingencies to Legal Department's Legal Services & Expenses.

## Council Priorities Served

*Responsible budgeting*

Inter-Fund budget amendments reallocate resources in an efficient manner.

**Fiscal Impact**

The transfers within the General Funds will have no effect on fund balance.

**Attachments**

Detailed Inter-Fund Budget Requests





... creating a better quality of life

### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10212007  
Object 511100  
Acct Name Salary - Full-Time - Regular  
Amount \$ 8,150.00

Move funds to:

Org 10212009  
Object 594901  
Acct Name Furniture & Fixtures

Explanation: 2 new cubicals, including IT/Electrical work, 2 office chairs, and 4 customer chairs to relocate  
all Permit Technicians to the same office area.

[Signature]  
Department Head Signature

11.20.20  
Date

Amanda DeRosia  
Reviewed by Finance

11/20/2020  
Date

Approved



Declined



[Signature]  
City Manager

12.1.20  
Date

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



... creating a better quality of life

### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10112007  
Object 511100  
Acct Name Salary - Full-Time - Regular  
Amount \$ 7,340.00

Move funds to:

Org 10112009  
Object 594701  
Acct Name Computer Software Expense

Explanation: For license of Spreadsheet Server software which will be used to enhance reporting capabilities.

Move funds from:

Org 10112007  
Object 511100  
Acct Name Salary - Full-Time - Regular  
Amount \$ 1,620.00

Move funds to:

Org 10112008  
Object 528000  
Acct Name Training & Travel

Explanation: For product training using Spreadsheet Server software which will be used to enhance reporting capabilities.

Inter-Fund Budget Amendment Request

Move funds from:

Org 10112007

Object 511100

Acct Name Salary - Full-Time - Regular

Amount \$ 2,019.00

Move funds to:

Org 10112008


Object 526214

Acct Name Repair & Maint - Software

Explanation: For one year of annual maintenance of Spreadsheet Server software which will be used to  
enhance reporting capabilities.

  
 Department Head Signature

12-1-2020  
 Date

  
 Reviewed by Finance

12/01/2020  
 Date

Approved



Declined



  
 City Manager

12-1-20  
 Date

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



### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10111007  
Object 511100  
Acct Name Salary - Full-Time - Regular  
Amount \$ 2,000.00

Move funds to:

Org 10111009  
Object 594702  
Acct Name Computer Equipment

Explanation: To purchase a laptop and equipment for the Director of Project Development.

Department Head Signature

Date

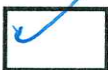
Amanda DeRosia

12/01/2020

Reviewed by Finance

Date

Approved



Declined



[Signature]  
City Manager

12.1.20  
Date

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





... creating a better quality of life

### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10118008  
Object 599906  
Acct Name Service Excellence Training  
Amount \$100

Move funds to:

Org 10118009  
Object 594700  
Acct Name Office Machinery & Equipment

Explanation: This one-time fee is to replace the scanner that makes the timecard badges. It can not be  
repaired and is the only one in the City.

Pam Russell

Department Head Signature

12/8/2020

Date

Amanda DeRosia

Reviewed by Finance

12/08/2020

Date

Approved



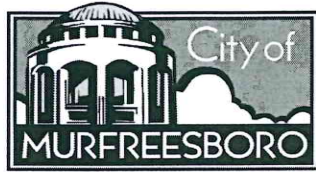
Declined



AD + Bell  
City Manager

12/14/20  
Date

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



... creating a better quality of life

### Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10130008  
Object 599909  
Acct Name Unforeseen Contingencies  
Amount \$10,000

Move funds to:

Org 10114008  
Object 525200  
Acct Name Legal Services & Expenses

Explanation: Due to the complexity of the actuarial work for MED and additional services requested by the  
City, an increase of \$10,000 to the contract with Cowden Associates is necessary for work to be completed.

[Signature]  
Department Head Signature

1-4-21  
Date

Amanda DeRosia  
Reviewed by Finance

01/04/2021  
Date

Approved



Declined



[Signature]  
City Manager

1/5/21  
Date

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

# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

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

**Department:** Fire Rescue

**Presented by:** Mark A. Foulks

**Requested Council Action:**

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

---

**Summary**

Approval to purchase firefighter turnout gear.

**Staff Recommendation**

Approve the cooperative purchase of turnout gear from Allsource Enterprises, LLC, d/b/a Safe Industries.

**Background Information**

MFRD purchases turnout gear for new Fire Trainees and Firefighters and replaces turnout gear throughout the year as needed. These purchases will be made, as in the past, under a cooperative purchasing agreement with Safe Industries effective September 19, 2019. State law and City Code permits purchases without competitive bids through federal General Services Administration contracts.

**Council Priorities Served**

*Excellent Services with a Focus on Customer Service*

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

**Fiscal Impacts**

Funding of \$46,579 for purchase of new turnout gear is included in the Department's FY21 budget.

**Attachments**

1. Safe Industries Quote
2. Agreement with Allsource Enterprises LLC dba Safe Industries



## Safe Industries

Safe Industries  
5031 Highway 153  
Easley SC 29642  
United States  
(864) 845-7175

# Quote

Date	Quote #
12/8/2020	EST282

### Bill To

City of Murfreesboro Fire Rescue Department (TN)  
PO Box 1139  
Murfreesboro TN 37133  
United States

### Ship To

City of Murfreesboro Fire Rescue Department (TN)  
1311 Jones Blvd  
Murfreesboro TN 37129  
United States

Expires		Sales Rep		Terms	Shipping Method	
2/26/2021				Net 30	Drop Ship	
Quantity	Units	Item	Description	Price	Extended	
13	Ea	Globe Jacket	Globe Classix Metro Jacket- Kombat Flex Caldura Elite Nano, Stedair Gold (HGAC PRICING)	1,433.00	18,629.00	
13	Ea	Globe Pants	Globe GPS IH Pant Kombat Flex Gold, Caldura Elite Nano, Stedair Gold (HGAC PRICING)	1,610.00	20,930.00	
18		Equipment	Globe Shadow XF Structrual boot - sizes TBD	390.00	7,020.00	
				Subtotal	46,579.00	
				Shipping Cost (Drop Ship)	0.00	
				Total	\$46,579.00	



EST282



## Agreement for Turnout Gear

This Agreement is entered into and effective as of the 19<sup>th</sup> day of September 2019, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Allsource Enterprises, LLC dba Safe Industries**, a Limited-Liability Company of the State of South Carolina ("Contractor").

This Agreement consists of the following documents:

- This document
- Houston-Galveston Area Council of Governments (H-GAC) Master Agreement No. EE08-19
- Contractor's Proposal - Safe Industries Quote # QLE20881
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Third, Houston-Galveston Area Council of Governments (H-GAC) Master Agreement No. EE08-19
- Lastly, the Contractor's Proposal - Safe Industries Quote # QLE20881

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the turnout gear from the Houston-Galveston Area Council of Governments (H-GAC) Master Agreement No. EE08-19 in accordance with Contractor's Proposal. Furthermore, the City may utilize this Contract to procure additional turnout gear from the Houston-Galveston Area Council of Governments (H-GAC) Master Agreement No. EE08-19 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this contract shall be from September 19<sup>th</sup>, 2019 to the expiration of the Houston-Galveston Area Council of Governments (H-GAC) Master Agreement No. EE08-19, July 31, 2021. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
  - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
  - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.



3. **Price; Compensation; Method of Payment.**
- a. The price for the goods and other items to be provided under this Agreement is set forth in the H-GAC Master Agreement No. EE08-19 and the Contractor's Proposal which reflects a total purchase % off the equipment (see contract). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
  - b. Deliveries of all items shall be made within 75-90 calendar days of Purchase Order at the MFRD - 1311 Jones Blvd. Murfreesboro, TN 37129 - Contact Person: Teri Herron (tel. 615-893-1422; email. [therron@murfreesborotn.gov](mailto:therron@murfreesborotn.gov)) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
  - c. Deliveries of all items shall be made as stated in the quote. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
  - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Houston-Galveston Area Council of Governments (H-GAC) Master Agreement No. EE08-19 and Safe Industries Quote # QLE20881.
  - e. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
7. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents,



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

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
  - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
    - 1. Procure for the City the right to continue using the products or services.
    - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
    - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
  - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

If to the Contractor:



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

Louis Willimon  
Allsource Enterprises, LLC  
5031 HWY 153  
Easley, SC 29642

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
11. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.



Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a).** This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a).** This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
  - c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a).** This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.”
16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
18. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike,

lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
21. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

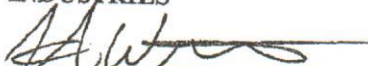
*[signatures appear on the following page]*

IN WITNESS WHEREOF, the parties enter into this agreement as of September 19, 2019 (the "Effective Date").

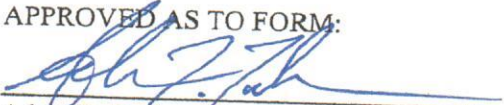
CITY OF MURFREESBORO, TENNESSEE

  
Shane McFarland, Mayor

ALLSOURCE ENTERPRISE dba/ SAFE  
INDUSTRIES

  
Louis Willimon, Owner

APPROVED AS TO FORM:

  
Adam F. Tucker, City Attorney

# COUNCIL COMMUNICATION

**Meeting Date: 02/04/2020**

---

**Item Title:** Mandatory Referral for Abandonment of Sanitary Sewer Easement along Middle Tennessee Boulevard

**Department:** Planning

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

**Requested Council Action:**

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

---

**Summary**

Consider request to allow abandonment of a sanitary sewer easement along the south side of Middle Tennessee Boulevard.

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on January 20, 2021.

The Water Resources Board voted to recommend approval on January 26, 2021.

**Background Information**

In this mandatory referral [2020-720], Council is being asked to consider the abandonment of a sanitary sewer easement on property located along the south of side of Middle Tennessee Boulevard south of the intersections of Haley Road and Park Avenue. This easement abandonment request is from SEC, Inc. on behalf of the property owner/developer, Swanson Development. They are requesting the abandonment of an existing sanitary sewer easement located as shown on the attached exhibit. The developer proposes to dedicate a new easement and install a new sewer main extension just north of the existing sewer main. This will allow the construction of another building in the location of the existing main and easement. A site plan for the proposed development was submitted to the Planning Department for review was approved administratively contingent upon the approval of this easement abandonment by Council.

If this mandatory referral is approved, Staff and the Planning Commission recommend the following conditions:

- 1) The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument.
- 2) The applicant will be responsible for paying any recording fees.

If approved, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner.



## **Council Priorities Served**

### *Establish Strong City Brand*

The abandonment of this easement is consistent with the City's goals to be customer service-oriented, relinquishing its rights to a surplus easement so that property owners can more fully enjoy and utilize their property.

### *Improve Economic Development*

The abandonment of this easement will help to facilitate the development of two new multi-tenant commercial/industrial buildings, which will generate tax revenue for the City.

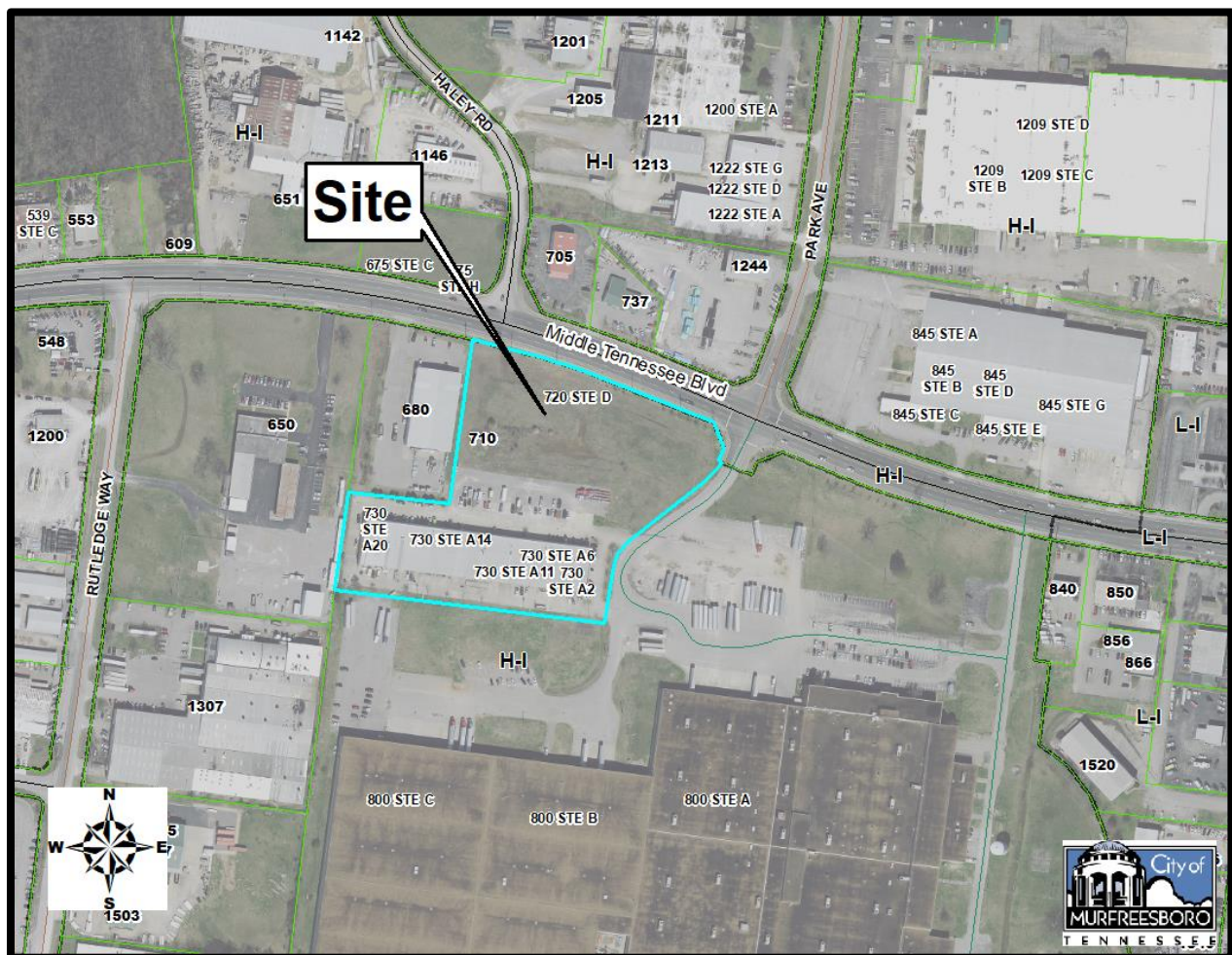
## **Attachments:**

1. Staff comments from January 20, 2021 Planning Commission meeting
2. Memo from MWRD
3. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JANUARY 20, 2021  
PROJECT PLANNER: AMELIA KERR**

**4.f. Mandatory Referral [2020-720] to consider the abandonment of an existing sanitary sewer easement located on property along the south side of Middle Tennessee Boulevard, SEC, Inc. applicant.**

This easement abandonment request is from SEC, Inc. on behalf of Joe Swanson, Jr and is located along the south of side of Middle Tennessee Boulevard south of the intersections of Haley Road and Park Avenue.



They are requesting the abandonment of an existing sanitary sewer easement as shown highlighted on the attached exhibit. This easement was dedicated by plat for the sewer main installed for 680 Middle Tennessee Boulevard. The developer

proposes to install another sewer main extension just north of the existing sewer main and abandon the existing. This will allow the construction of another building in the location of the existing main. A site plan for the development of this site plan has been submitted to the Planning Department for review. A new easement will be dedicated for the relocated sewer main; therefore, the existing easement will no longer be necessary. The Murfreesboro Water Resources Board will meet on January 26, 2021 and MWRD Staff will recommend that the Board recommend to Planning Commission and City Council approval of the abandonment of this existing sewer easement once the new sewer main and easement are in place.

If this mandatory referral is approved, Staff recommends that it be made subject to the following conditions:

- 1) The abandonment of the easement must receive a favorable recommendation from the Murfreesboro Water Resources Board before proceeding to the City Council for final approval.
- 2) The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument.
- 3) The applicant will be responsible for paying any recording fees.

If approved, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner. The Planning Commission will need to formulate a recommendation on this matter to City Council.



*... creating a better quality of life*

# **MEMORANDUM**

DATE: January 8, 2021

TO: Water Resources Board

FROM: Valerie H. Smith

SUBJECT: Sewer Easement Abandonment  
Swanson Development along  
Middle Tennessee Blvd.

---

## **Background**

This easement abandonment request is from SEC, Inc. on behalf of Joe Swanson, Jr. They are requesting the abandonment of an existing sewer easement as shown highlighted on the attached exhibit. This easement was dedicated by plat for the sewer main installed to 680 Middle Tennessee Blvd. Joe Swanson proposes to install another sewer main extension just north of the existing sewer main and abandon the existing. This will allow the construction of another building in the location of this existing main. Easement will be dedicated for the new sewer main therefore, the existing easement will no longer be necessary.

## **Recommendation**

Staff recommends that the Board recommend to City Council approval of abandoning this existing sewer easement once the new main and easement are in place.

## **Fiscal Impact**

Not applicable. The easement was dedicated through the recording of a plat by the developer.

## **Attachment**

Easement Abandonment Request  
Abandonment Exhibit



CURB INLET  
T.O.C.=597.16  
INV.=593.76

CURB INLET  
T.O.C.=598.55  
INV.=595.40  
EX. ELECTRIC  
POLE

R=2877.24'  
A=420.10'  
D=8°21'56"  
BRG=S 71°31'20" E  
CH=419.73'

CURB INLET  
T.O.C.=599.76  
INV.=596.76  
EX. ELECTRIC  
POLE

CURB INLET  
T.O.C.=600.00  
INV.=596.90

EX. FH174  
STATIC: 7  
RESIDUAL:  
FLOW: 118L  
TESTED 12  
BY MFRD

SSMH033K0010  
T.O.C.=600.63  
INV.=592.83 (S)  
INV.=592.93 (W)

EX. FH2874  
STATIC: 74psi  
RESIDUAL: 60psi  
FLOW: 1198  
TESTED 12/29/2020  
BY MFRD

**MIDDLE TENNESSEE BLVD.**  
(MAJOR ARTERIAL)(100' RIGHT OF WAY)

**Sanitary Sewer  
Easement to be  
Abandoned**

MAP 102, PARCEL 45.14  
WAYNE J. HARDY  
R.B. 341, P. III6  
(R.O.R.C., TN.)  
ZONED: "H1"

SSMH033K0020  
T.O.C.=601.74  
INV.IN=594.26  
INV.OUT=594.16  
(TO BE REMOVED)

MAP 102, PARCEL 45.00  
RUTHERFORD CENTER, LLC.  
R.B. 206, P. 1714  
(R.O.R.C., TN.)  
ZONED: "H1"

AREA DRAIN  
T.O.C.=600.43  
INV.=597.73

AREA DRAIN  
T.O.C.=600.17  
INV.=596.78

December 9, 2020

Mrs. Valerie Smith  
Murfreesboro Water Resources Dept.  
NW Broad Street  
Murfreesboro, TN 37133-1139

RE: 730B Middle TN Blvd  
Sewer Easement Abandonment Mandatory Referral  
SEC Project No. 85306

Dear Valerie,

Please find the attached documents to support the mandatory referral request to abandon a portion of sanitary sewer easement at 730B Middle TN Blvd.

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

Sincerely,

Handwritten signature of Matt Taylor in red ink.

Matt Taylor, P.E.  
SEC, Inc.



## City of Murfreesboro Mandatory Referral Application

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

### Mandatory Referral Fees:

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

### Property Information:

Tax Map/Group/Parcel: 102 Parcel 45.13

Address (if applicable): 730B Middle TN Blvd

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Abandoning Sewer Easement

### Applicant Information:

Name of Applicant: Matt Taylor

Company Name (if applicable): SEC, Inc

Street Address or PO Box: 850 Middle TN Blvd

City: Murfreesboro

State: TN

Zip Code: 37129

Email Address: mtaylor@sec-civil.com

Phone Number: 615-890-7901

### Required Attachments:

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

12/10/2020

Applicant Signature

Date

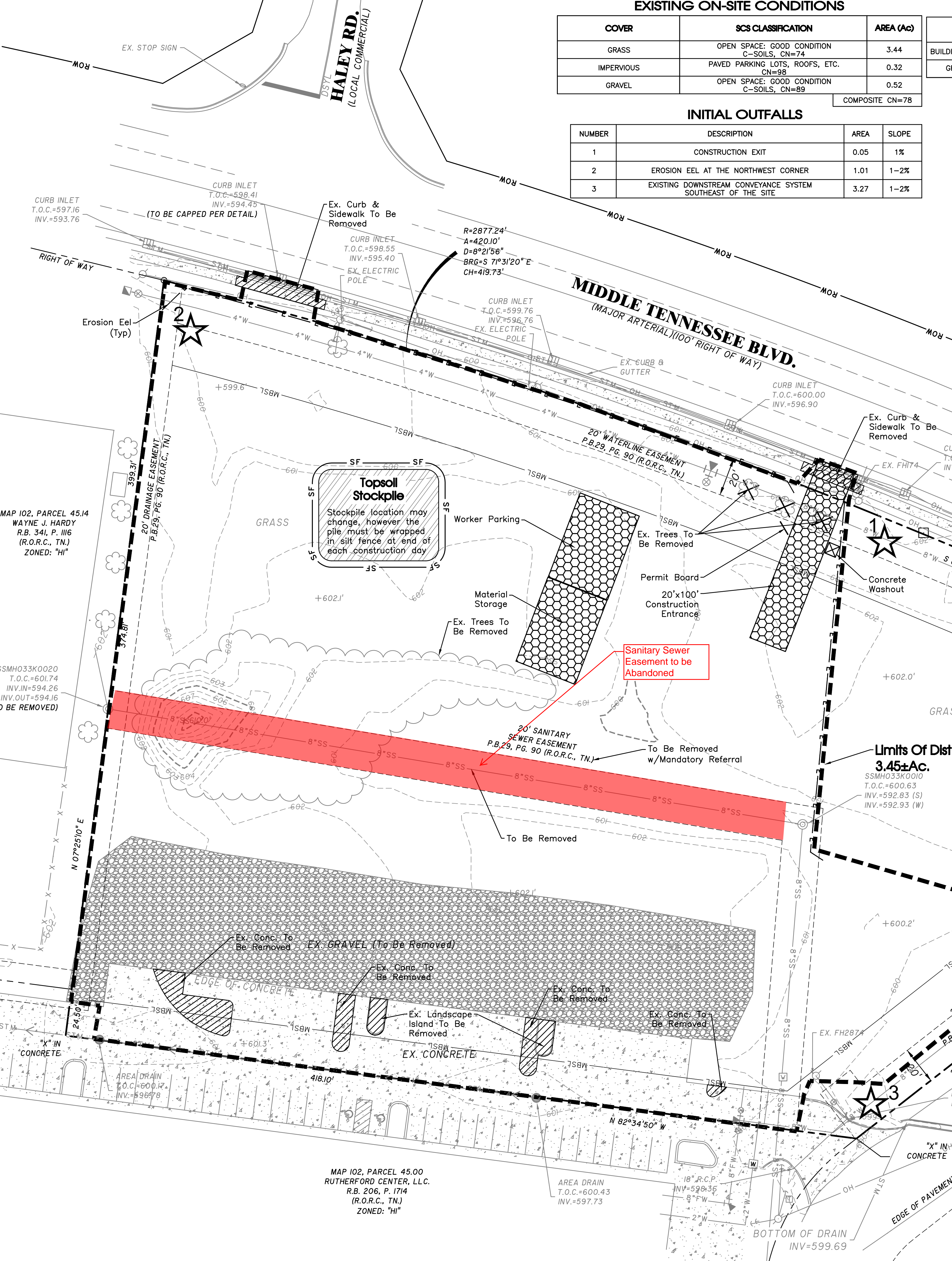


# EXISTING ON-SITE CONDITIONS

COVER	SCS CLASSIFICATION	AREA (Ac)
GRASS	OPEN SPACE: GOOD CONDITION C-SOILS, CN=74	3.44
IMPERVIOUS	PAVED PARKING LOTS, ROOFS, ETC. CN=98	0.32
GRAVEL	OPEN SPACE: GOOD CONDITION C-SOILS, CN=89	0.52
		COMPOSITE CN=78

## INITIAL OUTFALLS

NUMBER	DESCRIPTION	AREA	SLOPE
1	CONSTRUCTION EXIT	0.05	1%
2	EROSION EEL AT THE NORTHWEST CORNER	1.01	1-2%
3	EXISTING DOWNSTREAM CONVEYANCE SYSTEM SOUTHEAST OF THE SITE	3.27	1-2%





# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** Purchase of Ammunition

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

---

**Summary**

Request approval to purchase ammunition for MPD from Tennessee State Contract.

**Staff Recommendation**

Approve the use of Tennessee State Contract #SW331 to make this purchase.

**Background Information**

Due to a decrease in the availability of ammunition at a national level, we are unable to obtain the specified ammunition in the current contract with Precision Delta Corp. The use of the Tennessee State contract will allow us to purchase an acceptable alternative for training ammunition.

**Council Priorities Served**

*Maintain public safety*

The approval of this purchase will be necessary to allow MPD to maintain current firearms training requirements.

**Fiscal Impact**

The total purchase cost is \$26,424 and will be funded from the FY21 Budget.

**Attachments**

1. Contract with Precision Delta Corporation
2. State Contract #55314 for Ammunition
3. Precision Delta Corporation Quote #8709

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
PRECISION DELTA CORPORATION  
FOR PURCHASE OF AMMUNITION**

This Contract is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **PRECISION DELTA CORPORATION**, a corporation of the State of Mississippi ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract No. 55314 with Precision Delta Corporation*
- *Price Quote Sheet No. 8709 dated January 21, 2021 from Precision Delta Corporation, Inc. for 280 cases (500 rounds/case) of 9mm 124 gr. FMJ Winchester ammunition, Item #USA9MM*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's State of Tennessee Contract No. 55314 with Precision Delta Corporation*
- *Finally, Price Quote Sheet No. 8709 dated January 21, 2021 from Precision Delta Corporation, for 280 cases (500 rounds/case) 9mm 124 gr. FMJ Winchester ammunition, Item #USA9MM*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: 280 cases (500 rounds/case) of 9mm 124 gr. FMJ Winchester ammunition, Item #USA9MM as set forth in the State of Tennessee Contract No. 55314 and Contractor's Price Quote Sheet No. 8709 dated January 21, 2021. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract No. 55314 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this Contract shall be from \_\_\_\_\_, 2021 (the "Effective Date") to the expiration of the State of Tennessee Contract No. 55314 on July 13, 2021 or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

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

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

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote Sheet No. 8709 from Precision Delta Corporation dated January 21, 2021, reflecting a **Total Purchase Price of \$26,424.40**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries of all items for the Murfreesboro Police Department shall be made within 90 days of issuance of Purchase Order to Attn: Don Fanning – Murfreesboro Police Department – 1001 N. Highland Ave., Murfreesboro, TN 37130. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

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

**5. Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
  - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
    - 1. Procure for the City the right to continue using the products or services.
    - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
    - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
  - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

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

If to the Contractor:

Precision Delta Corporation  
Attn: Patricia Lott  
205 W. Floyce St.  
Ruleville, MS 38771

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the

City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

*[signatures appear on the following page]*

**IN WITNESS WHEREOF**, the parties enter into this agreement as of \_\_\_\_\_, 2021  
(the “Effective Date”).

**CITY OF MURFREESBORO**

**PRECISION DELTA CORPORATION**

By: \_\_\_\_\_  
Shane McFarland, Mayor

By: \_\_\_\_\_  
Patricia Lott, Vice President

APPROVED AS TO FORM:

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



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

**Statewide Contract Issued to:**

Precision Delta Corporation  
PO Box 128

Ruleville, MS 38771

Vendor ID: 0000001333

**Contract Number: 0000000000000000000055314**

Title: SWC 331 Ammunition

Start Date : July 14, 2017 End Date: July 13, 2021

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

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

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

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



liable for the transactions between the Contractor and Authorized Users.

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

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Joshua Polk  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone: 615-360-4460  
Email: Joshua.Polk@tn.gov  
Fax: 615-741-0684

Line Information

**Line 1**

Item ID: 1000120207

*Ammunition, cartridges, .38 caliber police special wadcutter. 148 grain. Cartridge case free of dents, cracks, ruptures, etc. pricing per 1,000 rounds.*

Unit of Measure: TH

Vendor Item/Part #: X38SMRP

Manufacturer Item #: X38SMRP

Unit Price: \$ 348.24

**Line 2**

Item ID: 1000120208

*Ammunition, cartridges, .40 caliber 180 grain jacketed hollow point. Factory new ammunition with brass or nickel-plated brass cartridge case. 25 or 50 rounds per box. Minimum of 200 and maximum of 1000 rounds per case. pricing per 1000 rounds*

Unit of Measure: TH

Vendor Item/Part #: RA40B

Manufacturer Item #: RA40B

Unit Price: \$ 340.00

**Line 3**

Item ID: 1000120139

*Ammunition, cartridges, 9mm Luger automatic pistol, full metal jacketed. 124 grain with brass cartridge case. 50 each/box, minimum 200, maximum 1000 rounds per case. pricing per 1,000 rounds.*

Unit of Measure: TH

Vendor Item/Part #: USA9MM

Manufacturer Item #: USA9MM

Unit Price: \$ 184.46      500 rounds/cs \$92.23

**Line 4**

Item ID: 1000120213

*Ammunition, .45 ACP, 230 grains, style shall be full metal jacketed with brass cartridge case. 50 rounds per box. 200 min. 1000 max. rounds per case. priced per 1,000 rounds.*

Unit of Measure: TH

Vendor Item/Part #: Q4170

Manufacturer Item #: Q4170

Unit Price: \$ 245.80

**Line 5**

Item ID: 1000120218

*Ammunition, .40 caliber S&W, 165 grain, full metal jacket. 50 per box, 500 per case. pricing per 1,000 rounds.*

Unit of Measure: TH

Vendor Item/Part #: USA40SW

Manufacturer Item #: USA40SW

Unit Price: \$ 210.84

**Line 6**

Item ID: 1000120276

*Ammunition, .40 S&W, 165 grain, hollow point, brass jacket. 50 per box. Min. 200 max. 1000 rounds per case. pricing per 1,000 rounds.*

Unit of Measure: TH

Vendor Item/Part #: RA40TA

Manufacturer Item #: RA40TA

Unit Price: \$ 281.80

**Line 7**

Item ID: 1000120275

*Ammunition, 28 Gauge, 2.75inch length, #9 shot powder dram equivalent 2. 25 rounds per box, 250 rounds per case. priced per 1,000 rounds.*

Unit of Measure: TH

Vendor Item/Part #: AA289

Manufacturer Item #: AA289

Unit Price: \$ 374.44

**Line 8**

Item ID: 1000132333

*Ammunition, .40 caliber S&W, 165 grain, hot bonded, brass jacketed hollow point. 50 per box. Min. 500 Max. 1000 rounds per case. pricing per 1,000 rounds.*

Unit of Measure: TH

Vendor Item/Part #: RA40BA

Manufacturer Item #: RA40BA

Unit Price: \$ 335.00

**Line 9**

Item ID: 1000143119

*Ammunition, Handgun, .45 ACP, 230 grain, Premium bonded jacketed, hollow point bullet.*

Unit of Measure: TH

Vendor Item/Part #: RA45B

Manufacturer Item #: RA45B

Unit Price: \$ 391.20

**Line 10**

Item ID: 1000143113

*Ammunition, Shotgun, 12 gauge, 2.75in cartridges, 8 pellets of 00 lead buck shot, Reduced recoil. Powder equivalent minimum of 2.75drams*

Unit of Measure: TH

Vendor Item/Part #: RA120085

Manufacturer Item #: RA120085

Unit Price: \$ 465.36

**Line 11**

Item ID: 1000142233

*Ammunition, Rifle, 5.56 NATO, 64 Grain, FMJ, premium? bonded? jacket, soft point bullet.*

Unit of Measure: TH

Vendor Item/Part #: RA556B

Manufacturer Item #: RA556B

Unit Price: \$ 716.00

**Line 12**

Item ID: 1000142234

*Ammunition, Rifle, 7.62 NATO, 147 grain, FMJ.*

Unit of Measure: TH

Vendor Item/Part #: Q3130

Manufacturer Item #: Q3130

Unit Price: \$ 672.00

**Line 13**

Item ID: 1000120209

*Ammunition, cartridges, .40 caliber S&W, 180 grain full metal jacketed bullet. 50 each/box, min. 200, max. 1000 rounds per case. pricing per 1,000 rounds.*

Unit of Measure: TH

Vendor Item/Part #: Q4238

Manufacturer Item #: Q4238

Unit Price: \$ 216.32

**Line 14**

Item ID: 1000179163

*Ammunition, Handgun, .357 SIG, 100 grain Frangible*

Unit of Measure: TH

Vendor Item/Part #: RA357SSF

Manufacturer Item #: RA357SSF

Unit Price: \$ 568.58

**Line 15**

Item ID:

*APCAT - Percentage off Law Enforcement Catalog - Winchester 49% off (See Usage Instruction for Catalog)*

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

APPROVED: \_\_\_\_\_  
CHIEF PROCUREMENT OFFICER

BY: \_\_\_\_\_  
PURCHASING AGENT

\_\_\_\_\_  
DATE

# PRECISION DELTA CORPORATION

205 W Floyce St  
PO Box 128  
Ruleville, MS 38771

## QUOTE

Date	Quote #
1/21/2021	8709

Name / Address
MURFREESBORO POLICE DEPT FINANCE DEPT PO BOX 1139 MURFREESBORO, TN 37133-1139

Ship To
MURFREESBORO POLICE DEPT Don Fanning 615-201-5589 1004 N. HIGHLAND AVE. MURFREESBORO, TN 37130

Rep
PML

Item	Manufacture	Description	Qty	U/M	Rate	Total
		** TN Contract SWC331 **				
USA9MM - ...	Winchester	9 MM 124 gr. FMJ 500 rd/case*	280		92.23	25,824.40
Freight Charge		Freight Charge to deliver before the end of June via AAA Cooper  *1000 rd/case \$184.46	1		600.00	600.00
					<b>Total</b>	\$26,424.40

Phone #	Fax #
662-756-2810	662-756-2590

[www.precisondelta.com](http://www.precisondelta.com)

# COUNCIL COMMUNICATION

**Meeting Date: 02/04/2021**

---

**Item Title:** Contract Extensions – Central Square (Tritech) and Utility Associates

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

---

**Summary**

Extension of contracts with Central Square and Utility Associates for maintenance.

**Staff Recommendation**

Approve the extension of the contract with Central Square and Utility Associates for payment of annual maintenance contracts.

**Background Information**

The Central Square contract is for ongoing support of our Computer Aided Dispatch, Mobile Dispatch, Police Records and ancillary interfaces and systems for Police and Fire. The Utility Associates contract is for communication equipment located in Police and Fire units which enable communication and GPS capabilities. The initial Central Square contract was submitted and approved on October 15, 2015. The initial Utility Associates contract was submitted and approved on January 10, 2018. Extension of these contracts allows for continuing support for these products.

**Council Priorities Served**

*Maintain public safety*

These systems provide an automated solution for call handling and remote dispatch, which enhances quality of service to the citizens calling for emergency services. This allows for emergency services to provide enhanced service to the citizens.

**Fiscal Impact**

Approval of the contract extensions allows for payment of the annual maintenance invoices. The Central Square invoice is \$293,995 and the Utility Associates is \$96,468. These costs are budgeted and funded with from the Police operating budget.

**Attachments**

1. Central Square Software Support Agreement
2. Central Square System Purchase Agreement
3. Central Square Invoice 299736
4. Utility Associates SaaS Agreement
5. Utility Associates Sales Quote 13056-R





TriTech Software Systems  
9477 Waples Street, Ste. 100  
San Diego, CA 92121  
Phone: 858.799.7000  
Fax: 858.799.7011  
[www.tritech.com](http://www.tritech.com)

# **SOFTWARE SUPPORT AGREEMENT**

**TRITECH SOFTWARE SYSTEMS**

**SOFTWARE SUPPORT AGREEMENT**  
**TABLE OF CONTENTS**

<b>1.0</b>	<b>DEFINITIONS .....</b>	<b>3</b>
<b>2.0</b>	<b>TERM AND TERMINATION .....</b>	<b>4</b>
<b>3.0</b>	<b>SUPPORT FEE(S).....</b>	<b>4</b>
<b>4.0</b>	<b>SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT .....</b>	<b>6</b>
<b>5.0</b>	<b>SOFTWARE ERROR CORRECTION.....</b>	<b>6</b>
<b>6.0</b>	<b>SOFTWARE UPDATES .....</b>	<b>7</b>
<b>7.0</b>	<b>LIMITATIONS .....</b>	<b>7</b>
<b>8.0</b>	<b>EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE .....</b>	<b>9</b>
<b>9.0</b>	<b>LIMITATION OF LIABILITY .....</b>	<b>10</b>
<b>10.0</b>	<b>DISPUTE RESOLUTION .....</b>	<b>10</b>
<b>11.0</b>	<b>SEVERABILITY .....</b>	<b>11</b>
<b>12.0</b>	<b>FORCE MAJEURE/EXCUSABLE DELAY .....</b>	<b>11</b>
<b>13.0</b>	<b>CONSTRUCTION AND HEADINGS.....</b>	<b>11</b>
<b>14.0</b>	<b>WAIVER.....</b>	<b>11</b>
<b>15.0</b>	<b>ENTIRE AGREEMENT .....</b>	<b>12</b>
<b>16.0</b>	<b>APPLICABLE LAW .....</b>	<b>12</b>
<b>17.0</b>	<b>ASSIGNMENT .....</b>	<b>12</b>
<b>18.0</b>	<b>NOTICES .....</b>	<b>13</b>
<b>19.0</b>	<b>GENERAL TERMS .....</b>	<b>14</b>
	<b>ADDENDUM A .....</b>	<b>17</b>
	<b>ADDENDUM B .....</b>	<b>18</b>
	<b>ADDENDUM C .....</b>	<b>27</b>

# SOFTWARE SUPPORT AGREEMENT

**Client:** City of Murfreesboro  
**Address:** 111 West Vine Street  
**City, State, Zip:** Murfreesboro, TN 37130  
**Phone, Fax:** 615-849-2629, 615-849-2679  
**Contact Name:** Althea Pemsel, Purchasing Director

This Agreement is made by and between TriTech Software Systems, referred to herein as "TriTech", with offices at 9477 Waples Street, Ste. 100, San Diego, California 92121 and Client named above, referred to herein as "Client".

A. WHEREAS, TriTech and Client have entered into a System Purchase Agreement (the "System Purchase Agreement") dated 10/15/15; and

B. WHEREAS, TriTech and Client previously entered into a Contract for Purchase of Public Safety Software and Annual Software Maintenance dated March 27, 2008 (the "Contract"); and

C. WHEREAS, this Software Support Agreement (this "Agreement") supersedes and replaces Contract Attachment C Software Services Agreement, and is entered into to provide Software Support for the Client's existing licensed TriTech Software, as well as the TriTech Software licensed under the System Purchase Agreement for a period of one year, subject to annual renewal thereafter; and

D. WHEREAS, during the initial term of this Agreement, if applicable, TriTech shall act as the Prime Contractor for maintenance of the System and shall provide the single point of contact with the Client as further defined herein;

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, TriTech and Client agree as follows:

## 1.0 DEFINITIONS

1.1 All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in the Definitions section of the Purchase Agreement, which section is incorporated by reference herein as though set forth in full.

## **2.0 TERM AND TERMINATION**

2.1 The initial term of Software Support services provided under this Agreement shall begin at first Go Live for the TriTech Software and end twelve (12) months thereafter. Software Support for subsequent annual terms shall be subject to renewal of this Agreement and payment of the renewal Software Support fees. Following the initial term, either party may terminate this Agreement upon written notice to the other party ninety (90) days prior to the end of the then current annual support term. Provided that notice of termination has not been provided, on or before the expiration of the then current support term, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support Renewal Notice for signature. TriTech reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Client.

2.2 If applicable, following the initial term of this Agreement, either party shall have the option, upon prior written notice as provided in this section, to terminate support and maintenance for Subcontractor Software which is provided through TriTech as the Prime Contractor. In such event the Client shall enter directly into Support Agreement(s) with the individual Subcontractor(s). In order to provide continuity of support, either party shall notify the other party at least ninety (90) days prior to the end of the initial term of this Agreement of its intentions for continuation through TriTech as the Prime Contractor of support and maintenance for such Subcontractor Software. Support for Subcontractor Software if applicable under this Agreement will be provided in accordance with the applicable Subcontractor's terms for support which are attached hereto at Addendum C.

2.3 Either party may terminate this Agreement upon written notice to the other party in the event that (i) the other party fails to comply with any material term or condition of this Agreement, provided that such failure has not been cured within thirty (30) days receipt of written notice of such failure; or (ii) the other party's business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination; or (iii) written notice of termination for convenience is provided by one Party to the other Party within ninety (90) days' prior to the end of the then current support term.

## **3.0 SUPPORT FEE(S)**

3.1 Software Support fee(s) to be paid by Client for the initial term of this Agreement are established based on the software licenses purchased under the System Purchase Agreement. The Software Support fee for the first renewal term shall be the amount specified in Addendum A hereto, subject to the adjustments as described in 3.2.

3.2 Unless otherwise terminated as provided herein, TriTech shall notify Client prior to the end of the initial support term of the Software Support fees for the first renewal term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term and are due for all TriTech Software applications and modules licensed to Client. Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional

licenses purchased by Client during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

3.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by TriTech for support services provided at Client's site or other locations remote from TriTech's principal place of business. Such expenses shall be paid by Client on receipt of TriTech's invoice for such expenses. Travel costs submitted for reimbursement will be actual costs.

3.4 If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at TriTech's then current rates for such services, shall also be the responsibility of the Client. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by TriTech to further development, enhancement and support of the TriTech Software must be spread over TriTech's client base and fairly shared by all TriTech Software users.

3.5 All undisputed amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one percent (1%) per month, or the highest rate permitted by law, whichever is less, from thirty (30) days after their due date until paid. Client shall have the right to withhold payment of a disputed invoice or portion thereof. In the event Client disputes any invoices hereunder, Client shall promptly notify TriTech of the nature of the dispute and the parties will cooperate in good faith to expeditiously resolve such dispute. Failure to pay annual Software Support fees when due may result in a notice of termination in accordance with section 2.3.

**Remittance Address for Payments Only:**

TriTech Software Systems  
P.O. Box 203223  
Dallas, TX 75320-3223

3.5.1 Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.

3.6 Except for taxes for which Client provides TriTech with written certification of its tax-exempt status, if TriTech is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

#### **4.0 SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT**

4.1 TriTech will provide support services as more fully described in Addendum B.

4.2 Client shall appoint a principal point of contact with a level of knowledge of the TriTech Software and Client's computer environment to manage the reporting of Software Errors to TriTech in accordance with the Software Error Guidelines and Procedures set forth in Addendum B. TriTech reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

4.3 At all times during the term of this Agreement or any renewal period, each party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other party and its employees. Any such behavior shall be reported to the party's supervisor, manager, or executive as applicable for corrective action. A party's failure to remedy any reported issues related to employee misconduct, including removal of the offending employee from direct contact with the other party, may be cause for termination in accordance with section 2.3 herein.

#### **5.0 SOFTWARE ERROR CORRECTION AND ACCESS**

5.1 If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the TriTech Documentation. If following the error procedures does not correct the Software Error, Client shall promptly notify TriTech pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by TriTech. Upon notification of a reported Software Error, TriTech shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If TriTech is unable to reproduce the Software Error at TriTech's facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by TriTech. TriTech will provide onsite assistance if the Client and TriTech determine that it is necessary for TriTech personnel to travel to Client's site to reproduce the error. If it is determined that reported problem was caused by the TriTech Software, TriTech will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or Hardware, or System Software, or is otherwise not attributable to the TriTech Software Client shall reimburse TriTech for its travel expenses incident to the on-site visit, as well as TriTech's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

5.2 TriTech maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).



5.3 If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

## **6.0 SOFTWARE UPDATES**

6.1 From time to time, TriTech, in its sole discretion, may develop Updates to the TriTech Software and TriTech Documentation; such Updates shall be provided to Client free of additional charge provided that Client remains current on payment of Client's annual software support fee. All Updates to the TriTech Software and TriTech Documentation shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed TriTech Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced.)

## **7.0 LIMITATIONS**

7.1 Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release version when it is made available, TriTech shall only be obligated to provide Software Support for Client's version of the TriTech Software for a period of twelve (12) months thereafter.

7.2 TriTech shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

7.3 If any of the following circumstances exist, TriTech shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1 Problems in the TriTech Software are caused by modification of the TriTech Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party whether or not permitted hereunder.

7.3.2 Problems in the TriTech Software are caused by the TriTech Software not being used in accordance with the TriTech Documentation, or other instructions provided by TriTech, or by misuse or neglect.

7.3.3 Problems in the TriTech Software are caused by software not provided by TriTech, not approved by TriTech in writing or not specified as compatible in the TriTech

Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 of this Agreement.)

7.3.4 Problems in the TriTech Software are caused by equipment which does not meet the configuration requirements, or Client does not maintain the site and facility as specified in the TriTech Documentation.

7.3.5 Problems in the TriTech Software are caused by one or more computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up to date virus checking software in accordance with TriTech Documentation and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the TriTech System. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software on Client's Equipment. Client shall practice reasonable back-up procedures for the TriTech System in accordance with TriTech Documentation.

7.3.6 Problems in the TriTech Software are caused by Subcontractor Software or System Software, including but not limited to operating system software.

7.3.7 Problems in the TriTech Software are caused by Equipment or software provided by Client or third parties with which the TriTech Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

7.4 If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by TriTech, it shall, before loading such software, follow the procedures regarding third party software compatibility in the TriTech Documentation, and contact the TriTech Customer Service Department at the telephone numbers listed in Addendum B for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations.** Client agrees that if the loading of such third party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release TriTech from any obligations or liabilities related to operation or performance of the System, the TriTech Software, Subcontractor Software, or any other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

7.5 TriTech Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the mutual agreement of the parties as to the terms and conditions under which such services

are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to such Third Party Changes.

7.6 Problems in the TriTech Software or transmission of data caused by wireless services are not warranted by TriTech, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

7.7 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

## **8.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE**

8.1 Maintenance and support for Equipment provided under the Purchase Agreement if applicable, is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the TriTech Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

8.2 Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontract support terms provided hereto at Addendum C if continued annual support for the applicable Subcontractor Software is provided under this Agreement as further defined herein. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Purchase Agreement does not perform as provided in the applicable Specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TriTech Software issue or an issue with a Third Party Item that needs to be addressed by the applicable vendor. As part of the evaluation process, TriTech will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led TriTech to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or vendor. For issues involving Windows O/S software (Microsoft) that generally affects the operation of the TriTech Software and is not caused by a Client specific installation or

configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

## **9.0 LIMITATION OF LIABILITY**

9.1 The total liability of TriTech for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to TriTech for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance.

**9.2 IN NO EVENT SHALL TRITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE TRITECH SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.**

## **10.0 DISPUTE RESOLUTION**

10.1 The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, except as provided in Section 10.4, the parties agree to use the following procedure set forth in Sections 10.2 and 10.3 to attempt to resolve any dispute, controversy or claim arising from or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy or claim arising under or related to this Agreement.

10.2 At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute arising under this Agreement. The parties intend that these negotiations be conducted primarily by non-lawyer, business representatives. (However, the parties may be assisted by legal counsel in such negotiations.) The discussions shall be left to the discretion of the representatives. Upon their mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted, may be produced in discovery, and may, if otherwise admissible, be admitted in evidence in a lawsuit.

10.3 If the negotiations described above do not resolve the Dispute within sixty (60) days of the initial written request, either party may institute an action in a court of competent jurisdiction identified in Section 16.2.

10.4 Nothing in this Section 10.0 shall preclude either party from obtaining from a court of competent jurisdiction provisional relief such as a temporary restraining order or a preliminary injunction.

**10.5 THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY WITH RESPECT TO THIS AGREEMENT, AND THEY HEREBY WAIVE SUCH RIGHT.**

## **11.0 SEVERABILITY**

11.1 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

## **12.0 FORCE MAJEURE/EXCUSABLE DELAY**

12.1 Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

## **13.0 CONSTRUCTION AND HEADINGS**

13.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

## **14.0 WAIVER**

14.1 The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.



14.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

## **15.0 ENTIRE AGREEMENT**

15.1 This Agreement and its Addenda or Amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

## **16.0 APPLICABLE LAW**

16.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Tennessee without regard to its conflict of law provisions and not including the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable.

16.2 The parties agree that all exclusive venue for all disputes or claims concerning this Agreement shall be instituted and prosecuted in the state courts located in Rutherford County, Tennessee or the U.S. District Court for the Middle District of Tennessee and each party irrevocably consents to personal jurisdiction before such courts and waives all objections thereto including, any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam jurisdiction.

## **17.0 ASSIGNMENT**

Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other party, which consent will not be unreasonably withheld. For purposes of this Agreement, it is agreed, but not by way of limitation, that TriTech's withholding of consent is not unreasonable if the proposed assignee is a person, company or other entity which competes with TriTech directly or indirectly, whether itself or through a parent, subsidiary, or entity which is owned or controlled by a competitor of TriTech. Further, TriTech may require the proposed assignee to execute and agree to be bound by this Agreement. Notwithstanding the foregoing, upon notice to Client, TriTech may assign this Agreement to the surviving party in a merger of TriTech with or into another entity without the need to obtain Client's consent.

## **18.0 NOTICES**

18.1 All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

**To Client:**

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

**To TriTech:**

TriTech Software Systems  
9477 Waples Street, Ste. 100  
San Diego, Calif. 92121  
Attn: Christopher D. Maloney,  
President and CEO

## **19.0 NON-DISCRIMINATION; AFFIRMATIVE ACTION.**

19.1 It is the policy of the Client not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, TriTech certifies and warrants it will comply with this policy.

19.2 TriTech further acknowledges that the Client is a federal government contractor, and that by virtue of this Contract, TriTech qualifies as a federal government subcontractor under 41 CFR 60-1.3. Therefore, in accordance with federal law, TriTech specifically acknowledges and agrees as follows:

**19.2.1 The Client and TriTech shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**

**19.2.2 The Client and TriTech shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

**19.2.3 The Client and TriTech shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

## **20. MAINTENANCE OF RECORDS**

20.1 TriTech shall maintain documentation for all charges against Client. The books, records, and documents of TriTech, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Client or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

## **21. MODIFICATION OF AGREEMENT**

21.1 This Agreement may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of Client's governing body may be required. Minor modifications to the Agreement may be executed by signature of the City Manager in lieu of Client's signatory hereto.

## **22. PARTNERSHIP; JOINT VENTURE**

22.1 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. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

## **23. COMPLIANCE WITH LAWS**

23.1 TriTech agrees to comply with all applicable federal, state and local laws and regulations.

## **24.0 GENERAL TERMS**

24.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

24.2 This Agreement shall not become a binding contract until signed by an authorized officer of both parties, and it is effective as of the date so signed.

24.3 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

24.4 The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement.

24.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

24.6 A facsimile of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement, generated by a facsimile machine (as well as a photocopy thereof) shall be treated as an original.

24.7. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

SIGNATURE PAGE FOLLOWS

24.8 EACH PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.

**CITY OF MURFREESBORO**



Accepted By (Signature)



Printed Name



Title

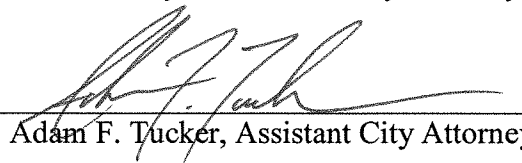


Date

**Approved as to form:**

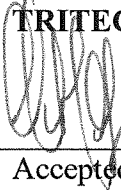


Susan Emery McGannon, City Attorney



Adam F. Tucker, Assistant City Attorney

**TRITECH SOFTWARE SYSTEMS**



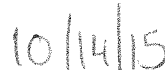
Accepted By (Signature)

Christopher D. Maloney

Printed Name

President and CEO

Title



Date



## ADDENDUM A

### SUPPORT FEES

Support fees for the initial term beginning at first Go Live for the TriTech Software and ending twelve (12) months thereafter, are included as line items under the Contract Price in the System Purchase Agreement. Based on the licenses purchased under the System Purchase Agreement, the annual support fee for the first renewal term (to begin 12 months post Go Live) will be \$196,826 for those licenses only, and does not include the support fee for Client's existing TriTech Software licenses which be added to the renewal invoice as further defined below.

Client's current annual support term for its existing TriTech Software licenses is July 1 through June 30. If applicable, support fees for the Client's existing TriTech Software licenses up to the date of Go Live for the TriTech Software licenses granted under the System Purchase Agreement will be prorated (or credited as applicable) and added to the first support renewal term hereunder to provide a single coterminous annual Software Support Term.

Prior to the end of the then current support term, and each subsequent annual support term, TriTech will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Agreement. An increase in the TriTech Software licenses granted to Client will result in an increase in the Software Support fee.

TriTech's Software Support fees do not include fees for third party applications, or embedded software required, including but not limited to CAD mapping or Mobile mapping fees.

#### Option:

As further defined in Addendum B hereto, standard Software Support for Inform RMS, Inform Jail and Inform FBR applications is provided on an 8x5 basis. Support fees for 8x5 support is calculated at a lesser rate than 24x7 support. However, as an optional upgrade, Client may purchase Software Support for these TriTech Software applications on a 24x7 basis with the applicable adjustment in support fee. **If this option has been chosen, check the box below:**

**Optional Support Upgrade to 24x7 for Inform RMS**      Yes ☐

**Optional Support Upgrade to 24x7 for Inform Jail**      Yes ☐

**Optional Support Upgrade to 24x7 for Inform FBR**      Yes ☐

## **ADDENDUM B**

### **SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES**

(1) All TriTech Software Errors reported by Client's personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Agreement terms specified below by product. The Client may elect to downgrade the urgency of the issue if the operational impact is not severe. The Client may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from TriTech's Customer Service Group.

(2) If Client determines a Software Error exists, Client shall immediately notify TriTech by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by TriTech.

**Note (a): Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (9) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.**

Note (b): High, Medium, and Lower Priority Software Errors may be reported via email to the address listed in the matrix below, or through TriTech's Support website via the Customer Service portal on TriTech's website.

(3) "Normal Customer Service Hours" (Business Hours) are 7:30a.m. through 7:30p.m. (Central), Monday through Friday, excluding TriTech holidays.

(4) The main support line will be answered by TriTech's Customer Service Department, or TriTech's answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the TriTech operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.

(5) Following Normal Customer Service Hours, the call will be automatically routed to TriTech's answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative on-call for prompt follow-up and resolution, if required.

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to [support@tritech.com](mailto:support@tritech.com).

(7) As more fully defined in the TriTech System Planning Document, TriTech has approved VPN (virtual private network) connectivity as the sole primary form of support connectivity for TriTech's Inform CAD, Inform Mobile, Inform Browser and related Interfaces Software. Client shall establish a dependable VPN form of access for TriTech's use in order to be supported to enable TriTech to access, diagnose, update, repair, and/or install a workaround to the system. Backup support connectivity is also required. The Client will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the Client's team to assist in troubleshooting. Citrix GotoAssist is utilized for remote connectivity for Inform RMS, Inform FBR, Inform Jail, and Inform IQ.

(8) Reported software errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 9 below. If requested or specified in the response time criteria below, a TriTech representative will return the call in a manner consistent with the priority and order in which the call was received. Client will make every effort to respond to TriTech in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

- a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the Client may request escalation of the issue in accordance with the TriTech Documentation.

**(9) Priorities and Support Response Matrix**

The following priority matrix relates to software errors resulting from the TriTech Software as further defined in this Agreement. Causes related to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Agreement.

## Inform CAD, Mobile, Browser, Interface, and GIS Link Response Matrix

Priority	Issue Definition	Response Time
<b>Priority 1 – Critical Priority</b>	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:</p> <ul style="list-style-type: none"> <li>• Inform CAD, Inform Mobile, or Interfaces are down as further defined in the Special Note #1 below.</li> <li>• Critical servers inoperative, as listed in Special Note #1.</li> <li>• Complete interruption of call taking and/or dispatch operations</li> <li>• Loss of transactional data &amp; transactional data corruption</li> </ul> <p>This means one or more critical server components are non-functional disabling Inform CAD, or Inform Mobile workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911.</p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
<b>Priority 2 – Urgent Priority</b>	<p>24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the Inform CAD, or Inform Mobile, workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations). These Software Errors are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: One (1) hour callback after client telephone contact to 800. 987.0911.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
<b>Priority 3 - High Priority</b>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units, or perform a common call taking or dispatch function. Such errors will be consistent and reproducible.</p> <p>A significant number of Inform CAD, or Inform Mobile, workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>High Priority issues may also be reported via <a href="mailto:support@tritech.com">support@tritech.com</a>.</p> <p>High Priority Issues are not managed after Normal Customer Service Hours.</p>

Priority	Issue Definition	Response Time
<b>Priority 4 – Medium Priority</b>	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units, or perform a common call taking or dispatch function. This includes system administrator functions.	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Medium Priority issues may also be reported via <a href="mailto:support@tritech.com">support@tritech.com</a>.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>
<b>Priority 5 – Low Priority</b>	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Low Priority issues may also be reported via <a href="mailto:support@tritech.com">support@tritech.com</a>.</p> <p>Low Priority issues are not managed after Normal Customer Service Hours.</p>

Priority	Resolution Process	Resolution Time
<b>Priority 1 – Critical Priority</b>	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	<p>TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.</p> <p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.</p>
<b>Priority 2 – Urgent Priority</b>	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	<p>TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system.</p> <p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.</p>
<b>Priority 3 - High Priority</b>	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.
<b>Priority 4 – Medium Priority</b>	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
<b>Priority 5 – Low Priority</b>	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

*Special Note #1:* Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform CAD:
  - a. The Inform CAD System is down and all workstations will not launch or function.
  - b. The Inform CAD System is inoperable due to transactional data corruption caused by TriTech Software.
  - c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
  - d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
2. Inform Mobile:
  - a. The Inform Mobile System is down and all unit mobile devices are unable to log in or function.
  - b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
  - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
3. Inform Browser, and GISLink:
  - a. There are no Critical Priority (Priority 1) issues for these products.

*Special Note #2:* Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform CAD:
  - a. Inform CAD users are severely impacted due to one of the following conditions:
    - i. Unable to enter new requests for service via the emergency or scheduled call-taking screen (using all available methods).
    - ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
    - iii. The inability to view/edit premise or caution note information.
    - iv. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
    - v. The system does not perform unit recommendations.
    - vi. Inability to assign a unit to an incident (using all available methods).
    - vii. Inability to change a unit's status (using all available methods).
    - viii. Inability to close an incident (using all available methods).
    - ix. Inability to view incident information needed to dispatch an incident (using all available methods).
    - x. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day
2. Inform Mobile:
  - a. Inform Mobile users are severely impacted due to one of the following conditions:
    - i. Inability to receive new requests for service from Inform CAD (using all available methods).
    - ii. Inability to view incident information needed to dispatch an incident (using all available methods).
    - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
    - iv. Inability to enter a traffic stop or on-view incident.
    - v. The inability to view premise or caution note information.
    - vi. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.
3. Inform CAD/Mobile Interfaces:
  - a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
  - b. An Inform CAD Paging Interface is down.
  - c. An interface used for personnel rostering is down.
  - d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
  - e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
  - f. An ANI/ALI interface repeatedly fails to process information into an incident.
  - g. An interface to an external rostering system used to logon units is down.
  - h. An AVL interface fails to process updates for over 50% of units.
  - i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
  - j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.
4. Inform Browser and GISLink:
  - a. There are no Urgent Priority (Priority 2) issues for these products.

Additional Information:



- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Service Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover it is inoperable for more than one (1) business day, TriTech will work to resolve the problem according to the Priority 2 response and resolution criteria included above.
- Modifications to installed Inform CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes, as necessary, dictated by State and Federal agencies having authority over these programs will be provided in a subsequent update.

## Inform RMS, Inform Jail and Inform FBR

Priority	Issue Definition	Response Time
<b>Priority 1 – Critical Priority</b>	<p>Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following:</p> <ul style="list-style-type: none"> <li>• TriTech Inform RMS, Inform Jail or Inform FBR server software inoperative</li> <li>• Loss of ability for all Inform RMS, Inform Jail or Inform FBR users to log on to system</li> <li>• Inform Jail system down</li> <li>• Loss of transactional data &amp; transactional data corruption</li> </ul> <p>This means one or more critical server components are non-functional disabling Inform RMS, Inform Jail, or Inform FBR, workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, and Inform FBR is not managed after Normal Customer Service Hours.</i></p> <p><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800.987.0911.</i></p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
<b>Priority 2 – Urgent Priority</b>	<p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function, or severely impacts the ability of Users to book or release inmates. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Loss of ability for Inform RMS users to enter Case (Incident, Arrest and Custody) records into the system</li> <li>• Loss of ability to transfer Inform FBR Reports</li> <li>• Unable to book or release inmates</li> </ul> <p>A significant number of the Inform RMS, Inform Jail or Inform FBR workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform RMS, Inform Jail or Inform FBR workstations). These Software Errors are defined in more detail in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, and Inform FBR is not managed after Normal Customer Service Hours.</i></p> <p><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: One (1) hour call back after Client telephone contact to 800.987.0911.</i></p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response</p>

Priority	Issue Definition	Response Time
<b>Priority 3 - High Priority</b>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common Inform RMS, Inform Jail, or Inform FBR function. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Loss of Non-Critical Data (with “Non-Critical” being defined as not causing an error classified as a P1 or P2 error (above).</li> <li>• NIBRS State reporting issues that cause agency reports to exceed State error submission limits</li> <li>• UCR reporting multiple occurrence of inaccurate data</li> </ul> <p>A significant number of Inform RMS, Inform Jail or Inform FBR workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>High Priority issues may also be reported via <a href="mailto:CH_ClientServicesTriage@tritech.com">CH_ClientServicesTriage@tritech.com</a>.</p> <p>High Priority issues are not managed after Normal Customer Service Hours.</p>
<b>Priority 4 – Medium Priority</b>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Medium Priority issues may also be reported via <a href="mailto:CH_ClientServicesTriage@tritech.com">CH_ClientServicesTriage@tritech.com</a>.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>
<b>Priority 5 – Low Priority</b>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Low Priority issues may also be reported via <a href="mailto:CH_ClientServicesTriage@tritech.com">CH_ClientServicesTriage@tritech.com</a>.</p> <p>Low Priority issues are not manager after Normal Customer Service Hours.</p>

Priority	Resolution Process	Resolution Time
<b>Priority 1 – Critical Priority</b>	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.</p>	<p>TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.</p> <p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.</p>

Priority	Resolution Process	Resolution Time
<b>Priority 2 – Urgent Priority</b>	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system.  TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
<b>Priority 3 - High Priority</b>	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.
<b>Priority 4 – Medium Priority</b>	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
<b>Priority 5 – Low Priority</b>	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

*Special Note #1:* Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform RMS System:
  - a. The Inform RMS System Server is down and unavailable for queries.
  - b. The Inform RMS is inoperable due to data corruption caused by TriTech Software.
2. Inform Jail:
  - a. The Inform Jail System is down and all workstations will not launch or function.
  - b. The Inform Jail System is inoperable due to transactional data corruption caused by TriTech Software.
  - c. Inform Jail users are unable to book or release inmates.
3. Inform FBR System:
  - a. The Inform FBR Server is down and unavailable to process reports.
  - b. The Inform FBR Server is inoperable due to data corruption caused by TriTech Software.

*Special Note #2:* Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform RMS, and Inform FBR:
  - a. Inform RMS - Inability to create and save reports.
  - b. Inform FBR – Inability to enter and transfer reports into RMS.
  - c. Inability to create UCR/NIBRS State Reports.
2. Inform Jail:
  - a. Inform Jail users are severely impacted due to one of the following conditions:
    - i. Unable to book or release inmates.

Additional Information:

- State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items.
  - A. Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the Inform RMS Licensed Software, as necessary, in order to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

**ADDENDUM C**

**SUBCONTRACTOR SUPPORT TERMS**

**(Attached, if applicable)**



TriTech Software Systems  
9477 Waples Street, Ste. 100  
San Diego, CA 92121  
Phone: 858.799.7000  
Fax: 858.799.7011  
[www.tritech.com](http://www.tritech.com)

# **SYSTEM PURCHASE AGREEMENT**

**TRITECH SOFTWARE SYSTEMS**

**FOR**

**MURFREESBORO, TN**



**SYSTEM PURCHASE AGREEMENT**  
**TABLE OF CONTENTS**

<b>1.0</b>	<b>INTRODUCTION .....</b>	<b>4</b>
<b>2.0</b>	<b>ADDENDA.....</b>	<b>4</b>
<b>3.0</b>	<b>DEFINITIONS .....</b>	<b>5</b>
<b>4.0</b>	<b>PRICES AND PAYMENT .....</b>	<b>8</b>
<b>5.0</b>	<b>SOFTWARE LICENSES .....</b>	<b>9</b>
<b>6.0</b>	<b>DELIVERY AND RISK OF LOSS .....</b>	<b>11</b>
<b>7.0</b>	<b>SITE PREPARATION.....</b>	<b>11</b>
<b>8.0</b>	<b>SERVICES.....</b>	<b>12</b>
<b>9.0</b>	<b>ACCEPTANCE .....</b>	<b>12</b>
<b>10.0</b>	<b>CONFIDENTIALITY AND PROPRIETARY RIGHTS.....</b>	<b>13</b>
<b>11.0</b>	<b>LIMITED WARRANTIES .....</b>	<b>15</b>
<b>12.0</b>	<b>MAINTENANCE AND SOFTWARE SUPPORT .....</b>	<b>18</b>
<b>13.0</b>	<b>DEFAULT AND TERMINATION.....</b>	<b>18</b>
<b>14.0</b>	<b>LIABILITY.....</b>	<b>19</b>
<b>15.0</b>	<b>INSURANCE.....</b>	<b>20</b>
<b>16.0</b>	<b>COPYRIGHT &amp; TRADE SECRET INFRINGEMENT .....</b>	<b>20</b>
<b>17.0</b>	<b>DISPUTE RESOLUTION .....</b>	<b>21</b>
<b>18.0</b>	<b>SALES, USE AND PROPERTY TAX .....</b>	<b>22</b>
<b>19.0</b>	<b>SEVERABILITY.....</b>	<b>22</b>
<b>20.0</b>	<b>FORCE MAJEURE/EXCUSABLE DELAY .....</b>	<b>22</b>
<b>21.0</b>	<b>CONSTRUCTION AND HEADINGS .....</b>	<b>23</b>
<b>22.0</b>	<b>WAIVER .....</b>	<b>23</b>
<b>23.0</b>	<b>NON-DISCRIMINATION; AFFIRMATIVE ACTION .....</b>	<b>23</b>
<b>24.0</b>	<b>MAINTENANCE OF RECORDS.....</b>	<b>24</b>
<b>25.0</b>	<b>MODIFICATION OF AGREEMENT .....</b>	<b>24</b>
<b>26.0</b>	<b>PARTNERSHIP; JOINT VENTURE .....</b>	<b>24</b>
<b>27.0</b>	<b>COMPLIANCE WITH LAWS .....</b>	<b>24</b>
<b>28.0</b>	<b>ENTIRE AGREEMENT .....</b>	<b>24</b>
<b>29.0</b>	<b>APPLICABLE LAW .....</b>	<b>24</b>
<b>30.0</b>	<b>ASSIGNMENT .....</b>	<b>25</b>

31.0 NOTICES .....25

32.0 ORDER OF PRECEDENCE .....25

33.0 GENERAL TERMS .....25

ADDENDUM A .....28

ADDENDUM B .....36

ADDENDUM C .....37

# SYSTEM PURCHASE AGREEMENT

**Client:** City of Murfreesboro  
**Address:** 111 West Vine Street  
**City, State, Zip:** Murfreesboro, TN 37130  
**Phone, Fax:** 615-849-2629, 615-849-2679  
**Contact Name:** Althea Pemsel, Purchasing Director

## 1.0 INTRODUCTION

1.1 This Agreement, is made by and between TriTech Software Systems, referred to herein as “TriTech”, with offices at 9477 Waples Street, Ste. 100, San Diego, California 92121, and the Client name above, who together may also be referred to herein as the “Parties” or singularly as a “Party”), with reference to the following facts:

1.2 Client and TriTech (successor in interest to VisionAIR, Inc.) entered into a Contract for Purchase of Public Safety Software and Annual Software Maintenance dated March 27, 2008 (the “Contract”) which included the license of certain Vision software applications.

1.3 Client desires to replace its existing TriTech licensed VisionCAD and VisionMOBILE applications with TriTech’s Inform CAD and Inform Mobile applications as more fully defined in this Agreement and its Addenda.

1.4 This Agreement is for the purchase of an integrated computer system, which includes the license of TriTech’s Inform CAD and Inform Mobile software applications, applicable Interfaces, third party software, and provision of services (the “Project”), as more fully described in this Agreement and its Addenda.

1.5 In consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, Client and TriTech agree as follows:

## 2.0 ADDENDA

2.1 The following documents are attached as Addenda to this Agreement and incorporated by reference as though set forth in full:

- |     |            |                                       |
|-----|------------|---------------------------------------|
| (a) | Addendum A | Contract Price and Payment Milestones |
| (b) | Addendum B | Statement of Work                     |
| (c) | Addendum C | System Planning Document              |

### **3.0 DEFINITIONS**

3.1 “Acceptance” or “Accept” means the processes described in the ACCEPTANCE section of this Agreement.

3.2 “Archive Server” or “Reporting Server” means a Server or other storage unit on which Client’s data resides for archival purposes.

3.3 “Contract Price” means the total of the purchase price of the items as specified in Addendum A, including, as applicable, equipment, software licenses, services, fees, expenses and other items acquired under this Agreement, and if included as a line item in Addendum A, any applicable sales, use, value added, or other such governmental charges.

3.4 “Deliverable” means an item of equipment, software, services and other items acquired under this Agreement as listed in the addenda hereto.

3.5 “Delivery” with respect to the System means physical delivery of substantially all components of each Subsystem to the Designated Location. Delivery shall be deemed to have occurred despite the absence of incidental components provided that Installation of the Subsystem, training and system configuration can begin with the items then delivered and Client has acknowledged in writing such Delivery. A separate Delivery may occur with respect to each such Subsystem.

3.6 “Designated Location(s)” means the physical site(s) at which the TriTech Software is Installed.

3.7 “Disaster Recovery Computer System” (with reference to the CAD System) means a server operating in a standby mode used to maintain a duplicate copy of the program and data contained in the Primary Computer System.

3.8 “Documentation” means any standard user manuals or other related instructional and/or reference materials, provided by TriTech or other Software Vendors, including on-line help information and Release Notes issued in connection with Updates. In case of a conflict between written documentation (user manuals or Release Notes in printed or CD-ROM format) and on-line help information, the printed and CD ROM documentation will control.

3.9 “Equipment” means the computer equipment on which the TriTech Software operates which equipment, meeting TriTech’s recommended specifications, will be provided by the Client.

3.10 “Go Live” means the event that occurs when the Client first uses the TriTech Software for Live Operations. A separate Go Live may take place with respect to each Subsystem (e.g. Inform CAD, Inform Mobile), and each Interface.

3.11 “Help Desk” means the TriTech function consisting of receiving calls from Client concerning System problems and assisting Client with resort to the manufacturers of Equipment, Software and other items acquired under this Agreement under the applicable warranties and/or maintenance support agreements.

3.12 “Installation” with respect to Subsystems means the process of running the Subsystem under a procedure to demonstrate basic inter-operability of the applicable Subsystem components at the Designated Location for that Subsystem. “Installation”, with respect to the Modifications, means the process of running each Modification under a procedure to demonstrate basic interoperability with the applicable Subsystem at its Designated Location(s). “Installation”, with respect to the Interfaces, means the process of running each Interface under a procedure to demonstrate basic interoperability of the Interface with the applicable Subsystem and the hardware and/or Software with which it is interfaced at its Designated Location(s).

3.13 “Interface”, collectively or individually, means the interface software described in Addendum A.

3.14 “Live Operations” means use of a Subsystem (e.g., the TriTech Software less Interfaces and Modifications) as the primary means of performing its functions.

3.15 “Object Code” means any instruction or set of instructions of a computer program in machine-readable form.

3.16 “Primary Computer System” means the live operations production system.

3.17 “Project Schedule” means the mutually agreed upon schedule for tasks to be completed by TriTech and the Client. The Project Schedule is subject to change only at the mutual written agreement of TriTech and Client.

3.18 “Server” means a computer in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network. With respect to the CAD System, this term includes, without limitation, the Primary Computer System and the Disaster Recover Computer System.

3.19 “Software” means collectively or individually the computer programs provided under this Agreement, including, without limitation, the programs for each Subsystem.

3.20 “Software Error” means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications.

3.21 “Software Support” means Telephone Support, Software Error Correction, and Software Update services provided by TriTech for the TriTech Software, in accordance with the Software Support Agreement to be entered into concurrent with this Agreement.

3.22 “Software Support Agreement” means collectively or individually agreements of that name (or a similar name) for the rendering of Software Support services entered into between the parties coincident with this Agreement and renewed from time to time thereafter.

3.23 “Source Code” means the original mnemonic or high-level statement version of Software.

3.24 “Specifications” means, as applicable, (i) the TriTech specifications for each Subsystem; (ii) the Interface Requirements Document (“IRD”); and (iii) applicable end user documentation including but not limited to User’s Guides, System Administration Guides, and Release Notes.

3.25 “Statement of Work” means the document defining the implementation process for the Project, and Deliverables, including both TriTech’s and the Client’s responsibilities as set forth in Addendum B hereto.

3.26 “Subcontractor Equipment” if applicable, means the third party equipment provided by a subcontractor to TriTech under this Agreement. Subcontractor Equipment, if applicable, is identified in Addendum A hereto.

3.27 “Subcontractor Services” if applicable, means the third party services provided by a subcontractor to TriTech under this Agreement. Subcontractor Software, if applicable, is identified in Addendum A hereto

3.28 “Subcontractor Software” if applicable, means the third party software provided by a subcontractor to TriTech under this Agreement. Subcontractor Software, if applicable, is identified in Addendum A hereto.

3.29 “Subsystem” means each of the core applications (Inform CAD and Inform Mobile) provided under this Agreement.

3.30 “System Software” means third party software, which includes, without limitation, operating system software, DBMS Software, and communications software. System Software meeting TriTech’s recommended specifications will be provided by the Client.

3.31 “Task Completion Report” or “TCR” means the document presented by TriTech’s Project Manager to the Client for signature upon completion of a Deliverable.

3.32 “Telephone Support” means the service provided by TriTech for access to the TriTech Customer Service Department by telephone, as further defined in the Software Support Agreement.

3.33 “TriTech Business Hours” means TriTech’s corporate business hours of 8:30 a.m. to 5:30 p.m. (Pacific Time), Monday through Friday, excluding TriTech holidays.

3.34 “TriTech Software” means the Object Code version of the software specified in Addendum A of this Agreement, including any Updates or upgrades provided subsequent to this Agreement.

3.35 “Update” means revisions or additions to the TriTech Software, or if applicable third party software provided by TriTech. The term "Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products.



3.36 “Use” means copying of any portion of Software from a storage unit or media into a computer or Server and execution of the software thereon. This term shall be construed to refer to a grant of reproduction rights under 17 U.S.C. 106(1), and shall not be construed to grant other rights held by the copyright owner, including without limitation the right to prepare derivative works.

3.37 “User” means the operator of a Subsystem Workstation that is configured to access and/or utilize the capabilities and features of the Subsystem Software.

3.38 “Workstation” means any computer input station that utilizes the functionality of a Subsystem, whether the software resides locally or on a Server.

#### **4.0 PRICES AND PAYMENT**

4.1 Unless otherwise stated herein, all dollar amounts contained in this Agreement are in U.S. dollars. The Contract Price for the purchased and/or licensed items hereunder is \$808,851.00 as more completely specified in Addendum A. Client shall pay the Contract Price without deduction or offset on the terms specified in Addendum A, pursuant to invoices issued by TriTech which shall be due upon receipt unless otherwise stated in the invoice.

4.1.1 The Contract Price for the Deliverables and Services defined in Addendum A is based on a firm fixed price, subject to the following adjustments. In the event that Client in its sole discretion chooses to delay implementation of any Deliverable for more than six (6) months beyond the Go Live date set forth in the Project Schedule, and the then current pricing for such Deliverable(s) including applicable Services has increased since the date of execution of this Agreement, such then current pricing will apply. A change order for signature by both parties will be processed to adjust the Contract Price.

4.2 All undisputed amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one percent (1%) per month, or the highest rate permitted by law, whichever is less, from thirty (30) days after their due date until paid. Client shall have the right to withhold payment of a disputed invoice or disputed portions of an invoice. In the event Client disputes any invoices, or portions of an invoice hereunder, Client shall promptly notify TriTech of the nature of the dispute and the parties will cooperate in good faith to expeditiously resolve such dispute. The remittance address (payments only) is:

TriTech Software Systems  
P.O. Box 203223  
Dallas, TX 75320-3223

4.2.1 In the event that Client is in arrears on undisputed invoice payments due to TriTech of more than sixty (60) days from the due date, TriTech in its sole discretion may elect upon five (5) business days’ notice to Client to stop work on the Project for non-payment until Client becomes current on such payments due. In such event the Project Schedule will be adjusted accordingly, and TriTech shall not be considered to be in default for delays caused by Client’s non-payment of an undisputed invoice.

## 5.0 SOFTWARE LICENSES

5.1 In consideration for, and subject to, the payment of the license fee(s) specified in Addendum A of this Agreement, and the other promises, covenants and conditions herein, Client is granted the following licenses to the Software:

5.1.1 The TriTech Software: A nontransferable, nonexclusive right and license to Use the TriTech Software and the Documentation for said Software for Client's own internal use at the Designated Location(s) and as permitted by Section 5.4, in the quantity set forth in Addendum A. Client may make additional copies of the TriTech Software as reasonably required for backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with Section 11.0 herein. Additional TriTech Software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this Section 5.0.

5.1.1.1 Each copy of the TriTech Software provided under this license that is not identified in Addendum A of this Agreement as a Disaster Recovery license may be used on only one Primary Computer System at any one time.

5.1.1.2 Each copy of the TriTech Software provided under this license and identified in Addendum A of this Agreement as a Disaster Recovery license may be used in a standby mode on only one Disaster Recovery System at any one time as a backup in the event of a failure, malfunction or other out of service condition of its Primary Computer System. In the event its Primary Computer System fails to operate, the Disaster Recovery System and the Designated Application Software identified as a Disaster Recovery license may be enabled to function in its place. When the Primary Computer System returns to its normal operational mode, the Disaster Recovery System and the Designated Application Software identified as a Disaster Recovery license must be returned to its standby mode.

5.1.1.3 Client shall be entitled to have a copy of the TriTech Software residing on the Primary Server(s), and the Archive or Reporting Server.

5.1.1.4 Notwithstanding anything to the contrary in this Section, the TriTech Software is designed to enable Client to develop original applications which interface with the TriTech Software. The development and use of such interfacing applications is specifically permitted under the licenses herein and shall not be deemed derivative works provided that they are not, in fact, derived from the TriTech Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the licenses granted herein, Client shall not acquire any right, title or interest in the TriTech Software by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Likewise, TriTech shall not acquire any right, title or interest in such Client developed non-derived applications, whether as owner, joint owner or otherwise.

5.1.2 Third Party Software, Including System Software: The licenses set forth in the applicable vendor's license agreements that accompany such software. Third party products providing supplemental software code to the TriTech Software and not subject to separate licensing provisions shall be licensed in accordance with the provisions of this Section 5.

5.2 Each Workstation and Server that is configured to utilize the functionality of any Subsystem Software must have a full-user license under this Agreement.

5.3 Title to all TriTech Software and its associated Documentation provided to Client under this Agreement shall remain with TriTech. The applicable software vendor of any third party or System Software retains all rights to its specific software and the associated Documentation not expressly granted in this Agreement.

5.4 Software (including without limitation Subsystem Software) may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide computer-aided vehicle dispatching to third parties. Notwithstanding the above, Client shall be entitled to Use Subsystem Software at the applicable Designated Location for the purpose of the application(s) described in the Statement of Work for itself and other agencies/entities in the area within Rutherford County, TN, provided that the Subsystem Software is installed and operated at only one physical location. The Software shall not be used for other than the application(s) described in the Statement of Work.

5.5 Client shall not Use, copy, rent, lease, sell, sublicense, create derivative works, or transfer the Software or any Subsystem Software or Documentation, or permit others to do said acts, except as provided in this Agreement or the applicable software license agreement. Any such unauthorized Use shall be void and may result in immediate and automatic termination of the applicable license, at the option of TriTech, or the applicable third party vendor. In such event, Client shall not be entitled to a refund of the license fees paid hereunder.

5.6 The Software licenses granted in this Agreement or in connection with it are for Object Code only and do not include a license or any rights to Source Code. Without limiting the generality of the foregoing, Client is specifically prohibited from accessing, copying, using, modifying, distributing or otherwise exercising any rights to such Source Code, even if such Source Code is loaded on the Client's equipment. The loading and/or using of Source Code to any Subsystem Software by TriTech or its employees on the Client's computer system equipment at the Designated Location or any other location associated with Client shall not constitute a waiver of this provision, or any express or implied license or other permission to copy, use or exercise other rights to the Source Code.

5.7 Client may not export any Software or Documentation outside the United States without further prior written agreement of TriTech or the applicable third party vendor. In the event of such agreed export, Client agrees to comply with the requirements of the United States Export Administration Act of 1979 and any amendments thereto, and with all relevant regulations of the Office of Export Administration, U.S. Department of Commerce.

5.8 These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable software license agreements.

5.9 Client may surrender any software licenses provided in connection with this Agreement at any time by performing the actions described in paragraph 13.5 of this Agreement, or the applicable third party software license agreement. Such surrender shall be subject to the other provisions of this Agreement with respect to termination of the software license, and shall not affect TriTech's right to receive and retain any fees, charges, and expenses earned hereunder through the date of such surrender.

5.10 Rutherford County shall be licensed to use the TriTech Software identified in Addendum A for Rutherford County Sheriff's Office in accordance with the Software License provisions of this Agreement. Client shall ensure that Rutherford County is provided with a copy of such provisions.

## **6.0 DELIVERY AND RISK OF LOSS**

6.1 TriTech shall provide the Deliverables and Services under this Agreement in accordance with Addendum B Statement of Work and the Project Schedule.

6.2 Risk of loss of any Deliverable shall be borne by TriTech until Delivery of the Deliverable to Client. Thereafter, the risk of loss shall be borne by Client.

6.3 Client shall pay all freight charges, if applicable, associated with Delivery of the System to Client's Designated Location if such charges are included as a line item in the Contract Price, in which event they shall be paid according to the payment terms in Addendum A.

## **7.0 SITE PREPARATION**

7.1 Client agrees to provide, at its own expense, those required facilities and equipment specified in Addendum C (the System Planning Document), or in the applicable Documentation or otherwise specified by TriTech in writing, to meet the hardware/software configuration requirements and the requirements for proper electrical power quality and other computer facility resources. Client shall also provide and maintain during the term of this Agreement, a high speed data connection (as more fully defined in the System Planning Document), a separate data quality telephone modem line and a dedicated voice line (in each case as specified by TriTech) for maintenance and software support purposes in each physical area where a Server or interface equipment is located. Such facilities and equipment shall be in place and operational prior to Delivery of the items purchased and/or licensed under this Agreement.

7.2 TriTech shall assist Client in meeting its obligations under this section by providing the necessary guidelines and specifications for site preparation.

## **8.0 SERVICES**

8.1 TriTech will provide those services specified in Addendum A in accordance with Addendum B Statement of Work and the Project Schedule. Any services desired by Client in addition to those specified in this Agreement will be subject to the availability and scheduling of TriTech personnel and to TriTech's then-current rates, plus reasonable out-of pocket expenses actually incurred in performing such Services. Prior to performing any of the aforementioned additional services, TriTech will provide a written quotation detailing the associated price to be paid for such services, and such quotation shall be subject to written acceptance by Client.

8.2 The work to be performed shall include the furnishing of all software and services specified in this Agreement in accordance with Addendum B Statement of Work.

8.3 TriTech shall appoint a competent TriTech Project Manager to act as its representative and single point of contact, and to monitor its employees in the Delivery and Installation of the Subsystems provided under this Agreement. TriTech's Project Manager will coordinate and meet with the Client Project Manager as may be reasonably required to discuss any operational issues or the status of the Project. TriTech shall not change TriTech Project Managers without Client's prior written approval, which approval shall not be unreasonably withheld or delayed. In the event of unforeseen circumstances such as, but not limited to, termination, illness, or death, TriTech may appoint a replacement TriTech Project Manager of equivalent skill level, and shall notify Client with as much written notice as is reasonably possible.

## **9.0 ACCEPTANCE**

9.1 General. Testing of the System and Subsystems shall occur throughout the Project life cycle as further defined in the Statement of Work (SOW). Prior to conducting Acceptance testing as defined below, the Client shall receive for review Acceptance Test Procedures (ATP's) for the System and Subsystems. Upon approval by the Client of the ATPs, TriTech shall perform the ATPs with the Client's participation in accordance with the Project plan. Individual test cases within the ATP shall have a pass/fail criteria with results reported to the Client when the individual tests are complete with a Test Report. Client shall not suspend testing when problems are experienced and restart Acceptance testing when the problems are corrected unless the problems prevent continuing with Acceptance testing. If Acceptance testing must be suspended pending corrective action, Client shall promptly advise TriTech by the fastest available means.

9.2 Following completion of the DOLF process for the Production Site (which is further defined in the SOW), the System will be Delivered and Installed at the Designated Location. During the Functional Acceptance Test ("FAT") process as further defined in the SOW, any FAT issues detected will be mutually defined and agreed upon as Pre-Go Live Issues to be corrected prior to Go Live, or Post Go Live Issues that do not affect the Go Live readiness of the System and will be corrected following Go Live. TriTech and the Client will mutually agree upon the Go Live date for the System.

9.3 Final System Acceptance – Inform CAD Subsystem. Upon Go Live in the Production Site, the Client shall utilize the Subsystem for a thirty (30) day Acceptance test period (“the Acceptance Test Period”) to verify operational system and Subsystem functionality in a live environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in Addendum E) are reported during such thirty (30) day period, the Subsystems shall be deemed to have achieved Final Acceptance. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Acceptance Test Period, TriTech shall commence actions in accordance with the Software Support Agreement to correct the reported error.

9.3.1 In the event that a Critical Priority Software Error is reported between day one (1) and day thirty (30) of the Acceptance Test Period, the test will be stopped and restarted from day one (1) once a resolution has been provided in accordance with the Software Support Agreement.

9.3.2 In the event that an Urgent Priority Software Error is reported between day one (1) and day fifteen (15) the test will be stopped and restarted from day one (1) once a resolution has been provided in accordance with the Software Support Agreement. If an Urgent Priority Software Error is reported between day sixteen (16) and day thirty (30), the test will resume from the day the resolution has been provided.

9.4 Inform Mobile Acceptance. Client will receive Train the Trainer training, as further defined in the Statement of Work, on the operational use and installation of Inform Mobile. TriTech will Deliver and configure, to the Client’s requirements, the Inform Mobile software to the Designated Location and provide installation services on at least five (5) mobile units. Installation of the remaining mobile units will be conducted by Client. TriTech’s project team will test the system configuration and functionality on the TriTech installed mobile unit by running the approved ATP with the Client. TriTech and Client will document any issues detected and agree upon a required resolution plan, if applicable. At the conclusion of the above-described installation and testing in the Production Site, the parties shall jointly acknowledge Inform Mobile Subsystem Acceptance. Client is responsible for mobile server and unit connectivity to the mobile network infrastructure and the wireless network.

## **10.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

10.1 The copyright to the Software and Documentation (including without limitation the Subsystem Software and Documentation) is owned by TriTech, or the applicable third party vendor thereof. Said software and documentation is licensed, not sold. Nothing in this Agreement shall be construed as conveying title in the Software or Documentation to Client.

10.2 Provided that Client’s confidential business information and confidential data is marked with the legend “CONFIDENTIAL INFORMATION”, “PROPRIETARY INFORMATION”, or a substantially similar legend, or the information is such that a reasonable person would understand it to be confidential regardless of whether it is so marked, or information disclosed orally which by its nature would reasonably be considered confidential, TriTech agrees to maintain Client’s confidential business information and confidential data, including patient identifying data, to which TriTech gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Notwithstanding the above, TriTech, or applicable third party vendor, shall own the copyrights, trade secrets, patent rights and



other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired as a result of or in connection with this Agreement to make modifications and enhancements to Software or Documentation. Client shall acquire no intellectual property ownership rights to Software or Documentation as a result of its use, whether as author, joint author, or otherwise.

10.3 The TriTech Software and TriTech Documentation (including without limitation Subsystem Software and Documentation) including, but not limited to, the Source Code, Object Code, the Interface Requirements Documents, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively "TriTech Proprietary Information") constitute the confidential and proprietary information of TriTech. Nothing herein shall be deemed to preclude TriTech from asserting that the TriTech Proprietary Information also constitutes valuable properties and trade secrets of TriTech, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the vendor a competitive advantage.

10.3.1 The material presented in TriTech's training courses represents the confidential and proprietary information of TriTech, not intended for public disclosure or disclosure to third parties. Clients may videotape training sessions provided on-site at the Client's facilities by TriTech staff for the Client's own internal use only; provided, however, that the TriTech training staff have consented in writing to such videotaping. Client shall endeavor to notify TriTech in writing two (2) weeks prior to scheduled training if videotaping will be conducted. The Client is responsible for managing access to and copying of any TriTech provided training materials or Client-made videotapes of TriTech training sessions.

10.4 Client agrees during the term of this license, and thereafter, to hold the TriTech Proprietary Information, including any copies thereof and any documentation related thereto, in confidence and to not permit any person or entity to obtain access to it except as required for Client's exercise of the license rights granted hereunder or as required by law, including specifically the Tennessee Public Records Act, T.C.A. §§ 10-7-501 et, seq. In exercising its rights hereunder, Client shall employ the same degree of care it utilizes in protecting its own confidential information, but at least a reasonable degree of care.

10.4.1 In the event Source Code is loaded on the Client's computer system equipment at any Designated Location or any other location in connection with TriTech's performance under this Agreement, or for any other purpose, Client shall keep such Source Code confidential and shall not, without the written authorization of TriTech or unless otherwise required by law, access, use, copy, modify, distribute, disclose or otherwise exercise or permit the exercise of any rights to such Source Code by any person, including but not limited to Client's employees, agents or contractors. This provision is intended by the parties to prohibit, among other things, Client access to Source Code by any person and for any reason unless expressly authorized herein.

10.5 Client shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the Software by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed.

10.6 Client shall inform TriTech promptly in writing of any actual or suspected unauthorized Use, copying, or disclosure of the TriTech Proprietary Information.

10.7 If any TriTech Proprietary Information is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, to the extent permitted by law, Client shall (i) provide to TriTech written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to TriTech a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the TriTech Proprietary Information.

10.8 Section 10 shall not apply to any information which (i) is at the time of its disclosure publicly known or becomes publicly known through no breach of the terms of this Agreement; (ii) was already known by the receiving party at the time of disclosure; (iii) is lawfully received from a third party not bound under a confidentiality agreement with either party; (iv) is disclosed under legal compulsion (provided, however, that prior to a disclosure pursuant to an order or applicable law, the receiving party, to the extent permitted by law, promptly provides the other party written notice of such proposed disclosure and reasonably cooperates with the other party in its attempts to limit or prevent such disclosure); (v) is disclosed with the disclosing party's written approval; or (vi) is independently developed by the receiving party without access to or the benefit of the disclosing party's Confidential or Proprietary Information.

10.9 The obligations specified under the CONFIDENTIALITY AND PROPRIETARY RIGHTS section of this Agreement shall survive the termination or rescission of this Agreement.

## **11.0 LIMITED WARRANTIES**

11.1 As an existing Client, the implementation of the TriTech Software licenses at Murfreesboro Police Department, which will be the Production Site, will be provided "as is" without warranty. Support will be provided beginning on the date of Go Live in accordance with the Software Support Agreement.

11.2 The TriTech Software licenses to be implemented at Rutherford County Sheriff's Office, which will be the Disaster Recovery Site, will be warranted in accordance with TriTech's standard warranty provisions below:

11.3 TriTech warrants that the TriTech Software will perform in accordance with TriTech's Documentation for a period of twelve (12) months from the date of Go Live. If a warranty defect is reported, TriTech will, at its discretion, either correct the defect or replace the TriTech Software. Correction of software errors will be in accordance with the Software Support Agreement.

11.4 TriTech further warrants and represents that the TriTech Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by TriTech to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling

the TriTech Software. (Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of paragraph 11.5.5, below, shall constitute the agreement of the parties with respect to viruses.) Client's sole remedy with respect to the foregoing warranty shall be to receive an Update to the TriTech Software that does not contain any of the above-described routines or devices.

11.5 If the TriTech Software is unable to function as warranted due to any one or more of the following factors, additional charges may be imposed by TriTech for actions necessary to correct or work-around such factors:

11.5.1 Unauthorized modification of the TriTech Software, System Software or Equipment by Client or a third party.

11.5.2 Misuse or neglect, including without limitation failure to use the TriTech Software as described in the Documentation, or other instructions provided by TriTech.

11.5.3 Software not provided by TriTech, not specified as compatible in the Documentation, or Client not following the procedures for loading third party software on a Workstation or Server as set forth in the Software Support Agreement and further defined in TriTech's System Planning Document.

11.5.4 Equipment which does not meet the configuration requirements specified in the Documentation, by failure of Client to provide and maintain the site and facility requirements described in Section 7.0 herein.

11.5.5 Computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up to date virus checking software and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the System including, but not limited to, Workstations or Servers. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, including TriTech Interfaces provided under this Agreement, and will, at its expense, reload said software (but not Client's data) on Client's Equipment. Client shall be responsible for reloading its data and, to that end, shall practice reasonable back-up procedures for the System to mitigate the consequences of any virus. TriTech will assist Client in reloading its data from the Client's backup media.

11.5.6 Equipment or software provided by third parties with which the TriTech Software interfaces or operates (including but not limited to system software), including but not limited to problems caused by changes in such equipment or software. If such changes occur which require modifications or other actions with respect to the TriTech Software, such modifications or actions shall (unless identified in Addendum A as a line item in this Agreement) be subject to the mutual written agreement of the parties, including but not limited to, additional charges by TriTech at its then current rates for engineering and technical support.

11.5.7 After the Warranty Period, TriTech's obligations with respect to operation of the items purchased and/or licensed hereunder shall be as specified in the Software Support Agreement.

11.5.8 If mapping information is supplied with the TriTech Software, TriTech makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the TriTech Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Client or the mapping database vendor to TriTech.

11.6 Problems in the TriTech Software or transmission of data caused by wireless services are not warranted by TriTech, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

11.7 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

11.8 Equipment, System Software and Subcontractor Hardware and Software, and any other items provided under this Agreement, if applicable, and not manufactured by TriTech (collectively "Third Party Items"). Third Party Items are warranted by the manufacturers or Vendors thereof, not by TriTech. TriTech shall pass through to Client any warranties on Third Party Items granted to it. If, during the warranty period for Third Party Items Client determines that they do not perform as warranted, Client shall contact TriTech using the procedures described in the Software Support Agreement. TriTech shall perform Help Desk functions by receiving calls and providing reasonable assistance to Client in determining the causes of the reported problem and in assisting Client in making claims under applicable third party warranties. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TriTech Software issue or an issue with a Third Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, TriTech will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led TriTech to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affects the operation of the TriTech Software and is not caused by a Client specific installation or configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution. Notwithstanding the foregoing, TriTech warrants that, during the Warranty Period for the TriTech Software, the TriTech Software shall be compatible with the Third Party Items (i.e., shall communicate, share data and otherwise work together without additional software or hardware not provided under this Agreement) provided that all Subsystem components are used and maintained by Client as specified or instructed by TriTech, or the respective Vendors thereof, provided further that such items have not been changed since the Delivery thereof such that the TriTech Software is no longer compatible without modification.

11.8.1 Notice: The design of keyboards, computer desks, chairs and other items in the workplace ("ergonomic characteristics") affect the comfort, efficiency and safety of such items with respect to people who use them. Such ergonomic characteristics are determined by the manufacturer of such items, and the manner of their use in the workplace. To the extent allowed by law, TriTech disclaims all warranties, express or implied, with respect to the ergonomic characteristics of said items.

**11.9 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRITECH MAKES AND CLIENT RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## **12.0 MAINTENANCE AND SOFTWARE SUPPORT**

12.1 Software support shall be provided in accordance with the Software Support Agreement to be entered into coincident with this Agreement. The initial term of annual Software Support for the TriTech Software shall begin upon the date of Go Live and end twelve (12) months thereafter, in accordance with the provisions of the Software Support Agreement.

## **13.0 DEFAULT AND TERMINATION**

13.1 TriTech may terminate this Agreement and the TriTech Software licenses granted herein at any time if (i) Client fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to TriTech, Client cures such failure within thirty (30) days after written notice of such failure by TriTech or (b) in other cases, Client cures such failure(s) within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, Client commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Client's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Except as set forth in this Agreement, any proper termination permitted by this Section 13.1 shall not affect TriTech's other rights or remedies under this Agreement, at law or in equity, or TriTech's to receive and retain the fees, charges and expenses earned hereunder up to the date of such termination.

13.2 Client may terminate this Agreement if (i) TriTech fails to comply with any material term or condition of this Agreement unless (a) TriTech cures such failure within thirty (30) days after written notice thereof from Client or (b) in the case of failures not reasonably susceptible to cure within thirty (30) days, TriTech commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) TriTech's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination and no successor or assignee is appointed who is ready, willing and able to assume and perform TriTech's executory obligations under this Agreement. Except as set forth in this Agreement, such termination shall not affect Client's other rights or remedies under this Agreement, at law or in equity.

13.3 Termination Without Cause. In the event that Client desires to terminate this Agreement without cause, Client shall provide thirty (30) days prior written notice to TriTech. In such event TriTech shall be paid for all fees and expenses earned under this Agreement up to the date of such termination. Any resumption of the Project shall be subject to negotiation of a new Agreement.

13.4 Termination Due to Lack of Funding. Should funding for this Agreement be discontinued, Client shall have the right to terminate the Agreement immediately upon written

notice to TriTech. In the event of termination under this provision, TriTech shall be paid for all fees and expenses earned under this Agreement up to the date of such termination. Any resumption of the Project shall be subject to negotiation of a new Agreement.

13.5 Upon termination, Client shall permanently remove and destroy all copies of the Software from its computer system, media, or other locations, destroy all copies of the Documentation and associated materials and certify to TriTech in writing that Client has performed said actions and has not retained or permitted others to retain any such copies whether on a computer system or Server, hard copy or CD-ROM, magnetic or other media, backup or archival copies, or otherwise. Upon termination, TriTech shall return any Client Confidential Information or Client owned data to Client.

## **14.0 LIABILITY**

14.1 TriTech shall indemnify, defend, save, and hold Client harmless from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission, or violation of applicable Federal or State Laws, rules, or regulations by TriTech, its employees, agents, contractors, or any subcontractor as a result of TriTech's or any subcontractor's performance pursuant to this Agreement; however, TriTech shall not be required to indemnify Client for any claims or actions caused to the extent of the negligence or wrongful act of Client, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Client, or its employees, agents or contractors, TriTech's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

14.2 Notwithstanding the foregoing, the total liability of TriTech for any claim or damage arising from or otherwise related to this Agreement, whether in contract, tort, by way of indemnification (except indemnification under section 16.0) or under statute shall be limited to direct damages which shall not exceed (i) the Contract Price or (ii) in the case of bodily injury, personal injury or property damage, the coverage limits of TriTech's insurance for such claims.

14.3 The total liability of Client for any claim or damage arising from or otherwise related to this Agreement, whether in contract, tort or under statute shall be limited to direct damages which shall not exceed (i) the Contract Price or (ii) in the case of bodily injury, personal injury, or property damage, the limitations on liability imposed by the Tennessee Governmental Tort Liability Act.

14.4 Except for actions for copyright, trade secret, intellectual property, or trademark infringement, no arbitration, action or proceeding arising out of any claimed breach of this Agreement or transaction may be brought by either party more than four (4) years after the cause of action has accrued.

**14.5 IN NO EVENT SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY**

**OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER A PARTY HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.**

## **15.0 INSURANCE**

15.1 Beginning at the start of TriTech's performance under this Agreement, and ending when TriTech is no longer providing to Client annual Software Support pursuant to a Software Support Agreement, TriTech shall maintain the following minimum insurance policies:

15.1.1 General Liability Insurance with coverage limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;

15.1.2 Workers' Compensation Insurance that complies with applicable statutory requirements;

15.1.3 Technology Errors and Omissions Insurance with coverage limits of \$1,000,000 per occurrence, \$2,000,000 aggregate; and

15.1.4 Third-Party Fidelity Insurance with coverage limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

15.2 Prior to the Client's execution of this Agreement, and from time to time thereafter upon renewal of any of the above-described policies of insurance, TriTech shall provide the Client with certificates of insurance evidencing the above coverages and naming the Client as an additional insured under the General Liability Insurance and certificate holder entitled to thirty (30) day's written notice following any cancellation, reduction, or change in coverage. TriTech shall also provide Client with a copy of the General Liability Insurance policy endorsement naming Client as an additional insured. In addition, TriTech shall have the duty to notify Client of any cancellation, reduction, or change in any of the above-required policies.

## **16.0 COPYRIGHT & TRADE SECRET INFRINGEMENT**

16.1 TriTech will at its expense defend, indemnify and hold Client harmless against any claim, action or proceeding by a third party ("Action" herein) for infringement by the TriTech Software of copyright or trade secrets. Client shall promptly notify TriTech in writing of such Action and reasonably cooperate with TriTech and its legal counsel in the defense thereof at TriTech's expense. TriTech may in its discretion (i) contest, (ii) settle, (iii) procure for Client the right to continue using the TriTech Software, or (iv) modify or replace the TriTech Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Notwithstanding the foregoing, in the event that any settlement (a) has a finding that Client is liable or at fault in any way for the alleged infringement and/or (b) includes any financial obligation or a monetary award that the Client would be liable to pay, such settlement shall be subject to the prior written approval of the Client. Client may participate in the defense of such Action at its own expense. If TriTech concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Client's use of the TriTech Software is permanently enjoined as a



result of a judgment of a court of competent jurisdiction in such Action, then TriTech will return to Client the TriTech Software license fee(s) paid by Client under this Agreement less a prorated portion of said fee(s) for Client's use of the TriTech Software (calculated by multiplying the ratio of the number of months of actual Use in Live Operations to sixty (60) months times the license fees paid) and the licenses granted in this Agreement shall terminate.

16.2 Notwithstanding the above, TriTech shall have no duty under this section 16.0 to the extent any claim, action or proceeding is caused by (i) System Software, Subcontractor Hardware or Software, or Equipment, (ii) modifications to the TriTech Software and/or Documentation not made by or under the direction or consent of TriTech, (iii) use of the TriTech Software to practice any method or process which does not occur wholly within the TriTech Software, or (iv) modifications to the TriTech Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Client. This section 16.0 states the entire obligation of TriTech regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

## **17.0 DISPUTE RESOLUTION**

17.1 The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, except as provided in Section 17.4, the parties agree to use the following procedure set forth in Sections 17.2 and 17.3 to attempt to resolve any dispute, controversy or claim arising from or relating to this Agreement or its breach before resorting to litigation. The term "Dispute" means any dispute, controversy or claim arising under or related to this Agreement.

17.2 At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute arising under this Agreement. The parties intend that these negotiations be conducted primarily by non-lawyer, business representatives. (However, the parties may be assisted by legal counsel in such negotiations.) The discussions shall be left to the discretion of the representatives. Upon their mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted, may be produced in discovery, and may, if otherwise admissible, be admitted in evidence in a lawsuit.

17.3 If the negotiations described above do not resolve the Dispute within sixty (60) days of the initial written request, either party may institute an action in a court of competent jurisdiction identified in Section 29.2.

17.4 Nothing in this Section 17.0 shall preclude either party from obtaining from a court of competent jurisdiction provisional relief such as a temporary restraining order or a preliminary injunction.

**17.5 THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY WITH RESPECT TO THIS AGREEMENT, AND THEY HEREBY WAIVE SUCH RIGHT.**

#### **18.0 SALES, USE AND PROPERTY TAX**

18.1 Client is exempt from State sales tax and will issue a tax exemption certificate to the TriTech if requested. Client shall not be responsible for any taxes that are imposed on TriTech. Furthermore, TriTech understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Client.

#### **19.0 SEVERABILITY**

19.1 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

#### **20.0 FORCE MAJEURE/EXCUSABLE DELAY**

20.1 Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond its reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond the party's reasonable control ("Excusable Delay" herein). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The party affected by an Excusable Delay hereunder shall provide written notice to the other party of such delay as soon as reasonably possible.

## **21.0 CONSTRUCTION AND HEADINGS**

21.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

## **22.0 WAIVER**

22.1 The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

22.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

## **23.0 NON-DISCRIMINATION; AFFIRMATIVE ACTION.**

23.1 It is the policy of the Client not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, TriTech certifies and warrants it will comply with this policy.

23.2 TriTech further acknowledges that the Client is a federal government contractor, and that by virtue of this Contract, TriTech qualifies as a federal government subcontractor under 41 CFR 60-1.3.. Therefore, in accordance with federal law, TriTech specifically acknowledges and agrees as follows:

**23.2.1 The Client and TriTech shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**

**23.2.2 The Client and TriTech shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

**23.2.3 The Client and TriTech shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors**

**to employ and advance in employment qualified individuals with disabilities.**

#### **24.0 MAINTENANCE OF RECORDS**

24.1 TriTech shall maintain documentation for all charges against Client. The books, records, and documents of TriTech, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Client or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

#### **25.0 MODIFICATION OF AGREEMENT**

25.1 This Agreement may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of Client's governing body may be required. Minor modifications to the Agreement may be executed by signature of the City Manager in lieu of Client's signatory hereto.

#### **26.0 PARTNERSHIP; JOINT VENTURE**

26.1 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. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

#### **27.0 COMPLIANCE WITH LAWS**

27.1 TriTech agrees to comply with all applicable federal, state and local laws and regulations.

#### **28.0 ENTIRE AGREEMENT**

25.1 This Agreement and its Addenda or Amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

#### **29.0 APPLICABLE LAW; VENUE**

29.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Tennessee without regard to its conflict of law provisions and not including the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable.

29.2 The parties agree that all exclusive venue for all disputes or claims concerning this

Agreement shall be instituted and prosecuted in the state courts located in Rutherford County, Tennessee or the U.S. District Court for the Middle District of Tennessee and each party irrevocably consents to personal jurisdiction before such courts and waives all objections thereto including, any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam jurisdiction.

### **30.0 ASSIGNMENT**

30.1 Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other party, which consent will not be unreasonably withheld. For purposes of this Agreement, it is agreed, but not by way of limitation, that TriTech's withholding of consent is not unreasonable if the proposed assignee is a person, company or other entity which competes with TriTech directly or indirectly, whether itself or through a parent, subsidiary, or entity which is owned or controlled by a competitor of TriTech. Further, TriTech may require the proposed assignee to execute and agree to be bound by this Agreement. Notwithstanding the foregoing, upon notice to Client, TriTech may assign this Agreement to the surviving party in a merger of TriTech with or into another entity without the need to obtain Client's consent.

### **31.0 NOTICES**

31.1 All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth herein, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To Client:

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

To TriTech:

TriTech Software Systems  
9477 Waples Street, Ste. 100  
San Diego, Calif. 92121  
Attn: Christopher D. Maloney,  
President and CEO

### **32.0 ORDER OF PRECEDENCE**

32.1 The following documents shall comprise the Agreement between the parties concerning the subject matter of this Agreement, and in the event of any dispute arising from or related to this Agreement, shall have the following order of precedence:

- A. Amendments to this Agreement;
- B. This Agreement and all Addenda and other documents attached to or incorporated by reference herein. In the event of a conflict between this Agreement and an Addendum, this body of this Agreement shall take precedence.

### **33.0 GENERAL TERMS**

33.1 TriTech and Client agree that TriTech is acting in the capacity of an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

33.2 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

33.3 This Agreement shall not become a binding contract until signed by an authorized officer of each party, and it is effective as of the date so signed.

33.4 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

33.5 The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement.

33.6 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

33.7 A facsimile of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement, generated by a facsimile machine (as well as a photocopy thereof) shall be treated as an original.

#### **SIGNATURE PAGE FOLLOWS**


**33.8 EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.**

**CITY OF MURFREESBORO**

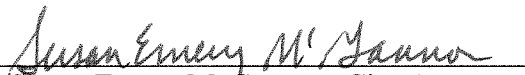
  
Accepted By (Signature)


  
Printed Name

  
Title

  
Date

**Approved as to form:**

  
Susan Emery McGannon, City Attorney


  
Adam F. Tucker, Assistant City Attorney

**TRITECH SOFTWARE SYSTEMS**

  
Accepted By (Signature)

Christopher D. Maloney  
Printed Name

President and CEO  
Title

  
Date



## ADDENDUM A

### CONTRACT PRICE AND PAYMENT MILESTONES

Except as otherwise noted, pricing for TriTech Software and Services is provided in accordance with TriTech's GSA Schedule GS-35F-0006U.

#### *TriTech Software License Fee(s) City of Murfreesboro- Open Market*

Inform CAD Software License Fee(s)	Unit Price	Qty	List Price	Credit	Total Price
Inform CAD Server Software (B 6-20 Positions)		1			
Inform CAD Position - Murfreesboro		11			
Inform CAD Position – Rutherford EMS		5			
Inform CAD Administration License (CAD monitor)		2			
Inform CAD Standard Operating Procedure		1			
Inform CAD Routing Server		1			
Inform CAD The GISLink Utility		1			
NCIC/State Message Switch		1			
Inform CAD Rotation Provider		1			
Standard ANI/ALI Interface		1			
Standard RMS to Inform CAD Premise Data Transfer Interface (One-way flow)		1			
Standard Alpha Numeric Paging Interface		1			
<i>Inform CAD Software License Fee(s) Subtotal:</i>					<b>\$38,700.00</b>

Inform Mobile Software License Fee(s)	Unit Price	Qty	List Price	Credit	Total Price
Inform Mobile Server Software (Positions)		1			\$0.00
Inform Mobile Base Position (with NCIC Access)		205			\$0.00
Inform Mobile Base Position		20			\$0.00
Inform Mobile Interface Server	included	1	included		\$0.00
<i>Inform Mobile Software License Fee(s) Subtotal:</i>					<b>\$0.00</b>

## ADDENDUM A (Continued)

### *TriTech Software License Fees - Rutherford County Sheriff*

SIN #	Product Code	Inform CAD Software License Fee(s)	Unit Price	Qty	Total Price
132-33 SW License	IN-SW-120015-001	Inform CAD the Archive Server Software	\$16,650.00	1	\$16,650.00
132-33 SW License	IN-SW-120007-001	Inform CAD Position	\$9,000.00	7	\$63,000.00
132-33 SW License	IN-SW-110001-001	Inform CAD Browser (A - 1-40 Concurrent Users)	\$9,000.00	1	\$9,000.00
132-33 SW License	IN-SW-120060-001	Standard Inform CAD to External System Incident Data Transfer Interface	\$13,500.00	1	\$13,500.00
132-33 SW License	IN-SW-120048-001	Standard EMD Integration	\$450.00	7	\$3,150.00
132-33 SW License	IN-SW-120033-001	NCIC/State Query Position for Inform CAD	\$450.00	7	\$3,150.00
132-33 SW License	IN-SW-120055-001	Standard ANI/ALI Interface Additional PSAP	\$2,700.00	1	\$2,700.00
<i>Inform CAD Software License Fee(s) Subtotal:</i>					<i>\$111,150.00</i>

SIN #	Product Code	Inform Mobile Software License Fee(s)	Unit Price	Qty	Total Price
132-33 SW License	IN-SW-170009-001	Inform Mobile Base Position with CJIS/NCIC Forms	\$900.00	90	\$81,000.00
<i>Inform Mobile Software License Fee(s) Subtotal:</i>					<i>\$81,000.00</i>

**TriTech Software License Fee(s) Total: \$192,150.00**

### *Custom Solutions – Rutherford County Sheriff*

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
Open Market Product	IN-SW-100069-001	Inform CAD Server Software -- Open Market Server Uplift		1	
Open Market Product	IN-SW-100069-001	Inform Mobile Server Software -- Open Market Server Uplift		1	

**Custom Solution(s) Total: \$31,500.00**

## Addendum A (continued)

### *TriTech Implementation Service Fee(s) – Murfreesboro- Open Market*

CAD & Mobile Project Service Fee(s)	Unit Price	Qty	List Price	Credit	Total Price
Installation services for Vision Customers: 1) Inform CAD Server; 2) Inform Mobile Server and Interfaces; 3) up to 3 Interface Servers - Production site only		1			
CAD User Training Course (Per class - 4-day class up to 10 students)		2			
CAD System Administration Training Course (Per student - 4-5 days at TriTech)		1			
CAD BA & Configuration services, including the following: 1- Four (4) remote configuration/review sessions for the duration of 2 hours each 2- One Validation Workshop at the customer site, for 4 days. (validation workshop) 3- Up to 40 hours of remote configuration services		1			
Onsite Go Live Support Services for CAD and Mobile (1 person - 2 days, single shift coverage)		1			
Systems Engineering Services for the configuration of ANI/ALI, Paging, and CAD to RMS Interfaces.		1			
BA Services for Configuration of Mobile (remote services only) (maximum 24 hours)		1			
Mobile Administration Training Course (Per class - 1-day up to 3 students)		1			
BA Services for Configuration of Mobile (onsite) (One day)		2			
Custom CAD Mapping Conversion Services (client supplied data)		1			
Mobile Train the Trainer Course (Per class - 1-day up to 3 students)		1			
Project Management		1			
Custom Mobile Mapping Conversion Services (client supplied data)		1			
Inform GISLink Training Course (3 day on-site)		1			
Estimated Travel Expenses					
<i>TriTech Project Service Fee(s) Subtotal</i>					<b>\$112,975.00</b>

## Addendum A (continued)

### *TriTech Implementation Service Fee(s)- Rutherford County Sheriff*

SIN #	Product Code	Inform CAD Implementation Service Fee(s)	Unit Price	Qty	Total Price
132-51 Professional Services	IT IN-SV-120034-001	Inform CAD Archive Server Configuration	\$1,890.00	1	\$1,890.00
132-51 Professional Services	IT IN-SV-120059-001	Disaster Recovery Interface Configuration: Standard Inform CAD to External System Incident Data Transfer Interface	\$2,160.00	1	\$2,160.00
132-51 Professional Services	IT IN-SV-120047-001	Disaster Recovery Interface Configuration: Standard ANI/ALI Interface (Inform CAD)	\$1,440.00	1	\$1,440.00
132-51 Professional Services	IT IN-SV-120028-001	Inform CAD Disaster Recovery Server Configuration	\$2,520.00	1	\$2,520.00
132-51 Professional Services	IT IN-SV-120046-001	Disaster Recovery Interface Configuration: Standard Alpha Numeric Paging Interface (Inform CAD)	\$1,440.00	1	\$1,440.00
132-51 Professional Services	IT IN-SV-190026-001	Inform CAD Browser Server Configuration	\$1,260.00	1	\$1,260.00
132-50 Training	IN-SV-120019-001	Inform CAD Supervisor Training (Five days, up to 10 students)	\$6,300.00	1	\$6,300.00
132-50 Training	IN-SV-120015-001	Inform CAD User Training Course (Per class - 4-day class up to 10 students)	\$5,040.00	3	\$15,120.00
132-50 Training	IN-SV-190009-001	Inform CAD and Mobile System Administration Training Course (Per student - 4-5 days at TriTech)	\$1,305.00	1	\$1,305.00
132-51 Professional Services	IT IN-SV-190076-001	Onsite Go Live Support Services for Inform CAD and Mobile (1 person - 2 days, 24 hour coverage)	\$7,650.00	1	\$7,650.00
132-51 Professional Services	IT IN-SV-120042-001	CAD Data Conversion Services (Caution Notes, Premises and Historical Data Conversion). This includes up to 2 years (8 quarters) of historical data from a single source. Over 2 years, or multiple data sources will require a custom quote.	\$36,000.00	1	\$36,000.00
132-51 Professional Services	IT IN-SV-120013-001	Inform CAD Business Analysis and Consultation Services	\$20,000.00	1	\$20,000.00
<i>Inform CAD Implementation Service Fee(s) Subtotal:</i>					<i>\$97,085.00</i>

### Addendum A (continued)

SIN #	Product Code	Inform Mobile Implementation Service Fee(s)	Unit Price	Qty	Total Price
132-51 IT Professional Services	IN-SV-170016-001	Inform Mobile Position Configuration (5 units)	\$1,575.00	1	\$1,575.00
132-51 IT Professional Services	IN-SV-170020-001	Inform Mobile Interface Server Configuration (per Interface Server)	\$1,575.00	1	\$1,575.00
132-50 Training	IN-SV-170014-001	Inform Mobile Train-The-Trainer (Per class - 1-day up to 8 students) 1 Day	\$1,620.00	1	\$1,620.00
132-50 Training	IN-SV-170015-001	Inform Mobile Administration Training Course (Per class - 1-day up to 3 students)	\$1,620.00	1	\$1,620.00
<i>Inform Mobile Implementation Service Fee(s) Subtotal:</i>					<b>\$6,390.00</b>

**TriTech Implementation Service Fee(s) Total: \$103,475.00**

***TriTech Project Related Fee(s) – Rutherford County Sheriff***

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
132-51 IT Professional Services	IN-SV-190002-001	Project Management Services	\$157.50	330	\$51,975.00
Open Market Product	IN-SV-100055-001	Inform Mobile System Configuration and BA services - Open Market for Custom Band		1	
Open Market Product	IN-SV-100055-001	Inform CAD System Orientation/Analysis - Open Market for Custom Band		1	
Open Market Product	IN-SV-100055-001	Inform CAD System Configuration & DOLF - Open Market for Custom Band		1	
Open Market Product	IN-SV-190035-001	Travel Expenses - Estimate (To be billed as incurred)		1	

**Project Related Fee(s) Total: \$133,225.00**

## Addendum A (continued)

### *Annual Software Support Fee(s) (Year 1) – Murfreesboro- Open Market*

Product Name	Support Level	Annual Maintenance Amount
Inform CAD & Mobile	24 x 7	\$145,544.00

### *Annual Software Support Fee(s) (Year 1) – Rutherford County*

SIN #	Product Code	Product Name	Unit Price	Qty	Total Price
132-33 SW License	IN-SW-110001-001-M-24	Inform CAD Browser (A - 1-40 Concurrent Users) - Maintenance 24x7	\$1,980.00	1	\$1,980.00
132-33 SW License	IN-SW-120007-001-M-24	Inform CAD Position - Maintenance 24x7	\$1,980.00	7	\$13,860.00
132-33 SW License	IN-SW-120015-001-M-24	Inform CAD the Archive Server Software - Maintenance 24x7	\$3,663.00	1	\$3,663.00
132-33 SW License	IN-SW-120033-001-M-24	NCIC/State Query Position for Inform CAD - Maintenance 24x7	\$99.00	7	\$693.00
132-33 SW License	IN-SW-120048-001-M-24	Standard EMD Integration - Maintenance 24x7	\$99.00	7	\$693.00
132-33 SW License	IN-SW-120060-001-M-24	Standard Inform CAD to External System Incident Data Transfer Interface - Maintenance 24x7	\$2,970.00	1	\$2,970.00
132-33 SW License	IN-SW-170009-001-M-24	Inform Mobile Base Position with CJIS/NCIC Forms - Maintenance 24x7	\$198.00	90	\$17,820.00
Open Market Product	IN-SW-100067-001	Inform CAD Server Maintenance - Open Market on Custom Band	\$990.00	1	\$990.00
Open Market Product	IN-SW-100067-001	Inform Mobile Server Maintenance - Open Market on Custom Band	\$5,940.00	1	\$5,940.00
132-33 SW License	IN-SW-190113-001	Inform CAD Disaster Recovery System Maintenance (C - 21-40 Users)	\$2,079.00	1	\$2,079.00
132-33 SW License	IN-SW-120055-001-M-24	Standard ANI/ALI Interface Additional PSAP – Maintenance 24x7	\$594.00	1	\$594.00

**Annual Software Support Fee(s) (Year 1) Total: \$51,282.00**

## Addendum A (continued)

### Contract Summary

#### Murfreesboro

TriTech Software	\$	38,700.00
TriTech Services	\$	112,975.00
First Year Annual Software Support	\$	145,544.00
Subtotal	\$	297,219.00

#### Rutherford County Sheriff

TriTech Software	\$	223,650.00
TriTech Services	\$	236,700.00
Initial Term of Annual Software Support (Begins at Go Live and ends 12 months thereafter)	\$	51,282.00
Initial Term of Annual Software Support discount		(51,282.00)
Year 2 Annual Software Support due 12 months from date of Go Live	\$	51,282.00
Subtotal	\$	511,632.00
Project Total	\$	808,851.00

## Addendum A (continued)

### Payment Milestones

Software and Services due at Contract Signature	\$ 122,405.00
Software and Services due at Installation (Production Site)	\$ 122,405.00
Software and Services due at Completion of DOLF (Production Site)	\$ 91,803.75
Software and Services due at Completion of Pre-Go Live End User Training	\$ 153,006.25
Software and Services Due at Go Live (Production Site)	\$ 61,202.50
Software and Services due at System Acceptance	\$ 61,202.50
Subtotal	\$ 612,025.00
Annual Software support fees for Year 1 due at Go Live	\$ 145,544.00
Annual Software support fees due 12 months from Go Live	\$ 51,282.00
Subtotal	\$ 196,826.00
Project Total	\$ 808,851.00

### INSTALLATION AT DESIGNATED LOCATION AND SHIPPING INSTRUCTIONS

Deliver To:

**Disaster Recovery Site**  
Rutherford County Sheriff's Office  
940 New Salem Hwy  
Murfreesboro, TN 37129-3340

**Production Site**  
Murfreesboro Police Department  
302 South Church Street  
Murfreesboro, TN 37130-3732

Client (Murfreesboro) is currently licensed to use the following TriTech Software applications, which licenses shall remain in effect. This Agreement does not include replacement or upgrade of the following:

Applications	
TN Tracs Accident to Inform RMS DMV Interface	Inform RMS Evidence and Bar Code 50-150K pop
Inform 50-150K pop	Inform RMS Intelligence, IA, Narcotics 50-150K pop
Inform RMS Server License 50-150K pop	Inform RMS Top Gun Barcode Interface
Inform RMS Workstation	Inform FBR Workstations
Inform RMS Auto Citation	Inform FBR Server License 50-150K pop
Inform RMS MNHS Base Package 50-150 K pop	Inform DataVault – annual subscription
Inform RMS Barcode Interface	Inform DataValut additional server backup – annual subscription
Inform RMS Equip Maint 50-150K pop	



## **ADDENDUM B**

### **STATEMENT OF WORK**

(ATTACHED)

The Statement of Work shall be treated as confidential information in accordance with TCA 10-7-504 (a) (18).

## **ADDENDUM C**

### **SYSTEM PLANNING DOCUMENT**

**(ATTACHED)**

The System Planning Document shall be treated as confidential information in accordance with TCA 10-7-504 (a) (18).



# Invoice

Invoice No  
299736

Date  
11/25/2020

Page  
1 of 6

Tritech Software Systems, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
Murfreesboro  
Murfreesboro Police, TN  
William Terry  
1004 North Highland Ave.  
Murfreesboro TN 37130-3732  
United States

**Ship To**  
Murfreesboro  
Murfreesboro Police, TN  
William Terry  
1004 North Highland Ave.  
Murfreesboro TN 37130-3732  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
7009	Murfreesboro		USD	Net 30	12/25/2020

Description	Units	Rate	Extended
Contract No. Q-16070			
1 Crimemapping.com Annual Subscription Fee - Annual Subscription Fee CrimeMapping Hosted Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$1,458.61	\$1,458.61
2 Field Ops - Fire/EMS Annual Subscription Fee - Annual Subscription Fee Field Ops (C - 101-250 Devices) Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$25,467.75	\$25,467.75
3 IQ CrimeView Advanced Reports Annual Subscription Fee - Annual Subscription Fee IQ CrimeView Advance Reports Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$2,692.35	\$2,692.35
4 Custom 3rd Party Recurring Annual Maintenance Fee - Annual Maintenance Fee Additional Server Backup Agents Annual Subscription Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$957.21	\$957.21
5 Std Inform CAD to Inform CAD Basic Interface (single side) A - Annual Maintenance Fee Vision CAD to Inform CAD Position (Murfreesboro PD) Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$29,415.26	\$29,415.26
6 Connectivity (Formerly Go to Assist) Annual Maintenance Fee - Annual Maintenance Fee Connectivity (Formerly Go to Assist) Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$441.00	\$441.00
7 IQ CrimeView Desktop License Annual Maintenance Fee - Annual Maintenance Fee CrimeView Dashboard Hosting Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$8,386.99	\$8,386.99
8 Inform CAD Disaster Recovery Position License Annual Maintenance - Annual Maintenance Fee Disaster Recovery Option 20GB Annual Subscription Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$2,488.75	\$2,488.75



# Invoice

Invoice No

299736

Date

11/25/2020

Page

2 of 6

Tritech Software Systems, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**

Murfreesboro  
Murfreesboro Police, TN  
William Terry  
1004 North Highland Ave.  
Murfreesboro TN 37130-3732  
United States

**Ship To**

Murfreesboro  
Murfreesboro Police, TN  
William Terry  
1004 North Highland Ave.  
Murfreesboro TN 37130-3732  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
7009	Murfreesboro		USD	Net 30	12/25/2020

	Description	Units	Rate	Extended
9	Inform FBR Server Software Annual Maintenance Fee - Annual Maintenance Fee FBR Server, 135 WS Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$18,155.64	\$18,155.64
10	Inform CAD Administrator Position License Annual Maintenance - Annual Maintenance Fee Inform CAD Administration License (CAD Monitor) Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$1,604.47	\$1,604.47
11	Inform CAD Browser Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Browser (A - 1-40 Concurrent Users) Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$2,406.71	\$2,406.71
12	Inform CAD Disaster Recovery System Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Disaster Recovery System Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$2,292.10	\$2,292.10
13	Inform CAD Disaster Recovery System Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Disaster Recovery System (6 21-40 Users) Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$2,527.05	\$2,527.05
14	Inform CAD Mapping Test or Training Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Mapping Test or Training Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$120.34	\$120.34
15	Inform CAD Rotation Provider Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Rotation Provider Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$2,674.12	\$2,674.12
16	Inform CAD Routing Server Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Routing Server Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$5,000.59	\$5,000.59



# Invoice

**Invoice No**  
299736

**Date**  
11/25/2020

**Page**  
3 of 6

Tritech Software Systems, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
Murfreesboro  
Murfreesboro Police, TN  
William Terry  
1004 North Highland Ave.  
Murfreesboro TN 37130-3732  
United States

**Ship To**  
Murfreesboro  
Murfreesboro Police, TN  
William Terry  
1004 North Highland Ave.  
Murfreesboro TN 37130-3732  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
7009	Murfreesboro		USD	Net 30	12/25/2020

	Description	Units	Rate	Extended
17	Inform CAD Server Software Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Server Software Maintenance: Start: 1/17/2021, End: 1/16/2022	1	\$1,203.35	\$1,203.35
18	Inform CAD Standard Operating Procedure (SOP) Annual Mainten - Annual Maintenance Fee Inform CAD Standard Operating Procedure Maintenance: Start: 1/17/2021, End: 1/16/2022	1	\$2,005.59	\$2,005.59
19	Inform CAD Test or Training System Annual Maintenance Fee - Annual Maintenance Fee Inform CAD Test or Training System Maintenance: Start: 1/17/2021, End: 1/16/2022	1	\$2,292.10	\$2,292.10
20	Inform CAD the Archive Server Software Annual Maintenance Fe - Annual Maintenance Fee Inform CAD the Archive Server Software Maintenance: Start: 1/17/2021, End: 1/16/2022	1	\$573.03	\$573.03
21	Inform CAD the Archive Server Software Annual Maintenance Fe - Annual Maintenance Fee Inform CAD the Archive Server Software Maintenance: Start: 1/17/2021, End: 1/16/2022	1	\$4,452.40	\$4,452.40
22	Inform CAD The GISLink Utility Position Annual Maintenance F - Annual Maintenance Fee Inform CAD The GISLink Utility Position Maintenance: Start: 1/17/2021, End: 1/16/2022	1	\$5,348.23	\$5,348.23
23	Inform Mobile Base Position Annual Maintenance Fee - Annual Maintenance Fee Inform Mobile Base Position Maintenance: Start: 1/17/2021, End: 1/16/2022	1	\$4,278.58	\$4,278.58
24	Inform Mobile Base Position Annual Maintenance Fee - Annual Maintenance Fee Inform Mobile Base Position (with NCIC Access) Maintenance: Start: 1/17/2021, End: 1/16/2022	1	\$54,819.33	\$54,819.33



# Invoice

Invoice No  
299736

Date  
11/25/2020

Page  
4 of 6

Tritech Software Systems, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: [Accounts.Receivable@centralsquare.com](mailto:Accounts.Receivable@centralsquare.com)

**Bill To**  
Murfreesboro  
Murfreesboro Police, TN  
William Terry  
1004 North Highland Ave.  
Murfreesboro TN 37130-3732  
United States

**Ship To**  
Murfreesboro  
Murfreesboro Police, TN  
William Terry  
1004 North Highland Ave.  
Murfreesboro TN 37130-3732  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
7009	Murfreesboro		USD	Net 30	12/25/2020

	Description	Units	Rate	Extended
25	Inform Mobile Base Position with CJIS/NCIC Forms Annual Main - Annual Maintenance Fee Inform Mobile Base with CJIS/NCIC Forms Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$6,685.29	\$6,685.29
26	Inform Mobile Interface License Annual Maintenance Fee - Annual Maintenance Fee Inform Mobile Interface Server Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$0.00	\$0.00
27	Inform Mobile Mapping Annual Maintenance Fee - Annual Maintenance Fee Inform Mobile Mapping Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$1,337.06	\$1,337.06
28	Inform Mobile Server Software Annual Maintenance Fee - Annual Maintenance Fee Inform Mobile Server Software Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$7,220.10	\$7,220.10
29	Inform Mobile Server Software Annual Maintenance Fee - Annual Maintenance Fee Inform Mobile Server Software Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$26,741.14	\$26,741.14
30	MNHS Annual Maintenance Fee - Annual Maintenance Fee MNHS Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$4,703.66	\$4,703.66
31	Inform Mobile Mapping Annual Maintenance Fee - Annual Maintenance Fee Mobile Mapping Support Fees Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$5,906.25	\$5,906.25
32	NCIC/State Message Switch Server Software - Inform RMS Annua - Annual Maintenance Fee NCIC/State Message Switch Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$16,044.68	\$16,044.68



# Invoice

**Invoice No**  
299736

**Date**  
11/25/2020

**Page**  
5 of 6

Tritech Software Systems, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
Murfreesboro  
Murfreesboro Police, TN  
William Terry  
1004 North Highland Ave.  
Murfreesboro TN 37130-3732  
United States

**Ship To**  
Murfreesboro  
Murfreesboro Police, TN  
William Terry  
1004 North Highland Ave.  
Murfreesboro TN 37130-3732  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
7009	Murfreesboro		USD	Net 30	12/25/2020

	Description	Units	Rate	Extended
33	Inform RMS Server Software Annual Maintenance Fee - Annual Maintenance Fee RMS Server, 10 WS, RMS Bar Coding, Equip mtc, Traffic, IA, #10101076 30 WS Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$22,583.40	\$22,583.40
34	Standard Alpha Numeric Paging Interface Annual Maintenance F - Annual Maintenance Fee Standard Alpha Numeric Paging Interface Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$2,406.71	\$2,406.71
35	Standard ANI/ALI Interface Annual Maintenance Fee - Annual Maintenance Fee Standard ANI/ALI Interface Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$2,406.71	\$2,406.71
36	Standard ANI/ALI Interface Annual Maintenance Fee - Annual Maintenance Fee Standard ANI/ALI Interface Additional PSAP Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$722.01	\$722.01
37	Standard ANI/ALI Interface Annual Maintenance Fee - Annual Maintenance Fee Standard ANI/ALI Interface Additional PSAP Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$722.01	\$722.01
38	Std Inform CAD to External System Incident Data Transfer Int - Annual Maintenance Fee Standard Inform CAD to External System Incident Data Transfer Interface (Zoll Fire) Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$3,610.06	\$3,610.06
39	Inform RMS TRACs Interface Annual Maintenance Fee - Annual Maintenance Fee TN Tracs Interface Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$3,518.34	\$3,518.34
40	Inform CAD Position Annual Maintenance Fee - Annual Maintenance Fee Vision CAD Server to Inform CAD Server (B 6-20 Positions) License Maintenance: Start:1/17/2021, End: 1/16/2022	1	\$8,022.35	\$8,022.35



# Invoice

**Invoice No**

299736

**Date**

11/25/2020

**Page**

6 of 6

Tritech Software Systems, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**

Murfreesboro  
Murfreesboro Police, TN  
William Terry  
1004 North Highland Ave.  
Murfreesboro TN 37130-3732  
United States

**Ship To**

Murfreesboro  
Murfreesboro Police, TN  
William Terry  
1004 North Highland Ave.  
Murfreesboro TN 37130-3732  
United States

<b>Customer No</b>	<b>Customer Name</b>	<b>Customer PO #</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
7009	Murfreesboro		USD	Net 30	12/25/2020

**Description****Units****Rate****Extended**

41	Inform CAD Mapping Annual Maintenance Fee - Annual Maintenance Fee CAD Mapping Support Fees Maintenance: Start: 1/17/2021, End: 1/16/2022	1	\$304.00	\$304.00
----	---	---	----------	----------

Please include invoice number(s) on your remittance advice,  
made payable to Tritech Software Systems

**Subtotal** \$293,995.32

**Tax** \$0.00

**ACH:**

Routing Number 121000358

Account Number 1416612641

E-mail payment details to: Accounts.Receivable@CentralSquare.com

**Invoice Total** \$293,995.32

**Check:**

12709 Collection Center Drive

Chicago, IL 60693

**Payments Applied** \$0.00

**Balance Due** \$293,995.32



## Software as a Service and Hardware Warranty Agreement

This Agreement is entered into and effective as of the 10 day of January 2018 ("Effective Date"), by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Utility Associates, Inc.**, a Delaware corporation ("Contractor").

This Agreement consists of the following documents:

- This document
- Utility Associates, Inc. Software as Service Agreement ("SaaS Agreement"), attached hereto as Exhibit A;
- Utility Rocket Hardware Warranty ("Warranty"), attached hereto as Exhibit B;
- Utility Associates, Inc. invoice dated July 1, 2017, attached hereto as Exhibit C; and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this document; and
- Third, the SaaS Agreement ("Exhibit A") and Warranty ("Exhibit B") as applicable in a particular instance; and
- Lastly, Third, Exhibit C and any additional invoices issued by Contractor and approved by City Council.

### 1. Duties and Responsibilities of Contractor.

#### 1.1 Contractor is engaged to:

- a. Provide City access to certain enterprise mobile device tracking and messaging software known as "RCM – Remote Configuration Management" and "Avail Web" in accordance with terms and conditions set forth in Exhibit A, except as such terms and conditions are superseded or modified by this document.
- b. Provide ongoing warranty service for all Utility Rocket Hardware, whether purchased directly from Contractor or from one of Contractor's authorized resellers, in accordance with the terms and conditions set forth in Exhibit B. All hardware covered by this warranty shall be identified (individually or collectively) in an invoice issued by the Contractor and a purchase order issued by the City on at least an annual basis.

#### 1.2 In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible to any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.

### 2. Term.

#### 2.1 The term of this Agreement commences on the Effective Date and expires on May 31, 2018, unless:

- a. extended annually by mutual agreement of the parties for up to four (4) additional one-year terms; or
- b. earlier terminated as set forth herein.

2.2. Termination. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination and surrenders all documentation relating to collection actions initiated. No fee will be due on collections received after the termination date regardless of when collection process is initiated and all collections received by Contractor after the termination date will be turned over to the City by the 10<sup>th</sup> of the month following the month in which they are collected or were received.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Compensation; Method of Payment.** The initial price for the software and warranty services price to be provided under this Agreement is set forth in the Price Proposal which reflects a total price of sixty-four thousand one hundred thirty-five and 50/100 dollars (\$64,135.50). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice for the software subscription and/or services which each payment represents. All invoices issued pursuant to this Agreement must be approved by City Council. Upon City Council's approval of any such invoice, the City agrees to pay Contractor after access to software and confirmation of continued warranty services has been provided. Invoices must bear the purchase order number.

4. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement

5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers'

compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

**6. Indemnification.**

6.1 Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

6.2 As provided in Tennessee Attorney General Opinion 93-01 and notwithstanding any provision in Exhibit A or any invoice issued pursuant hereto to the contrary, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

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

a. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

b. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

(1) Procure for the City the right to continue using the products or services.

- (2) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
    - (3) Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
  - c. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:  
  
If to the City of Murfreesboro:  
  
City Manager  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130  
  
If to Contractor:  
  
Utility Associates, Inc.  
ATTN: Ted M. Davis, President  
1484 Brockett Road  
Tucker, Georgia 30084
8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination; Affirmative Action.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy.

Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
  - b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
  - c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in

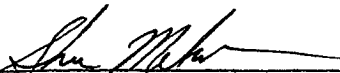
any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
31. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
18. **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.
19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
20. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

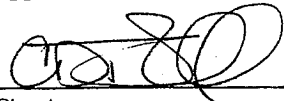
*[signatures appear on the following page]*

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


**CITY OF MURFREESBORO, TENNESSEE**

By:   
Shane McFarland, Mayor

Approved as to form:

  
City Attorney

**UTILITY ASSOCIATES, INC.**

By:   
Amanda A. Hance  
Its: CFO



## SOFTWARE AS A SERVICE AGREEMENT

This Utility Associates, Inc. Software as a Service Agreement (the "Agreement") is entered into between Utility Associates, Inc. ("UA"), a Delaware corporation having its principal place of business at 250 East Ponce de Leon Ave., Suite 600, Decatur, Georgia 30030, and

---

(the "Customer"). This Agreement shall be effective as of the date UA signs this Agreement (the "Effective Date"). The Parties agree as follows:

### ARTICLE 1-SCOPE OF SERVICES

**1.1.1 Access to Software.** UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "RCM – Remote Configuration Management", "DataSync", "AVaiL™", "AVaiL Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Customer; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Customer and the services described herein are collectively referred to as the "Service". Subject to Customer's payment of the applicable fees and Customer's compliance with the terms of this Agreement, Customer, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Customer's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Customer Administrator") an individual logon identifier and password ("Administrator Logon") for purposes of administering the Service. Using the Administrator's Logon, the Customer Administrator shall assign each Licensed User a unique logon identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Customer shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Customer shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such logon identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Customer and/or its Licensed Users are in material breach of this Agreement. Customer shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Customer or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Customer's and its Licensed Users' use of the Service. Customer acknowledges that the Service may contain devices to monitor Customer's compliance with the terms and restrictions contained herein and Customer's obligations hereunder.

**1.1.2 Operating Environment.** Customer is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

**1.1.3 Changes to Service.** UA may upgrade, modify, change or enhance ("Change") the Service and convert Customer to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Customer shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Customer is using under this Agreement, Customer will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Customer may elect to purchase the optional software modules for an additional fee; however, Customer has no obligation to do so.

**1.1.4 Help Desk.** Between the hours of 9:00 a.m. and 5:00 p.m., Eastern Standard Time, Monday through Friday excluding UA holidays ("UA Business Hours"), UA shall provide Customer support in the form of a Help Desk. Customers reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below. Outside of UA Business Hours, support calls are fielded by a 24 x 7 answering service and relayed to the on-call UA Support Staff.

#### **1.1.5 Uptime Commitment.**

a. **Availability.** The Service will be made available to Customer and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):



- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Customer's direction, UA restricting Customer's and its Licensed Users access to the Service.

b. **Commitment.** Customer is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Customer satisfying its obligations herein, UA guarantees that the Service will be available to Customer and its Licensed Users at least 98% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Customer a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

## ARTICLE 2-USE OF THE SERVICE

**2.1 Scope of Use.** Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Customer's payment of all applicable Fees, UA hereby grants to Customer a limited, a non-exclusive, non-assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Customer's and its affiliates' internal business purposes, on a computer or a computer network operated by Customer, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

**2.2 End User License Agreements.** The Licensed software may incorporate software under license from a third party. If the third party requires Customer's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Customer. In order to use the Service, Customer agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon installation or use of the Service. Customer's use of the Service subsequent to such notice(s) shall constitute Customer's acceptance of the EULA(s).

**2.3 Restrictions.** Customer and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

## ARTICLE 3-FEES AND PAYMENT TERMS

**3.1 Fees.** As a condition to the License granted pursuant to Section 2.1 above, Customer shall pay Software as a Service annual usage fees ("Fees"). Customer shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Customer shall reimburse UA for the amount of any such Taxes. If Customer fails to pay any undisputed Fees within thirty (30) business days of the date they are due, the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein.

**3.2 Time-and-Materials Service.** If Customer requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

**ARTICLE 4-REPRESENTATIONS AND WARRANTIES**

**4.1 Warranties.** Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to UA. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Customer shall promptly inform UA of such fact, and, as Customer's sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Customer, or (ii) terminate this Agreement and provide Customer, as Customer's sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Customer represents and warrants to UA that Customer and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

**4.2 Export Restrictions.** Customer represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Customer also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America and the State of Georgia). In particular, Customer represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Customer further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

**4.3 Warranty Disclaimer.** CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CUSTOMER'S NEEDS.

**ARTICLE 5-LIMITATION OF LIABILITY**

**5.1 General.** EXCEPT FOR INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY, THEIR PARTNERS, PRINCIPALS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOST REVENUE, LOST PROFITS OR ANTICIPATED BUSINESS ARISING FROM OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF OR THE SERVICE, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF INFORMATION OR DATA, HOWEVER CAUSED (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). EXCEPT FOR INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, THE AGGREGATE LIABILITY OF THE PARTIES WITH RESPECT TO ANY DAMAGES INCURRED IN ANY ONE YEAR PERIOD IN THE TERM FOR ANY OTHER DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF, OR THE SERVICE, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNTS RECEIVED BY OR OWED TO UA FROM CUSTOMER RELATING TO ITS USE OF THE SERVICE DURING SUCH ONE

YEAR PERIOD. EXCEPT FOR INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, THIS LIMITATION APPLIES TO ALL CAUSES OF ACTIONS OR CLAIMS IN THE AGGREGATE INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, CLAIMS FOR FAILURE TO EXERCISE DUE CARE IN THE PERFORMANCE OF UA'S SERVICES HEREUNDER, AND OTHER TORTS. FURTHER, NO CAUSE OF ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED HEREUNDER. CUSTOMER AND UA EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN REPRESENT THE PARTIES' AGREEMENT AS TO THE ALLOCATION OF RISK BETWEEN THE PARTIES IN CONNECTION WITH THIS AGREEMENT. THE PAYMENTS PAYABLE TO UA IN CONNECTION HERewith REFLECT THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES AND THE OTHER LIMITATIONS HEREIN.

**5.2 Indemnification.** Customer agrees to defend, indemnify, reimburse and hold harmless UA and its partners, principals, employees and agents with respect to any claim, demand, action, debt, loss, liability, cost and expense (including reasonable attorneys' fees, costs and expenses) arising *"in a reasonably foreseeable manner"* from breach of this Agreement or any of the representations, warranties, obligations, covenants or agreements herein by Customer or its affiliates, or by any of the agents, employees or Licensed Users thereof, or in connection with use of the Service by or through Customer or its affiliates or any Licensed User. *As used in the immediately preceding sentence, the term "reasonably foreseeable manner" means that a reasonable person familiar with this Agreement and the nature of the Service (including without limitation the use of such Service by other customers of UA), after careful consideration of the nature of the applicable breach of this Agreement or use of the Service, could have anticipated that the applicable claim, demand, action, debt, loss, liability, cost or expense might result from such breach or use.* UA shall indemnify, defend, reimburse and hold harmless Customer and its affiliates and the directors, officers, employees and agents of the foregoing with respect to any claim, demand, action, debt, loss, liability, cost and expense (including reasonable attorneys' fees, costs and expenses) to the extent based upon any third party claim (an "Infringement Claim") that the aspects of the Service that are proprietary to UA in the form originally licensed to Customer infringes any U.S. copyright or patent rights of any third party; *provided, however, that UA shall have no obligation pursuant to the foregoing to the extent based on or related to (i) any use of the Service in violation of this Agreement or the then-current documentation relating to the Service, (ii) any use of the Service in conjunction with any product, data, hardware or software not contemplated in the then-current documentation relating to the Service, (iii) any data or information of Customer or its affiliates, or (iv) any modifications to the Service made by anyone other than UA (unless otherwise authorized in writing by UA).* Moreover, *notwithstanding any provision hereof to the contrary, Customer's exclusive remedy for loss of use of the Service due to any Infringement Claim shall be to suspend its payment of Fees to UA hereunder for the period during which its use of the Service is actually prohibited by reason of such Infringement Claim, and UA shall have no liability for any other actual, special, incidental or consequential damages based on such loss of use.* The foregoing states the entire liability of UA with respect to any Infringement Claim, and Customer hereby expressly waives any other obligations or liabilities.

**5.3 Indemnification Procedures.** A Party seeking indemnification hereunder (an "Indemnified Party") shall give the Party from whom indemnification is sought (the "Indemnifying Party"): (i) reasonably prompt notice of the relevant claim; *provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure;* (ii) reasonable cooperation, at the Indemnifying Party's expense, in the defense of such claim; and (iii) the right to control the defense and settlement of any such claim; *provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party, settle or dispose of any claims in a manner that affects the Indemnified Party's rights or interest.* The Indemnified Party shall have the right to participate in the defense at its own expense.

## ARTICLE 6-CONFIDENTIAL INFORMATION

**6.1 Confidential Information.** As used herein, the term "Confidential Information" means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Customer or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its customers, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Customer can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Customer, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Customer on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Customer without violating any of its obligations under this Agreement.

**6.2 Non-Disclosure of Confidential Information.** Customer shall hold confidential all Confidential Information (as defined in Section 6.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Customer with the same degree of care as Customer uses for protection of its own confidential information, but no less than reasonable care. Customer may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Customer shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Customer shall certify in writing as to its compliance with the foregoing. Customer agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Customer shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Customer shall advise UA immediately in the event Customer learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA, and Customer will, at Customer's expense, cooperate with UA in seeking injunctive or other equitable relief in the name of Customer or UA against any such person. In the event Customer is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Customer shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Customer, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Customer: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Customer, its employees, or agents; (ii) to have been supplied to Customer after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

**6.3 Non-Disclosure of Customer Confidential Information.** Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Customer, (b) any information that derives economic value from not being generally known to persons other than Customer and its employees, and (c) any information that is the subject of efforts by Customer that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Customer in oral, graphic, written, electronic or machine readable form ("Customer Confidential Information") and shall not disclose or use such Customer Confidential Information without the express written consent of Customer. Customer Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Customer Confidential Information only to those of its employees who have a need to know the Customer Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Customer, UA shall promptly, at the option of Customer, either return or destroy all (or, if Customer so requests, any part) of the Customer Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Customer Confidential Information in a manner consistent with the maintenance of Customer's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Customer in identifying and preventing any unauthorized access, use, copying or disclosure of the Customer Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Customer immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Customer, and UA will, at UA's expense, cooperate with Customer in seeking injunctive or other equitable relief in the name of UA or Customer against any such person. Customer Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Customer to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Customer is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

**6.4 Passwords.** Any and all logon identifiers and passwords provided hereunder are deemed Confidential Information of UA. Customer and Licensed Users are responsible for maintaining the confidentiality of such logon identifiers and passwords. Customer agrees to (a) immediately notify UA of any unauthorized use of such logon identifiers or passwords or



any other breach of security pertaining to the Service, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA can not and will not be liable for any loss or damage arising from Customer's or any Licensed User's failure to comply with this Section 6.4.

**6.5 Term.** With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

#### ARTICLE 7-PROPRIETARY RIGHTS

**7.1 Proprietary Rights.** No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Customer hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

#### ARTICLE 8-TERM AND TERMINATION

**8.1 Term; Termination.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of one (1) year thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional one (1) year terms unless either party cancels such renewal by written notice to the other party at least sixty (60) days in advance of the expiration of the then-current term. Either party may immediately terminate this Agreement in the event that: (a) the other party breaches any material obligation, warranty, representation or covenant under this Agreement, (b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity, or (c) Customer has not used the Service for a consecutive six (6) month period. If timely payment of undisputed Fees is not received by its due date, UA reserves the right to either suspend or terminate Customer's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Customer will be obligated to pay any and all Fees due hereunder up through the date of such termination or expiration and UA shall have no further obligations to Customer. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

#### ARTICLE 9-MISCELLANEOUS

**9.1 Notices.** Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

**If to UA:**

Utility Associates, Inc.  
250 E. Ponce de Leon Ave  
Suite 700  
Decatur, GA 30030  
Attn: Ted M. Davis, President  
Fax: 404 795-0525  
E-Mail: tmd@utility.com

**If to Customer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9.2 Governing Law and Venue.** This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia (excluding any conflict of laws provisions of the State of Georgia). Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Fulton County, State of Georgia.

**9.3 UCITA Disclaimer.** THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

**9.4 Assignment.** Customer will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

**9.5 Force Majeure.** Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Customer's obligation to pay any of the Fees in accordance with Article 3 hereof. .

**9.6 Modifications.** All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Customer; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

**9.7 Waiver.** The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

**9.8 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

**9.9 Headings.** The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

**9.10 Entire Agreement.** This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

Signatures on the Following Page



IN WITNESS WHEREOF, UA and Customer have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

\_\_\_\_\_  
("Customer")

*M. Shane McFarland*  
By (Signature)

M. Shane McFarland  
Name (Print)

Mayor  
Title

2-15-18  
Date (the "Effective Date")

\_\_\_\_\_  
Utility Associates, Inc.,  
("UA")

*Amanda A. Havice*  
By (Signature)

Amanda H. Havice  
Name (Print)

CFO  
Title

1/15/18  
Date

## EXHIBIT B – HARDWARE WARRANTY



### ***Utility Rocket Hardware Warranty***

The Utility Rocket Hardware Warranty describes the warranty provided on Utility's Rocket manufactured devices. Under this agreement, Utility guarantees that its devices are free from defects, and agrees to replace any parts or devices that have not been broken under malicious intent or subjected to extreme conditions.

### **Who is covered?**

This limited hardware warranty extends only to the first consumer purchaser of the product, and is not transferable.

### **What does the limited warranty cover?**

Utility Associates (UA) warrants that UA "Products" (Products refers to the Rocket Vehicle Router, Rocket Lockers, Power Timers and Antennas) are free from defects in material and workmanship according to the following definitions, terms and conditions:

The limited warranty for Products is for ONE (1) year beginning on the date of sale of the Product to the original purchaser (Customer) of the product. The limited warranty is extended annually based upon payment of the RCM/AvailWeb annual fee for each subsequent year. The limited warranty is not assignable or transferable to any subsequent purchaser or user.

### **What will Utility Associates do?**

During the limited warranty period, UA will repair or replace, at UA's sole option, any defective parts or parts that will not operate for their intended use, with new or refurbished parts as needed. UA may also choose to replace entire units.

Utility manufactures all Products in Covington, GA and therefore inventories all parts on a constant basis. Under warranty, after a support ticket is opened there is a 23day advanced replacement for Hardware issues. For software issues an immediate response will be provided once a support ticket is opened. Utility Associates will replace parts or replace the total unit out of our home office located at 250 E Ponce De Leon Ave in Decatur, GA. Utility will pay for shipping of parts or whole unit replacement under an RMA.

Under no circumstances shall UA's liability under this limited warranty exceed the actual cash value of the Product at the time the Customer returns the product for repair, as determined by the price paid by the Customer for the Product less a reasonable amount for depreciation.



**This Warranty Does Not Apply to:**

- (a) **Consumable Parts**, such as batteries or protective coatings designed to diminish over time unless failure has occurred due to a defect in workmanship.
- (b) **Cosmetic Damage**, including but not limited to defects in appearance, cosmetic, decorative, or structural items including casing and nonoperative parts.
- (c) **Damage caused by use with nonUA products**. Defects or damage that result from the use of nonUA branded or certified Products, accessories or other peripheral equipment, including but not limited to: (I) an external cellular antenna was not connected to the Product when an external antenna "pigtail" connector was connected to a USB or PC Express Card cellular data card in the Product: (II) an unpowered cellular booster was connected to the Product when an external antenna "pigtail" connector was connected to the USB or PC Express Card cellular data card in the Product: (III) housings, parts or software are excluded from coverage.
- (d) **Damage caused by accident, abuse, misuse, or other external causes**: including but not limited to: (I) improper usage (e.g. use cases outside those explained in UA provided training), or neglect: (II) failure to attach antennas to all 2.4 GHz WiFi, 4.9 GHz and 5 GHz antennas connectors on the product: (III) damage caused by physical abuse exceeding MIL STD 810G temperature and vibration standards: (IV) exposure to improper operating environment including contact with liquids, water, rain, extreme humidity, heavy perspiration or other moisture: sand, food, dirt or similar substances (except for Products sold as resistant to such substances, but only to the extent the damage was not caused by incorrectly securing the product's protective elements or subjecting the Product to conditions beyond its stated specifications or limits): (V) intentional damage (e.g. pried from a dock or locker by force without unlocking the Product from the dock or locker): (VI) external causes or acts which are not the fault of UA including but not limited to flood, fire, earthquake, tornado or other acts of God, are excluded from coverage.
- (e) **Damage or intermittent operation caused by vehicle electrical system voltage sags or surges**, outside of the range of 10 to 18 volts DC: "momentary" subsecond vehicle voltage sags below 10 volts DC during vehicle crankingb installation without 5amp fuse protectionb blown fusesb improper connection of any electrical power supplyb improper groundingb or interference from other electrical devices or radios in the vehicle.
- (f) **Faulty installation by a third party installer**.
- (g) **Unauthorized service or modification**. Defects or damage resulting from service testing, adjustment, installation, maintenance, alteration or modification in any way, including but not limited to tampering with or altering the software, by someone other than UA, or its authorized service centers are excluded from coverage. Notwithstanding the forgoing, any Product which has had its operating system altered, including any failed attempts to unlock the operating system, is not covered by this warranty, regardless of whether such modifications are authorized, approved or otherwise sanctioned by UA.
- (h) **Normal wear and tear or otherwise due to the normal aging of the Product**.



# INVOICE

## Utility

Utility Associates Inc  
250 East Ponce De Leon Avenue  
Suite 700  
Decatur GA 30030  
(404) 816-0300  
www.utility.com

Date 7/1/2017  
Invoice # 22221  
Customer Murfreesboro TN Police  
Terms Due on receipt  
Due Date 7/1/2017  
PO # Per Bill Terry  
Sales Rep McKeeman, David S  
Created From Sales Order #10514  
Disc. Amt.  
Shipping Method  
Tracking #  
Ship Date 7/1/2017

### Bill To

Bill Terry  
wterry@murfreesborotn.gov  
Murfreesboro TN Police

### Ship To

Bill Terry  
MURFREESBORO POLICE DEPA...  
302 SOUTH CHURCH STREET  
MURFREESBORO TN 37130

Item	Description	Qty Ordered	Qty Shipped	Back Ordered	Price Each	Amount
SS-G-101	*RENEWAL* Remote Configuration Management (RCM), AVAILWeb and Hardware Warranty - Period 7/1/17-5/31/18	171	171	0	338.00	57,798.00
SS-G-101	*RENEWAL* Remote Configuration Management (RCM), AVAILWeb and Hardware Warranty - Period 10/1/17-5/30/18	25	25	0	253.50	6,337.50
For inquiries, please use the following contact info: ~New Orders - orders@utility.com ~Existing Orders - insidesales@utility.com ~Accounting - accounting@utility.com  Any other questions may be directed to 404-816-0300  Wiring Instructions: Square 1 Bank 406 Blackwell Street, Suite 240 Durham, NC 27701 ABA #053112615  Utility Associates, Inc. Account #2180837						

Total Amount Due 64,135.50  
\$64,135.50



# Sales Quote

Utility Associates Inc  
250 East Ponce De Leon Avenue  
Suite 700  
Decatur GA 30030  
(800) 597-4707  
www.utility.com

Customer	Murfreesboro TN Police
Date	11/23/2020
Sales Quote#	13056-R
Expires	12/15/2020
Sales Rep	Chiera, Vincent
PO#	
Terms	Net 30

**Bill To**

Chief Michael Bowen  
wterry@murfreesborotn.gov  
Murfreesboro Police Department

**Ship To**

Murfreesboro TN Police  
1004 N Highland Avenue  
Murfreesboro, TN 37130

Item	Description	Quantity	Price Each	Amount
SS-G-101	Rocket Systems - Remote Configuration Management (RCM), AVaiLWeb and Hardware Warranty, Limited Software Support - to 05/31/2021 - Original Purchase on SO 19272-R	164	\$507.00	\$83,148.00
IOTCOM-S-4001	AVaiL Web SaaS for Rocket IoT Communications - 1 Year- to 05/31/2021 - Original Purchase on SO-12416 and 12415	37	\$360.00	\$13,320.00

<b>Subtotal</b>	\$96,468.00
<b>Sales Tax (0%)</b>	\$0.00
<b>Total</b>	\$96,468.00

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details.

Please forward all inquiries to [insidesales@utility.com](mailto:insidesales@utility.com)

# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** REC Pro Rollins Contract Renewal  
**Department:** Solid Waste  
**Presented by:** Russell Gossett, Director of Solid Waste  
**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 renewal for REC Pro for brush and limb services.

## Staff Recommendation

Approval to renew the contract with Rollins for brush and limb collection to total \$1,179,600 per year.

## Background Information

Current contract for brush and limb collection with REC Pro ended January 8, 2021. This contract is automatically renewable for two additional one-year periods per the contract and mutual agreement between the City and Rollins. Should the City exercise this option for renewal, the contract as renewed shall be valid for one year, not to exceed three years, including renewals. This contract serves 35,046 citizens and collects 3,200 tons of yard waste monthly.

## Council Priorities Served

*Maintain public safety*

This renewal will allow for continued brush and limb collection, allowing City streets to be free of debris.

## Fiscal Impact

The annual contract services are listed in FY21 Budget totaling \$1,179,600. July-December incurred expenses relate to the 2020 contract, dated January 9, 2020. This contract will extend through January 8, 2022. The remaining contract appropriation (\$589,800) will be presented in the FY22 budget.

## Attachments

1. Signed Contract for limb, brush and yard waste collection services.
2. Signed renewal letter from Rollins.

# **ROLLINS EXCAVATING CO., LLC.**

1468 Middle Tennessee Blvd., Murfreesboro, TN 37130

January 25, 2021

City of Murfreesboro  
Attn: Raymond Hillis  
P.O. Box 1139  
Murfreesboro, TN 37133-1139

RE: Annual Limb, Brush and Yard Waste  
Curbside Collection Services

Dear Mr. Hillis,

Please be advised that Rollins Excavating Co., LLC hereby requests renewal of the annual Limb, Brush and Yard Waste Curbside Collection Services contract for 2021. In the event that any additional information is required concerning this matter, please do not hesitate to contact us.

It has been a pleasure conducting business with the City of Murfreesboro during the duration of our contract and we hope to continue to be of service to the City for the next term.

Sincerely,

Jay Beebe, General Superintendent  
Rollins Excavating Co., LLC

# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** Asphalt Purchases Report

**Department:** Water Resources

**Presented by:** Darren Gore

**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 purchases.

**Staff Recommendation**

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

**Background Information**

Purchases of asphalt are made throughout the month and reported with MWRD's O&M's 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 safe drivability of roadways affected by water resources operations focuses on customer service.

**Fiscal Impacts**

The overall costs associated with asphaltic material purchases for these O&M projects are in the range of \$150,000 to \$175,000 per year. Costs are appropriately budgeted.

**Attachments**

Asphalt Purchases Report

## MWRD - OPERATIONS & MAINTENANCE

### Asphalt Quotes FY 2021

	Blue Water		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$65.00	\$75.00	\$54.50	\$62.50	\$55.22	\$63.13	
Aug	\$65.00	\$75.00	\$53.50	\$61.50	\$54.17	\$62.06	
Sep	\$65.00	\$75.00	\$53.50	\$61.50	\$54.03	\$61.97	
Oct	\$65.00	\$75.00	\$53.50	\$61.50	\$53.93	\$61.83	
Nov	\$65.00	\$75.00	\$53.85	\$61.75	\$53.79	\$61.65	
Dec	\$65.00	\$75.00	\$53.75	\$61.75	\$53.58	\$61.37	
Jan							
Feb							
Mar							
Apr							
May							
Jun							

## MWRD OPERATIONS & MAINTENANCE

## Asphalt Purchases FY 2021

[illegible]



# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** Liberty's Station Water and Sewer Connection Fee Approval

**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**

Recommended approach to determine a mixed-use commercial facility's initial water and sewer connection fee and timeline for future evaluation of water and sewer consumption.

**Staff Recommendation**

Approve initial assessment fee of one single-family unit and 12 to 18 months timeframe for future evaluation and fee reassessment.

**Background Information**

Liberty's Station is a proposed commercial redevelopment of an existing facility (approximately 7,500 square feet) that will include event seating space, food preparation and dishwashing, car detailing, food truck service and storage.

City code states that connection fees will be based on \$1,200 for every 260 gallons per day of water and \$2,550 for every 260 gallons per day of sewer when the facility use isn't defined in the Code's standard customer description table. Liberty's Station qualifies under this clause of the water and sewer ordinance. Therefore, fees for the proposed Liberty's Station are proposed to equal one single-family unit equivalent based on the different uses within the building (See Exhibit 1: Use and Occupancy Classification).

Additionally, staff recommends that after 12 to 18 months of water usage when the facility has been fully operational, the Department will audit the actual water and sewer usage and potentially charge additional connection fees if the facility is using more than one single-family unit equivalent (260 gallons per day).

**Council Priorities Served**

*Improve economic development*

Assessing redevelopments a minimum fee and allowing consumption of water and sewer to be determined in a future audit minimizes front-end expenses and incentivizes redevelopment and improves economic development opportunities.

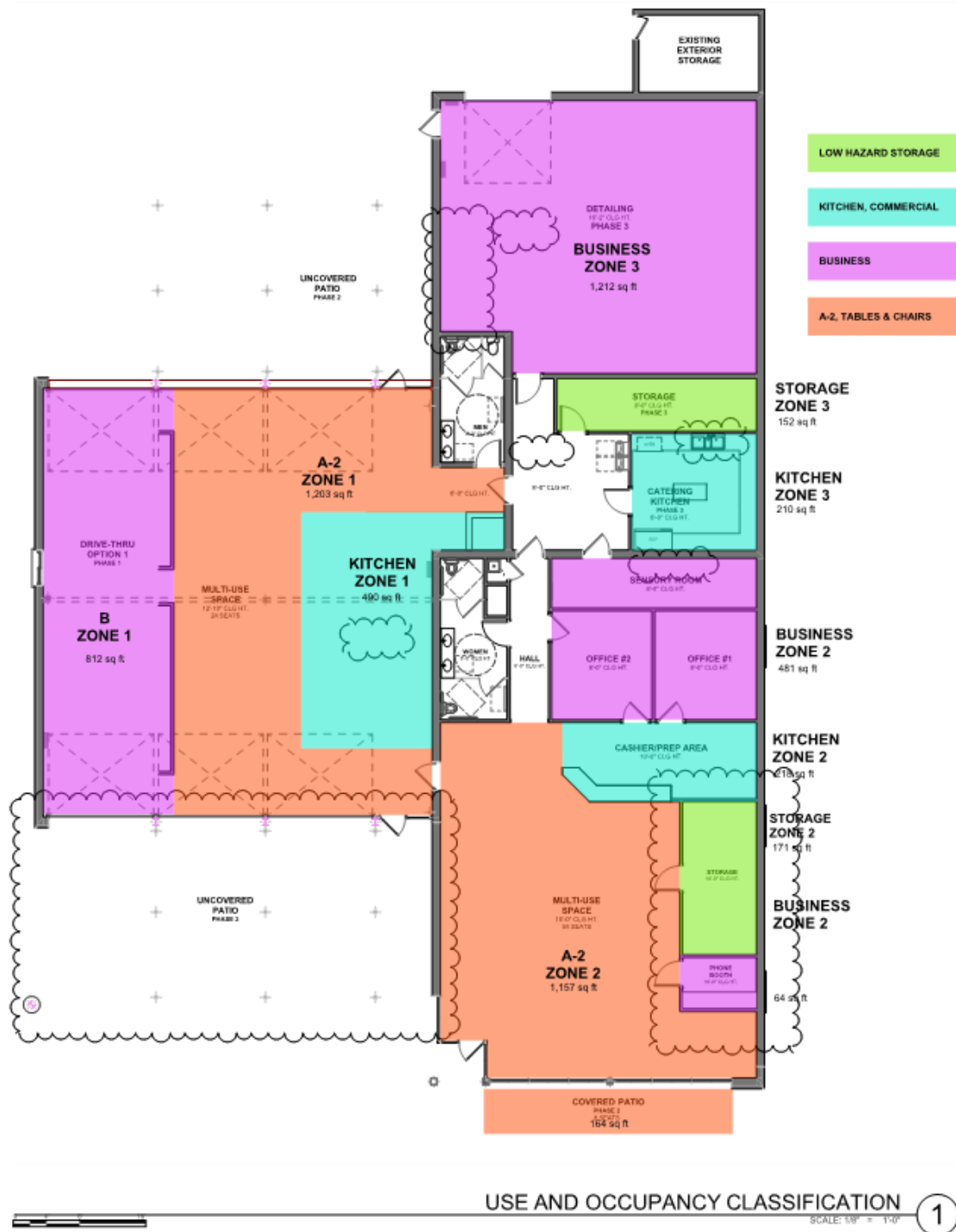
**Fiscal Impact**

Tap revenue in the amount of \$3,550 will be collected at the Water Resources Department. General fund revenues will be enhanced from property and sales tax resulting from redevelopment improvements.

**Attachments**

Exhibit 1: Use and Occupancy Classification

## Exhibit 1: Use and Occupancy Classification



# COUNCIL COMMUNICATION

Meeting Date: 2/4/2021

---

**Item Title:** O&M Vehicle Purchase

**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**

Purchase a 2021 Ford F-350 Super Cab 4x4

**Staff Recommendation**

Approve the purchase of a Ford F-350 Super Cab 4X4 in the amount of \$69,600 from Ford of Murfreesboro, Inc.

**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 Ford.

**Council Priorities Served**

*Responsible budgeting*

By utilizing the statewide contract, the department benefits from competitive pricing.

**Fiscal Impacts**

Funding for the purchase of the work truck was approved within the FY 2021 Rate Funded Capital Budget for \$70,000. O&M received a quote of \$69,600 which is under budget by \$400.

**Attachments**

1. Ford of Murfreesboro Quote
2. Contract #64470 – SWC# 209 - Vehicles

## Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

## SALES QUOTATION

Statewide Contract 209/64470

TO:

City of Murfreesboro

DATE	1/12/2021
F.O.B.	
TERMS	30 Days ARO
DELIVERY	TBD
NUMBER	MUR007

*We are pleased to quote you the following:*

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
X3B	1	Ford F-350 Super Cab 4x4, Diesel	\$39,151.00	\$39,151.00
OPT	1	Additional Options	\$30,449.00	\$30,449.00
		Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.		
Total Price			\$69,600.00	\$69,600.00

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



QUOTE SIGNED

January 12, 2021

DATE



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

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

TT of F Murfreesboro Inc.  
1550 NW Broad St  
Murfreesboro, TN 37129

Vendor ID: 0000141024

**Contract Number: 0000000000000000000064470**

Title: SWC# 209 - Vehicles

Start Date : October 07, 2019 End Date: September 30, 2021

Options to Renew: 0

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

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

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

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

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

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone: 615-741-5971  
Fax: 615-741-0684

Line Information

**Line 1**

Item ID: 1000179934  
*Police, Vehicles, Ford, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 2**

Item ID: 1000179935  
*Sedans, Ford, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 3**

Item ID: 1000179936  
*Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 4**

Item ID: 1000179937  
*Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 5**

Item ID: 1000179938  
*Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 6**

Item ID: 1000179939  
*Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 7**  
Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

APPROVED: \_\_\_\_\_ BY: \_\_\_\_\_  
CHIEF PROCUREMENT OFFICER PURCHASING AGENT DATE



# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** Water/Wastewater Mechanical/Electrical Services Contract Task Order No. 20-09

**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**

Task Order for Water/Wastewater Mechanical/Electrical Services Contract to replace failing 1,500-gallon chemical tanks with new 2,050-gallon tanks at the Stones River Drinking Water Treatment Plant.

**Staff Recommendation**

Approve Task Order 20-09 for Water/Wastewater Mechanical/Electrical Services Contract.

**Background Information**

The existing CIP tanks were installed in 2008 and are a part of the Pall membranes used to filter the water at the Stones River Water Treatment Plant. The CIP tanks hold chemicals used for cleaning the membranes. One tank is for sodium hydroxide (caustic soda) and the other is to hold citric acid (acid).

A few months ago, one of the tanks developed a leak and the other tank is showing signs of excess wear. As a result, MWRD needs to replace both tanks.

John Bouchard & Sons was asked to provide a task order to remove one sodium hydroxide bulk tank and one citric acid bulk tank each size 1,500 gallons and replace each tank with 2,050-gallon size tanks. The Scope of Work also includes modification of the piping to new locations as a result of the increase in the size of the tanks.

**Council Priorities Served**

*Responsible budgeting*

MWRD is exercising responsible budgeting through utilization of existing contract.

*Maintain public safety*

MWRD ensures that equipment is properly maintained to provide quality water to customers.

**Fiscal Impact**

The project cost is \$35,035. The cost of this project was not in the FY21 budget. If approved, funding would come from reserves.

**Attachments**

JBS Task Order 20-09 CIP Tank Replacement



...

**TASK ORDER NO. 20-09**  
**January 15, 2021**

**BETWEEN**

**JOHN BOUCHARD & SONS COMPANY AND CITY OF MURFREESBORO**  
**Acting by and through the Murfreesboro Water and Sewer Department**

**UNDER**

**Water/Wastewater System Mechanical/Electrical Services Contract**

**DATED**

**June 6, 2020 thru June 6, 2021**

**FOR**

**CIP Tank Replacement at WTP**

***Task Order No. 20-09***

***CIP Tank Replacement at WTP***

**BACKGROUND**

JBS has been asked to remove (1) sodium hydroxide and (1) citric acid tanks and install new owner furnished tanks, re-work piping as needed for new tank install.

**SCOPE OF WORK**

Labor and materials by JBS to remove existing tanks, install new tanks, and raise all existing piping to accommodate new owner-furnished tanks. This includes, 6" sch. 80 PVC supply piping and fittings from existing pumps to tank. New 4" sch. 80 PVC return, overflow, and vent pipe and fittings. New 2" sch. 80 PVC pipe and fittings on citric acid and sodium hydroxide drops to tanks. Includes lift rental and rigging subcontractor. Note that we include Teflon-lined chemical resistant flex connectors (Qty: 4).

**FISCAL IMPACT****Murfreesboro Service Contract Rate Sheet - 2021**

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	12	\$75.00	\$900.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)		\$67.00	\$0.00
Superintendent (OT)		\$100.50	\$0.00
Pipefitter/Welder (RT)	112	\$52.00	\$5,824.00
Pipefitter/Welder (OT)		\$78.00	\$0.00
Sprinkler Fitter (RT)		\$44.00	\$0.00
Sprinkler Fitter (OT)		\$66.00	\$0.00
Electrician (RT)		\$52.00	\$0.00
Electrician (OT)		\$78.00	\$0.00
Apprentice/Helper (RT)	112	\$37.00	\$4,144.00
Apprentice/Helper (OT)		\$55.50	\$0.00
Expediter/Delivery (RT)		\$29.00	\$0.00
Expediter/Delivery (OT)		\$43.50	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Mini/Midi Hammer		\$10.00	\$0.00
Variable Reach Forklift		\$27.00	\$0.00
Pickup Truck	112	\$15.00	\$1,680.00
Scissor Lift	80	\$19.00	\$1,520.00
Skid Steer		\$25.00	\$0.00
Boom Man Lift	80	\$29.00	\$2,320.00
Cat 420D Backhoe		\$34.00	\$0.00

Materials & Subcontractors		
American Pipe	pipe & fittings	\$6,400.00
Sentry Steel	crane& rigging	\$6,460.00
American Pipe	4 flex connections	\$3,760.00
Lowes	poly tube	\$332.22
Markup on Material & Subcontractors	10.00%	\$1,695.22

**TOTAL ESTIMATE****\$35,035.44**

Contractor:

John Bouchard and Sons Company

By: David Proctor IVName: David ProctorTitle: Project ManagerDate: 1/15/21

City:

City of Murfreesboro

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

Name: Shane McFarlandTitle: Mayor

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

Approved as to Form:

Adam F. Tucker, City Attorney**CONTRACTOR NOTICE CONTACT INFORMATION**

John Bouchard and Sons Company

Mailing address 1024 Harrison St.  
Nashville, TN 37203Phone number 615-256-0112Fax number 615-256-2427Company Contact David ProctorE-mail David.Proctor@jbouchard.com**CITY NOTICE CONTACT INFORMATION**

Murfreesboro Water and Sewer Dept.

Mailing address 300 NW Broad St.  
Murfreesboro, TN 37130Phone number 615-890-0862Fax number 615-896-4259Company Contact Darren GoreE-mail dgore@murfreesborotn.gov

# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**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. November 7, 2019 (Public Comment)
2. November 7, 2019 (Regular Meeting)
3. November 13, 2019 (Regular Meeting)
4. November 21, 2019 (Regular Meeting)
5. December 5, 2019 (Special Meeting-MED)
6. December 5, 2019 (Regular Meeting)
7. December 19, 2019 (Public Comment)
8. December 19, 2019 (Regular Meeting)
9. January 9, 2020 (Regular Meeting)
10. January 15, 2020 (Regular Meeting)
11. January 30, 2020 (Regular Meeting)

November 7, 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, November 7, 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  
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, discussed with the Council the importance of impact fees and what a beneficial tool they can be to the growth of the City. He asked the Council to consider what effect impact fees could have on the City's growth and on overcrowded schools.

Mayor McFarland adjourned this session of the public comment meeting at 6:38 p.m.

---

SHANE MCFARLAND - MAYOR

ATTEST:

---

MELISSA B. WRIGHT - CITY RECORDER



November 7, 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, November 7, 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  
David Ives, Deputy City Attorney  
Melissa Wright, City Recorder/  
Finance Director  
Darren Gore, Assistant City Manager/  
Utility Enterprise  
Gary Whitaker, Assistant City Manager/  
Development and Coordination  
Sam Huddleston, Executive Director Development Services  
Pam Russell, Human Resources Director  
Matthew Blomeley, Acting Planning Director  
Russell Brashear, Assistant Transportation Director  
Joshua Miller, Administrative Assistant

Mayor McFarland commenced the meeting with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. FY 2020 City Manager Approved Budget Amendments (Finance)
2. Habitat for Humanity Sub-Recipient Agreement (Community Development)
3. Network and Computer Security Service (Information Technology)
4. Purchase of a 27 Yard Automatic Side Loader (Solid Waste)
5. Purchase of 2020 Ford F-350 Crew Cab 4x2 (Transportation)
6. Asphalt Purchases Report (Water Resources)
7. Commercial Painting Inc. Contract Change Order No. 1 (Water Resources)
8. FY 2019 Cost of Service and Rate Study (Water Resources)
9. Pall Membrane SCADA PC Software Upgrades (Water Resources)
10. Installation of Six WRRF Variable Frequency Drives (Water Resources)  
(Insert letters from Finance, Community Development,  
Information Technology, Solid Waste, Transportation  
& Water Resources (5) here.)

Mayor McFarland announced that Item No. 2 on the Consent Agenda was pulled and combined with Item No. 16 on the Agenda.

Mr. LaLance made a motion to approve the amended Consent Agenda. 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 November 7, 2019 here regarding amending the Marketplace at Savannah Ridge PUD along Shelbyville Pike.)

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]," which passed first reading on October 24, 2019, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, 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-36 here.)

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

(Insert letter dated November 7, 2019 here regarding rezoning approximately 26.2 acres located along Cherry Lane.)

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]," which passed first reading on October 24, 2019, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Martin, 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  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

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

(Insert ORDINANCE 19-OZ-37 here.)

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

(Insert letter dated November 7, 2019 here with regards to  
Plan of Services, annexation, and zoning for property  
located along Asbury Lane and Asbury Road.)

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]," which passed first reading on October 24, 2019, 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  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shane McFarland

Nay: Rick LaLance  
Eddie Smotherman

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

(Insert ORDINANCE 19-OZ-38 here.)

Mayor McFarland commented that, due to the traffic concerns in the area, he would like staff to reopen discussions with the property owner to potentially use their property to improve roadways in the area.

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

(Insert letter dated November 7, 2019 here with regards to  
MWRB Member Compensation Increase.)

An ordinance, entitled "ORDINANCE 19-O-35 amending the Murfreesboro City Code, Chapter 2, Administration, Section 2-77, regarding Water Resources Board compensation," increasing the compensation amount from \$100.00 to \$300.00, was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, seconded by Mr. Martin. Upon roll call said ordinance was passed on first reading by the following vote:

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

Abstain: Madelyn Scales Harris  
Kirt Wade

Nay: None

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

(Insert letter dated November 7, 2019 here with regards to rescheduling a public hearing for a zoning application to rezone approximately 122.19 acres along Cason Trail, Eastview Drive and Racquet Club Drive to PUD from December 5, 2019 to January 9, 2020.)

The following RESOLUTION 19-R-PH-43 was read to the Council and offered for adoption upon motion made by Vice-Mayor Scales Harris, 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-PH-43 fixing the time for holding a Public Hearing on January 9, 2020 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 Community Development Director was presented to the Council:

(Insert letter dated November 7, 2019 here with regards to Affordable Housing Program at 511 East Sevier Street.)

Mr. Sam Huddleston, Acting Community Development Director, presented the request of the Community Development Department to approve the expenditure of \$10,000 for down payment assistance using Community Development Block Grant (CDBG) funds for a new home constructed at 511 East Sevier Street.

Mr. Wade made a motion to approve the expenditure of CDBG funds in the amount of \$10,000. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated November 7, 2019 here with regards to Habitat for Humanity Sub-Recipient Agreement.)

Mr. Sam Huddleston, Acting Community Development Director, presented the request of the Community Development Department to approve the Sub-Recipient Agreement with Habitat for Humanity in the amount of \$200,000, funded from CDBG, for

funding of off-site sewer improvements to serve a proposed low-income and moderate-income housing development on Twin Oaks Drive.

Mr. Smotherman made a motion to approve the Sub-Recipient Agreement for Habitat for Humanity in the amount of \$200,000. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated November 7, 2019 here with regards  
to Employee Handbook Policy 1014 – Reimbursement  
for Use of Personal Automobile on City Business.)

Ms. Pam Russell, Human Resources Director, presented the request of the Human Resources Department to revise Section 1014 of the Employee Handbook to remove the additional personal insurance requirements that employees, who drive City vehicles, are required to have per Section 1014 as they are unnecessary and burdensome. Mr. Shacklett believed the revision should be amended to include the Administrative Staff through Assistant Department Directors.

Mr. LaLance made a motion to revise Section 1014 of the Employee Handbook and amend to include Administrative Staff through Assistant Department Directors. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated November 7, 2019 here with regards  
to Employee Handbook Policy 1026 – Use of  
City-Owned Vehicles.)

Ms. Pam Russell, Human Resources Director, presented the request of the Human Resources Department to repeal Section 1026 of the Employee Handbook due to employees no longer needing to add non-owned automobile liability insurance coverage to their personal insurance.

Mr. Smotherman made a motion to repeal Section 1026 of the Employee Handbook. Mr. Wade seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated November 7, 2019 here with regards  
to Employee Handbook Policy 4001 – Safety and  
Health Protection on the Job.)

Ms. Pam Russell, Human Resources Director, presented the request of the Human Resources Department to update Section 4001 and repeal Sections 4002-4006, 4009 and 4011-4013 of the Employee Handbook due to the City developing an Occupational Safety

and Health Program that encompasses all things handled in these sections of the Employee Handbook, making them obsolete.

Mr. Smotherman made a motion to update Section 4001 and repeal Sections 4002-4006, 4009 and 4011-4013 of the Employee Handbook. Mr. Wade seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated November 7, 2019 here with regards  
to test pilot program to allow veterans to ride  
Rover for free.)

Mr. Russ Brashear, Assistant Transportation Director, presented the request of the Transportation Department to approve a temporary suspension of Rover fare for veterans during the months of November and December to allow the Transportation Department to determine what affect veterans riding for free would have on the Rover program. Mr. Brashear stated that the Transportation Department estimates that approximately \$1000 is generated from veterans using the Rover program in a month. Mayor McFarland stated that he would like to allow veterans to be able to ride free permanently, not just through the months of November and December. Council and staff agreed with the Mayor's suggestion.

Vice-Mayor Scales Harris made a motion to permanently allow veterans to use the Rover program for free. Mr. Wade 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 November 7, 2019 here with regards  
to Water/Wastewater Mechanical/Electrical Services  
Task Order No. 19-11.)

Mr. Darren Gore, Assistant City Manager of Utility Enterprises, presented the request of the Water Resources Department to approve Task Order No. 19-11 from John Bouchard and Sons to remove and replace a VFD for No. 1 High Service Pump for an estimated cost of \$287,497.40.

Mr. LaLance made a motion to approve Task Order No. 19-11 with John Bouchard and Sons for an estimated cost of \$287,497.40. Mr. Martin 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 November 7, 2019 here with regards to a Beer Permit Application for Red Bicycle Coffee Murfreesboro at 1733 St. Andrews Suite K and a Special Event Permit for Boys & Girls Club of Rutherford County on 11/19/19.)

Mr. Wade made a motion to approve a Beer Permit for Red Bicycle Coffee Murfreesboro, 1733 Saint Andrews, Suite K (New Location) and a Special Event Permit for the Boys & Girls Club of Rutherford County on 11/19/19 at Redstone Federal Credit Union, 2404 Medical Center Parkway. Vice-Mayor Scales Harris 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, Vice-Mayor Scales Harris made a motion to reappoint Mr. Alphonse Carter, Jr. (term expires June 30, 2023) to the Water Resources Board. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

Upon recommendation of Mayor McFarland, Mr. Wade made a motion to appoint Mr. Eric L. Meriwether (term expires September 30, 2025) to the Disciplinary Review Board to replace the vacancy left by Mr. Doug Patrick (Category of Business Owner). Mr. LaLance seconded the motion and all members of the Council voted "Aye".

There being no further business, Mayor McFarland adjourned this meeting at 7:33 p.m.

---

SHANE MCFARLAND - MAYOR

ATTEST:

---

MELISSA B. WRIGHT - CITY RECORDER

November 13, 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 11:30 a.m. on Wednesday, November 13, 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  
Erin Tucker, Budget Director  
Matthew Blomeley, Assistant Planning Director  
Joshua Miller, Administrative Assistant

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

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

(Insert letter dated November 13, 2019 here with regards  
to proposal for Future Land Use Map update.)

Mr. Matthew Blomeley, Acting Planning Director, presented the proposal from the Planning Department for an update to the future land use map of the Murfreesboro 2035 Comprehensive Plan. Mr. Blomeley stated that a contract proposal had been received from Ragan-Smith Associates, Inc. in the amount of \$175,000, to be billed in monthly installments as work is performed, for an estimated eight-month project time.

Mr. Shacklett made a motion to approve the proposed contract with Ragan-Smith Associates, Inc. in the amount of \$175,000. 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 November 13, 2019 here with regards to  
scheduling three public hearings on December 19, 2019 for  
zoning of approximately 23 acres along Veterans Pkwy.;  
Zoning Ordinance amendment to Section 24-Overlay  
District Regulations; and zoning for 2,348 lots  
(approximately 920 acres) to be  
zoned CCO.)

The following RESOLUTION 19-R-PH-44 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, 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-PH-44 here fixing the time for holding a Public Hearing on December 19, 2019 to consider a proposed amendment to rezone approximately 23 acres along Veterans Parkway from Single-Family Residential Ten (RS-10) District to Planned Residential Development (PRD) District (Veterans Cove PRD); Alcorn Properties, LLC, applicant [2019-433].)

The following RESOLUTION 19-R-PH-45 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, 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-PH-45 here fixing the time for holding a Public Hearing on December 19, 2019 amending Murfreesboro City Code Appendix A-Zoning, Section 24, Overlay District Regulation, Article VI and Chart 2, dealing with the City Core Overlay (CCO) District; City of Murfreesboro Planning Department, applicant. [2019-807].)

The following RESOLUTION 19-R-PH-46 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, 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-PH-46 here fixing the time for holding a Public Hearing on December 19, 2019 to consider a proposed amendment to zone 2,348 lots (approximately 920 acres) as City Core Overlay (CCO) District; City of Murfreesboro Planning Department, applicant [2019-438].)

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

(Insert letter dated November 13, 2019 here with regards to review of Farrer Brothers Contract for Buchanan Sewer Interchange.)

Mr. Darren Gore, Assistant City Manager of Utility Enterprise, presented a review of the Farrer Contract to Buchanan Sewer Interchange. Mr. Gore stated that staff considers the contract with the Farrer Brothers satisfied and recommends that Council consider payment of \$277,527.25 to Farrer Brothers. The City would recoup most of this over the next five to ten years.

Mr. Gore then addressed old "will serve" letters that developers have kept that state the City will provide sewer service to areas outside of the City. He stated that some of these letters are from the early 2000s.

Council discussed the Farrer Contract and agreed that the contract must be honored; however, they would like to end the contract if possible. It is not likely they will allow any more outside the City sewer requests if they are brought before Council. The majority of Council believes that it is unreasonable and potentially impossible for the City to honor these old "will serve" letters.

Mr. Martin left the meeting at this time.

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

(Insert letter dated November 13, 2019 here with regards to Murfreesboro City Schools Technology Purchase.)

The following RESOLUTION 19-R-25 was read to the Council and offered for adoption upon motion made by Vice-Mayor Scales Harris, seconded by Mr. Shacklett.

Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-25 here amending the 2019-2020 Murfreesboro City Schools Budget (1st Amendment).)

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

(Insert letter dated November 13, 2019 here with regards to 2019-2020 Budget amendments.)

An ordinance, entitled "ORDINANCE 19-O-39 amending the 2019-2020 Budget (1<sup>st</sup> Amendment)," which passed first reading on October 24, 2019, was read to the Council and offered for passage on second and final reading.

Mrs. Melissa Wright, Finance Director, presented the amendments to Ordinance 19-O-39, which included the addition of police grant revenue and expenditures as well as school technology approved by the passage of 19-R-25.

Vice-Mayor Scales Harris made a motion to amend Ordinance 19-O-39. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

An ordinance, entitled "ORDINANCE 19-O-39 amending the 2019-2020 Budget (1<sup>st</sup> Amendment)", which passed first reading on October 24, 2019, was read to the Council and offered for passage on second and final reading, as amended, upon motion made by Mr. Shacklett, 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  
Rick LaLance  
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-39 here.)

Mayor McFarland announced that Item No. 5 on the Agenda, Financial and Operating Dashboard, July thru September 2019, was pulled and would be deferred to a later meeting for presentation.

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

(Insert letter dated November 13, 2019 here with  
regards to Health Insurance Holiday.)

Mrs. Erin Tucker, Budget Director, presented the proposal to approve a one-month holiday for health insurance premium withholdings scheduled for December 2019. She stated that the City's self-insured Insurance Fund has a higher than necessary fund balance and that granting the one-month holiday will not have an impact on the FY2020 General Fund Budget and will decrease the Insurance Fund by an acceptable amount.

Mr. Wade made a motion to approve the one-month health insurance holiday. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

Mr. Craig Tindall, City Manager, announced that, regarding the Murfreesboro Electric Department Transaction, the process was moving forward, and he expected that Council would have something before them at a meeting in a few weeks to vote on. He stated that \$52,400 had been paid out so far in legal and accounting fees.

Mayor McFarland stated that he would like the Council and staff to consider changing the start time for the Thursday Council meetings from 7:00 p.m. to 6:00 p.m. and asked the Legal Department to research the matter to see what action would be needed to make that change.

There being no further business, Mayor McFarland adjourned this meeting at 1:10 p.m.

---

SHANE MCFARLAND – MAYOR

ATTEST:

---

MELISSA B. WRIGHT - CITY RECORDER

November 21, 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, November 21, 2019, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Rick LaLance  
Ronnie Martin  
Eddie Smotherman

Vice-Mayor Scales Harris, Mr. Shacklett, and Mr. Wade were all 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  
Darren Gore, Assistant City Manager/  
Utility Enterprise  
Gary Whitaker, Assistant City Manager/  
Development and Coordination  
Chris Griffith, Executive Director Public Works/City Engineer  
Mark Foulks, Chief of Fire & Rescue  
Linda Gilbert, Director of City Schools  
Erin Tucker, Budget Director  
Pam Russell, Human Resources Director  
Nate Williams, Parks & Recreation Director  
Gary Anderson, Assistant Superintendent of City Schools  
Finance and Administrative Services  
Joshua Miller, Administrative Assistant

Mayor McFarland commenced the meeting with a prayer followed by the Pledge of Allegiance.

Ms. Pam Russell, Human Resources Director, recognized STARS Award recipients Officer Cameron Stamp, Officer Cormac Chandler and Officer Nathan Corwin of the Murfreesboro Police Department who conducted a search on a home that resulted in the seizure of ammunition, stolen automatic rifles, drugs, and drug paraphernalia. Mayor McFarland presented a plaque to the officers for their ability to represent the best of what Murfreesboro City Employees have to offer and for creating a better quality of life for citizens.

Dr. Linda Gilbert announced that the Murfreesboro City Schools had been named an "Exemplary District" by the Department of Education, one of only twenty such districts in the entire state. Dr. Gilbert presented Mayor McFarland with a banner proclaiming "Murfreesboro City Schools an Exemplary District" to be displayed in City Hall.

The Consent Agenda was presented to the Council for approval:

1. Annual Holiday Gift (Administration)
2. Part Time to Full Time Position (Communications)
3. Generator Preventative Maintenance Contract (Facilities)

4. CIP Funds Transfer (Finance)
5. FY2020 City Manager Approved Budget Amendments (Finance)
6. Murfreesboro Fire Rescue 2019-2024 Strategic Plan (Fire Rescue)
7. Development and Administration of Promotional Tests for the Ranks of Sergeant and Lieutenant (Police)
8. Main Street Banner request to hang across East Main Street: Rutherford County Area Habitat for Humanity, October 30-November 9, 2020 (Street)

(Insert letters from Administration, Communications, Facilities, Finance (2), Fire & Rescue, Police & Street here.)

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

Mayor McFarland announced that Item No. 9 on the Agenda was to be heard after Item No. 17.

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

(Insert letter dated November 21, 2019 here regarding Sanitary Sewer Allocation Ordinance recommendation.)

An ordinance, entitled "ORDINANCE 19-O-47 amending the Murfreesboro City Code, Chapter 33, Water Resources, establishing Sewer Capacity Allocation regulations," 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: Rick LaLance  
Ronnie Martin  
Eddie Smotherman  
Shane McFarland

Nay: None

RESOLUTION 19-R-26, allocating capacity of City's sewer system and establishing allowances and exceptions as provided in Chapter 33, Article V of the Murfreesboro City Code, was read to the Council and offered for adoption.

Mr. LaLance made a motion to amend the date in Section 3 to change the time frame implementation of the resolution to begin "April 15, 2020" instead of "90 days". Mr. Martin seconded the motion and all members of the Council present voted "Aye".

The following RESOLUTION 19-R-26, as amended, was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Martin. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance  
Ronnie Martin  
Eddie Smotherman  
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-26 here.)

Mayor McFarland announced that Agenda Item No. 13 was to be heard next before Item No. 11.

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

(Insert letter dated November 21, 2019 here regarding  
Consulting Contract for Front & Vine  
Street Improvements.)

Mr. Chris Griffith, City Engineer, presented the request of the Engineering Department to approve a contract for transportation, engineering, and landscape architecture services for Front & Vine Street with Ragan-Smith Professional Services. Mr. Griffith stated that the primary funding source for the project will come from 2020 CIP, but a refunding resolution is included in the event the CIP is funded through a bond issuance.

Mr. LaLance made a motion to approve a Professional Services Contract with Ragan-Smith in an amount not to exceed \$58,000. Mr. Smotherman seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated November 21, 2019 here regarding  
reimbursement Resolution 19-R-27 for Front & Vine  
Street Design and Professional Services.)

The following RESOLUTION 19-R-27 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance  
Ronnie Martin  
Eddie Smotherman  
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-27 here expressing official intent that certain expenditures to be incurred in connection with certain public works projects, and related expenditures for the realignment of Vine Street and Front Street, be reimbursed from proceeds of notes, bonds, or other indebtedness to be issued or incurred by the City of Murfreesboro, Tennessee.)

Mayor McFarland announced that Agenda Item No. 14 on the agenda was to be heard next before Item No. 12.

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

(Insert letter dated November 21, 2019 here with regards  
to Final Change Order for Northfield Boulevard  
Extension Phase I.)

Mr. Chris Griffith, City Engineer, presented the Final Change Order with Rawsco, LLC for the Northfield Boulevard project that reflects actual work performed and the final contract amount, which is decreased by \$91,232, from \$2,481,458 to \$2,390,255.

Mr. Smotherman made a motion to approve the Final Change Order for Northfield Boulevard Extension Phase I. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated November 21, 2019 here with regards to  
Financial and Operating Dashboard July – September 2019.)

Mrs. Erin Tucker, Budget Director, presented a three-month financial highlight of the property tax roll; Local and State Sales Tax; Hotel/Motel Tax; City General Fund; and Building Permit issuance amounts, showing how the current totals compare to the previous four years.

Mr. Gary Anderson, Assistant Superintendent of City Schools for Finance and Administrative Services, presented a highlight of the July through September Murfreesboro City Schools cash flow statement, revenues, and expenditure budget comparison reports.

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

(Insert letter dated November 21, 2019 here with regards to  
Firehouse Subs Public Safety Foundation Grant Award.)

Mr. Mark Foulks, Chief of Fire & Rescue, presented a Grant Award from the Firehouse Subs Public Safety Foundation in the amount of \$24,824 that the MFRD intends to use to purchase a boat with a trailer.

Mr. LaLance made a motion to approve the Grant Award in the amount of \$24,824. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated November 21, 2019 here with regards  
to an Addendum to MTSU Contract #C15-0037.)

Mr. Nate Williams, Parks and Recreation Director, presented an Addendum to MTSU Contract #C15-0037 regarding Adams Tennis Complex and MTSU's desire to add a Playsight Smartcourt Tennis System to the facility. Mr. Williams stated that the total cost of the Playsight System is \$65,000 with MTSU contributing \$60,000 and the City contributing \$5,000.

Mr. LaLance made a motion to approve an Addendum to MTSU Contract #C15-0037. Mr. Martin seconded the motion and all members of the Council present voted "Aye".



After a presentation by the Assistant City Manager of Utility Enterprise regarding the sale of three knuckle-boom trucks and approving a curbside collection bid, Mayor McFarland announced that Item No. 17 and Item No. 9 (Budget Amendment) on the Agenda would be deferred.

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

(Insert letter dated November 21, 2019 here with regards to Special Events Permit Application for the Rutherford County Chamber of Commerce on 1/14/20, 3/10/20, 4/14/20, 6/9/20, 8/11/20, 9/8/20 and 11/10/20.)

Mr. LaLance made a motion to approve the Special Events Permit for the Rutherford County Chamber of Commerce on 1/14/20, 3/10/20, 4/14/20, 6/9/20, 8/11/20, 9/8/20, and 11/10/20. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

Upon recommendation of Mayor McFarland, Mr. LaLance made a motion to appoint Mr. Jason Schmitt (term expires April 30, 2020) to the Cable TV Commission to fill the vacancy left by Mr. Brian Patterson. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

The City Recorder/Finance Director presented for approval payment of the following statement:

From General Fund:

Rutherford County CVB \$ 36,310.13

Mr. LaLance made a motion to approve payment of the statement as recommended by the City Recorder/Finance Director. Mr. Martin seconded the motion and all members of the Council present voted "Aye".

There being no further business, Mayor McFarland adjourned this meeting at 7:52 p.m.

---

SHANE MCFARLAND - MAYOR

ATTEST:

---

MELISSA B. WRIGHT - CITY RECORDER

December 5, 2019

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session at its regular meeting place in the Council Chambers at City Hall at 5:00 p.m. on Thursday, December 5, 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  
P.D. Mynatt, General Manager M.E.D  
Joshua Miller, Administrative Assistant

Mayor McFarland commenced the meeting and asked the City Manager to address all gathered regarding the proposed sale of Murfreesboro Electric Department (M.E.D.) to Middle Tennessee Electric Membership Corporation (M.T.E.M.C.).

Mr. Craig Tindall, City Manager, began the presentation by outlining the history of the proposed transaction between the City and M.T.E.M.C., starting with the initial approach by M.T.E.M.C. in 2015-2016 to the current transaction being proposed.

Mr. Tindall outlined the financial aspect of the transaction: A purchase price of M.E.D. for \$245 Million, \$43 Million paid at closing with a \$202 Million Promissory Note to be paid over 15 years at 3.3% interest and an annual payment of \$17.3 million for 15 years.

He then stated that all M.E.D. real estate would be transferred to M.T.E.M.C. except for the main M.E.D. office and the storage yard. The City would retain that property and lease it to M.T.E.M.C. for three years.

Mr. Tindall then discussed the M.T.E.M.C. Board and how a new sub-district would be created for the City with two board seats initially appointed by the Council and later elected at-large for two-year terms. He stated that all current M.E.D. employees will be offered positions at M.T.E.M.C. Mr. Tindall introduced M.T.E.M.C. President/CEO Chris Jones who gave a presentation about the proposed merger, highlighting the advantages of the two utilities merging; the efficiencies of the utilities; the synergies of the combined utilities; the added value to M.E.D.'s great service; and ended with the conclusion that the two utilities are excellent separately but will be better together.

Mr. Tindall gave a brief presentation on the effect the proposed sale of M.E.D. could have on the City's budget, the community investment program funding and a tentative

timeline of the transaction. He and Mr. Jones answered questions from Council regarding the proposed sale of M.E.D. Mr. Tindall stated that there would be a question and answer session open to the public on December 11, 2019.

There being no further business, Mayor McFarland adjourned this meeting at 6:57 p.m.

---

SHANE MCFARLAND – MAYOR

ATTEST:

---

MELISSA B. WRIGHT - CITY RECORDER

December 5, 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, December 5, 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  
Sam Huddleston, Executive Director Development Services  
Mark Foulks, Chief of Fire & Rescue  
Jim Kerr, Transportation Director  
Robert Holtz, Building & Codes Director  
Matthew Blomeley, Acting Planning Director  
Joshua Miller, Administrative Assistant

Vice-Mayor Scales Harris commenced the meeting with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. CIP Funds Transfer (Finance)
2. Request for Competitive Sealed Proposals for Communication Systems and Electronic Equipment (Police)
3. Annual Pavement Marking Contract – Amendment No. 2 (Transportation)
4. Neel-Schaffer Master Services Agreement – Amendment 1 (Transportation)

(Insert letters from Finance, Police, &  
Transportation (2) Departments here.)

Mr. LaLance made a motion to approve the Consent Agenda. Mr. Smotherman 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 December 5, 2019 here regarding  
Sanitary Sewer Allocation Ordinance.)

An ordinance, entitled "ORDINANCE 19-O-47 amending the Murfreesboro City Code, Chapter 33, Water Resources, establishing Sewer Capacity Allocation regulations," which passed first reading on November 21, 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-O-47 here.)

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

(Insert letter dated December 5, 2019 here regarding amending  
the Westlawn PUD, approximately 8.14 acres,  
located along Shores Road.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-40 adopted by the City Council on October 24, 2019, to consider a proposed amendment to approximately 8.14 acres in the Planned Unit Development (PUD) District located along Shores Road (Westlawn PUD). Notice of said public hearing was published in the November 19, 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 amend the conditions of the Westlawn PUD for approximately 8.14 acres located along Shores and introduced Mr. Matt Taylor, SEC, Inc., who gave a presentation on the proposed plan for the PUD amendment.

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

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

An ordinance, entitled "ORDINANCE 19-OZ-40 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 8.14 acres in the Planned Unit Development (PUD) District located along Shores Road (Westlawn PUD), as indicated on the attached map; D.R. Horton, Inc., applicant [2019-428]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, 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 December 5, 2019 regarding Plan of Services,  
annexation, and zoning for approximately 44.75 acres  
located along South Rutherford Boulevard.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-41 adopted by the City Council on October 24, 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. Notice of said public hearing was published in the November 19, 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.

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 44.75 acres located along South Rutherford Boulevard, step forward to the podium.

There was no one 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.

The following RESOLUTION 19-R-PS-41 was read to the Council and offered for adoption upon motion made by Vice-Mayor Scales Harris, seconded by Mr. LaLance. 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-PS-41 here to adopt a Plan of Services for approximately 44.75 acres located along South Rutherford Boulevard; Mary K. Murfree Family Partnership, applicant [2019-510].)

The following RESOLUTION 19-R-A-41 was read to the Council and offered for adoption upon motion made by Vice-Mayor Scales Harris, seconded by Mr. LaLance. 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-A-41 here to annex approximately 44.75 acres located along South Rutherford Boulevard; Mary K. Murfree Family Partnership, applicant [2019-510].)

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed zoning for 44.75 acres located along South Rutherford Boulevard as General Industrial (G-I) District, simultaneous with annexation, step forward to the podium.

Mr. Brick Murfree, representing the Mark K. Murfree Family Partnership, stressed his and the family's support for the proposed zoning and its approval by the Council.

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.

An ordinance, entitled "ORDINANCE 19-OZ-41 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 44.75 acres along South Rutherford Boulevard as General Industrial (G-I) District, simultaneous with annexation; Mary K. Murfree Family Partnership, applicant [2019-429]," was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, seconded by Vice-Mayor Scales Harris. 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 December 5, 2019 here regarding Plan of Services, annexation, and zoning for approximately 297.5 acres and 200.1 acres, respectively, located along Joe B. Jackson Parkway and Elam Road.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-42 adopted by the City Council on October 24, 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 and (2) zoning of approximately 200.1 acres of the area to be annexed as General Industrial (G-I) District. Notice of said public hearing was published in the November 19, 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 and requested annexation.

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 297.5 acres located along Joe B. Jackson Parkway and Elam Road, step forward to the podium.

There was no one 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.

The following RESOLUTION 19-R-PS-42 was read to the Council and offered for adoption upon motion made by Mr. LaLance, 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-PS-42 here to adopt a Plan of Services for approximately 297.5 acres located along Joe B. Jackson Parkway and Elam Road; Betty and Elizabeth Dempsey, applicants [2019-511].)

The following RESOLUTION 19-R-A-42 was read to the Council and offered for adoption upon motion made by Mr. LaLance, 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-A-42 here to annex approximately 297.5 acres located along Joe B. Jackson Parkway and Elam Road; Betty and Elizabeth Dempsey, applicants [2019-511].)

Mr. Matt Taylor, SEC Inc., presented the proposed plan regarding the zoning of 200.1 acres located along Joe B. Jackson Parkway and Elam Road.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed zoning for 200.1 acres to General Industrial (G-I) District located along Joe B. Jackson Parkway and Elam Road, step forward to the podium.

There was no one 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.

An ordinance, entitled "ORDINANCE 19-OZ-42 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 200.1 acres along Joe B. Jackson Parkway and Elam Road as General Industrial (G-I) District, simultaneous with annexation; Betty and Elizabeth Dempsey, applicant [2019-432]," was read to the Council and offered for passage on first reading upon motion made by Mr. Wade, 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

Mayor McFarland left the meeting at this time.

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

(Insert letter dated December 5, 2019 here with regards to ADA Transition Plan for right-of-way and public facilities.)

The following RESOLUTION 19-R-28 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, 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  
Madelyn Scales Harris

Nay: None

(Insert RESOLUTION 19-R-28 here approving and authorizing transmittal of the City of Murfreesboro's Americans with Disabilities Act ("ADA") Transition Plan along with the required certification letter to the Tennessee Department of Transportation.)

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

(Insert letter dated December 5, 2019 here with regards to Doug Young Public Safety Training Facility – Outdoor Classroom.)

Mr. Mark Foulks, Chief of Fire and Rescue, presented the request of the Fire and Rescue Department to approve the contract with Boyce Ballard Construction for an outdoor classroom, pending final approval of the City Attorney, for a total cost of \$403,868.

Mr. LaLance made a motion to approve the contract with Boyce Ballard Construction. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated December 5, 2019 here with regards to Beer Permit Applications for Red Crab Juicy Seafood at 740 NW Broad St.; El Toro Loco Bar & Grill at 1006 Memorial Blvd.; and Season's of Murfreesboro at 2227 Old Fort Parkway.)

Mr. Wade made a motion to approve the Beer Permit for Red Crab Juicy Seafood, 740 Northwest Broad Street (Ownership Change); El Toro Loco Bar & Grill, 1006 Memorial Boulevard (Ownership Change); and Season's of Murfreesboro (Ownership Change), 2227 Old Fort Parkway. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

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

Under other business, Mr. Adam Tucker, City Attorney, announced that, on October 24, 2019, Council voted to approve the sale of 912 Dashiell Street. The title company involved with the sale is requiring a resolution regarding the sale.

The following RESOLUTION 19-R-29 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: Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Madelyn Scales Harris

Nay: None

(Insert RESOLUTION 19-R-29 here confirming approval of the Sale by the City of property located at Dashiell Street and authorizing the Mayor to Sign an Agreement for Conveyance of Real Property and for the Mayor and City Manager to sign all appropriate closing documents.)

There being no further business, Vice-Mayor Scales Harris adjourned this meeting at 7:45 p.m.

---

SHANE MCFARLAND – MAYOR

ATTEST:

---

MELISSA B. WRIGHT - CITY RECORDER

December 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 6:00 p.m. on Thursday, December 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  
Adam Tucker, City Attorney  
Melissa Wright, City Recorder/  
Finance Director  
P.D. Myatt, M.E.D. General Manager  
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, discussed the impact of selling M.E.D. and the need for the City to replace the revenue stream that will be lost.

Mr. Paul Long, 1206 Charleston Boulevard, stated that his concern is the sale of M.E.D. being a "forever" decision; M.E.D. ratepayers will now have to pay the debt of M.T.E.M.C. after already having paid the debt of M.E.D.; and that the public needs to have a say about the decision.

Mr. Andy Dickey, 5238 Saint Ives Drive, discussed his belief that rates under M.T.E.M.C. will not stay the same. The City is just concerned with getting the money and not concerned for the residents of the City.

Mr. Charles Riggs, 3110 Monarch Drive, addressed his employment with T.V.A., M.E.D., and M.T.E.M.C. He holds the employees of M.E.D. in high regard and supports the sale because he believes M.T.E.M.C. has much to offer M.E.D. employees.

Mr. Gabriel Fancher, 3104 Maddie Kate Court, discussed his loss of faith with the leadership of the City and believes the Council is just concerned with making money. He understands why M.T.E.M.C. wants to buy M.E.D. because it is a great asset and worth a good deal of money. He believes that the Council have already made up their minds about the sale; M.T.E.M.C. will only offer jobs to M.E.D. employees for one year; and the City will not wisely manage the money if the sale goes through.

Mr. John Hood, 403 Olympia Place, discussed his belief that the sale of M.E.D. will be in the best interest of the residents, and that the ratepayers would have more representation and more of a say with M.T.E.M.C.

Mr. Doug Brown, 3621 McNaughton Way, discussed his employment with both M.E.D. and M.T.E.M.C. He believes that the merger is a good idea and that the two organizations can do more together than separately.

Mr. Patrick Sherer, 1909 Masterpiece Avenue, discussed his belief that decisions have already been made regarding the sale. He stated that he believes the valuation amount is off and wants the City to be transparent about how the money will be spent.

Mr. Darrell Gillespie, Robertson County resident, discussed his career as an Electric Utility Professional and his opinion that the valuation of M.E.D. is accurate. He stated that he wants the Council to recognize the value of M.E.D. and the potential value M.E.D. could have in the coming years. His belief is that, if the deal happens, ratepayers will pay much more, especially businesses.

Mr. Brian Skelton, 105 Blantonwood, Tullahoma resident, discussed his career as the president of Tullahoma Utilities Authority and his concerns with the potential sale of M.E.D. He stated that all M.E.D. assets and debts should follow the ratepayers and his belief that the City is using the transaction to take M.E.D. funds and use them for City projects.

Mayor McFarland discussed rates and rate increases; outside influences that have disrupted talks; T.V.A. oversight regarding the sale and rates; and accusations that the Council have already decided on the proposed sale.

Mr. Smotherman stated that he wanted to stress to the public that the proposed sale was not about the money. Because of the recent property tax increase, the City is in good shape financially, and the rumors that M.E.D. sale money will be used to balance the budget are false.

Mayor McFarland adjourned this session of the public comment meeting at 6:50 p.m.

---

SHANE MCFARLAND - MAYOR

ATTEST:

---

MELISSA B. WRIGHT - CITY RECORDER

December 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 7:05 p.m. on Thursday, December 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  
Adam Tucker, City Attorney  
Melissa Wright, City Recorder/  
Finance Director  
David Ives, Assistant City Attorney  
Gary Whitaker, Assistant City Manager/  
Development and Coordination  
Darren Gore, Assistant City Manager/  
Utility Enterprise  
Chris Griffith, Executive Director Public Works/  
City Engineer  
P.D. Mynatt, M.E.D. General Manager  
Jim Kerr, Transportation Director  
Matthew Blomeley, Acting Planning Director  
Joshua Miller, Administrative Assistant

Mr. Martin commenced the meeting with a prayer followed by Cub Scout Pack 320 leading those present with the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. Adoption of Council Priorities (Administration)
2. Benefit Consultant Selection (Human Resources)
3. Stop Loss Insurance Selection (Human Resources)
4. Group Sales Agreement for Miracle League All Stars (Parks & Recreation)
5. PlaySight Smart Court Agreement (Parks & Recreation)
6. Purchase of Video Data Storage Equipment (Police)
7. Banner Requests to hang across East Main Street (Street)
8. Purchase of New Salt Spreader (Street)
9. Contract with TDOT for FY2020 Preventive Maintenance Expenses (Transportation)
10. Acquisition of Property for the Murfreesboro Transit Facility (Transportation)
11. Asphalt Purchases Report (Water Resources)
12. Operation and Maintenance Capital Equipment Purchases (Water Resources)
13. Renovation of Water Resource Recovery Facility Generators (Water Resources)
14. Request to Purchase Replacement Vehicles (Water Resources)

(Insert letters from Administration, Human Resources (2), Parks & Recreation (2), Police, Street (2), Transportation (2), & Water Resources (4) Departments here.)

Mayor McFarland announced that Item No. 10 on the Consent Agenda was to be moved to "New Business".

Mr. LaLance made a motion to approve the amended Consent Agenda. 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 December 19, 2019 here regarding amending  
the Westlawn PUD, approximately 8.14 acres,  
located along Shores Road.)

An ordinance, entitled "ORDINANCE 19-OZ-40 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 8.14 acres in the Planned Unit Development (PUD) District located along Shores Road (Westlawn PUD), as indicated on the attached map; D.R. Horton, Inc., applicant [2019-428]," which passed first reading on December 5, 2019, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, 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-40 here.)

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

(Insert letter dated December 19, 2019 here regarding Plan of Services,  
annexation, and zoning for approximately 44.75 acres  
located along South Rutherford Boulevard.)

An ordinance, entitled "ORDINANCE 19-OZ-41 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 44.75 acres along South Rutherford Boulevard as General Industrial (G-I) District, simultaneous with annexation; Mary K. Murfree Family Partnership, applicant [2019-429]," which passed first reading on December 5, 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-41 here.)

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

(Insert letter dated December 19, 2019 here regarding  
zoning for approximately 200.1 acres located along  
Joe B. Jackson Parkway and Elam Road.)

An ordinance, entitled "ORDINANCE 19-OZ-42 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 200.1 acres along Joe B. Jackson Parkway and Elam Road as General Industrial (G-I) District, simultaneous with annexation; Betty and Elizabeth Dempsey, applicant [2019-432]," which passed first reading on December 5, 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-42 here.)

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

(Insert letter dated December 19, 2019 here with regards to  
acquisition of property for a transit facility.)

Mr. Jim Kerr, Transportation Director, presented the request of the Transportation Department to approve the acquisition of an approximately 5.4-acre parcel at SR 99 and Bridge Avenue for the City's transit facility. Mr. Kerr stated that the site has been appraised for \$1,250,000 and that 10% of the money would come from local sources, 10% from the State and 80% from the Federal Government.

Mr. Shacklett made a motion to approve the property acquisition for a transit facility. Mr. LaLance 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 December 19, 2019 here with regards to modification of the 2019-2020 Budget.)

An ordinance, entitled "ORDINANCE 19-O-48 amending the 2019-2020 Budget (2<sup>nd</sup> Amendment)," regarding an increase of revenues and expenditures of the Fire Department and Parks & Recreation Department by \$24,824 and \$60,000 respectively, was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, seconded by Mr. Shacklett. 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 City Manager was presented to the Council:

(Insert letter dated December 19, 2019 here with regards to proposed sale of City's electric system and operations.)

Mr. Craig Tindall, City Manager, presented Resolution 19-R-30 which would approve the sale of the City's electric system, Murfreesboro Electric Department (M.E.D.), and operations to Middle Tennessee Electric Membership Corporation (M.T.E.M.C.). Mr. Tindall outlined the history of the discussions that had been taking place with M.T.E.M.C. regarding the proposed transaction; highlighted that, upon closing, the City would receive \$43,000,000 from M.T.E.M.C. and then \$202,000,000 in installments bearing a 3.3% interest rate over fifteen years; and explained that the Council would appoint two representatives to the M.T.E.M.C. Board of Directors.

Mayor McFarland explained the timeline of the discussions that have taken place with M.T.E.M.C. regarding the proposed transaction, stretching back to 2015, and explained in detail what the Council needed to decide regarding the transaction.

Mr. Wade asked the City Manager to explain the relationship between the City and M.E.D. Mr. Tindall explained that M.E.D. was essentially run as an Enterprise Fund; any proceeds that M.E.D. generates is kept within M.E.D.; and the only money the City receives from M.E.D. is around \$3,000,000 a year as a payment in lieu of taxes. He also explained that, if M.E.D. was ever in financial distress, the City would have to divert money to help the utility recover.

Mr. Smotherman asked Mr. P.D. Mynatt, General Manager of M.E.D., to explain the financial standing of M.E.D. Mr. Mynatt explained that M.E.D. is a not for profit organization; they run a very lean organization to keep rates as low as possible for customers; M.E.D. is financially strong but the industry is changing; and M.E.D. would need to make some large investments to continue to grow, provide excellent service, and stay technologically current. Mr. Mynatt answered other questions from Council regarding Tennessee Valley Authority (T.V.A.) rates; how those rates are set; how M.E.D. has handled T.V.A. rate increases in the past; and the options M.T.E.M.C. would have regarding T.V.A. rate increases.

Mr. LaLance asked Mr. Mynatt to describe the general attitude the employees of M.E.D. had regarding potentially becoming employees of M.T.E.M.C. Mr. Mynatt answered that, in his opinion, the attitude was generally positive because of the new opportunities that would be added if the merger takes place.

Mr. Shacklett asked Mr. Chris Jones, C.E.O. of M.T.E.M.C., to dispel the rumors that any of the jobs M.T.E.M.C. offers to the current M.E.D. employees would only be for a year and how rates would change for customers after the merger. Mr. Jones answered that was not the case and that, if the merger takes place, M.T.E.M.C. needs and wants the M.E.D. employees to handle the new work the merger would bring. Mr. Jones also explained that T.V.A. would give M.T.E.M.C. five years to equalize the rates from both utilities and bring them together in a fair way.

Mr. Smotherman asked Ms. Gina Dix, Human Resources Director of M.E.D., to give her opinion on the attitude of the employees of M.E.D. regarding the potential merger. Ms. Dix stated that, in her opinion, most employees are in favor of the merger; however, prior talks regarding the sale of M.E.D. have taken a toll on the employees, and they just want an answer. She stated that the benefits package M.T.E.M.C. was offering is very enticing to the current M.E.D. employees which offers them a great deal of opportunity for growth. Ms. Dix also explained that M.E.D. has experienced a lot of turnover in the last five years.

Mr. Martin stated his concern with the information he has received regarding the merger which has not satisfied him. He did not feel like it was complete and still had questions. He believes that the Council has been asked to make a decision in a very short time frame and would like to have seen the process take a bit more time. Council should discuss the matter from all angles. Mr. Martin asked what the difference was about the proposed merger now than when it was proposed the first time around.

Mayor McFarland answered that the first time around the merger was not handled correctly. The Council and Power Board did not really have the information needed at the time, and the necessary discussion was never allowed to take place.

Mr. Martin stated he was aware that there was some public outcry that a referendum needed to be held regarding the issue, but that he was satisfied that the legal opinion from the City Attorney and from the outside legal advice was correct and no referendum was necessary.

Mr. Martin asked what would happen if the Council approved the merger and T.V.A. approved, denied, or requested changes regarding the merger? Would the decision then come back to Council or would staff handle any issues?

Mr. Tindall assured Council that, if any aspect of the deal was requested to be changed by T.V.A., the entire matter would have to come back before Council.

Mr. Martin stated that his concern is that, once the utility is sold, the City is unlikely to ever have another one and he worries that the City will lose out on the future opportunities available to cities that have their own utility. He stated that 82% of municipal utilities in the nation are smaller than M.E.D, and M.E.D. has an extremely dense customer base. He struggles with losing an asset that is that large. Mr. Martin also asked why M.T.E.M.C. is the only considered buyer of M.E.D. and why wasn't M.E.D. placed on the open market? Mr. Tindall stated that, due to the synergy that is available from a merger with M.T.E.M.C.; the fact that there isn't a privately-owned utility in T.V.A.'s jurisdiction; geographically, M.T.E.M.C. surrounds M.E.D.; and that M.T.E.M.C. has their corporate headquarters located within the City, are all reasons why M.E.D. was not considered to be placed on the open market.

Mr. Martin stated that his final concerns with the proposed merger are: it is a bridge to short term financing for the City's capital improvement projects; the City is trading a good asset to fix issues with funding the CIP budget; and the City needs to address those budget issues.

Mr. LaLance stated that he agrees that there are some CIP budget issues; however, the merger is a good thing for the City. The City is looking at things differently in budgetary terms, and he believes that the Council and staff can responsibly manage and use the money from the M.E.D. sale wisely.

Mr. Wade addressed the Council and said that he believes the CIP budget is not a set document. Council has the authority to, and does, remove and add projects to and from the CIP. The CIP budget has grown because the City has experienced such huge growth and that some of the items on the CIP are wishes. The Council doesn't need to get hung up on how large the CIP budget is because a lot will be cut.

Mr. LaLance and Mr. Smotherman addressed and discussed their desire, if the sale of M.E.D. takes place, to establish a fund like the Christy-Houston Foundation for the management of the money and funding of CIP projects.

Vice-Mayor Scales Harris addressed her concern with Council regarding what guarantee the City would have that M.T.E.M.C. would continue to make their annual payment if a catastrophe or recession occurred and why the City would not want the full price up front. Mr. Tindall explained that there were multiple advantages for both the City and M.T.E.M.C. to receive the money in an annual payment, the major one for the City being that M.T.E.M.C. will pay 3.3% interest on their annual payments.

Mr. Shacklett made a motion to defer the vote on RESOLUTION 19-R-30, approving sale of the operations and assets of the Murfreesboro Electric Department to Middle Tennessee Electric Membership Corporation, until January 9, 2020. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

Mayor McFarland called for a five-minute recess at this time.

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

(Insert letter dated December 19, 2019 here regarding rezoning approximately 23 acres located along Veterans Parkway to PRD.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-44 adopted by the City Council on November 13, 2019 to consider a proposed amendment to rezone approximately 23 acres along Veterans Parkway from Single-Family Residential Ten (RS-10) District to Planned Residential Development (PRD) District (Veterans Cove PRD). Notice of said public hearing was published in the December 3, 2019 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Acting Planning Director, presented the recommendation of the Planning Commission to approve the rezoning of approximately 23 acres located along Veterans Parkway from RS-10 to PRD and introduced Mr. Nathan Melson, Civil Infrastructure Association, who presented the proposed plans for the rezoning. Mr. David Alcorn, Alcorn Properties, followed with additional information regarding the rezoning request.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning for approximately 23 acres located along Veterans Parkway to PRD, step forward to the podium.

Mr. Jackie Winters, 1310 Veterans Parkway, opposed the proposed rezoning stating his concerns with flooding issues in the area and water pooling.

There was no one else 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-44 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 23 acres along Veterans Parkway from Single-Family Residential Ten (RS-10) District to Planned Residential Development (PRD) District (Veterans Cove PRD); Alcorn Properties, LLC, applicant [2019-433]," was read to the Council and offered for passage on first reading upon motion made by Mr. Martin, seconded by Mr. Smotherman. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: Rick LaLance  
Shane McFarland

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

(Insert letter dated December 19, 2019 here with regards to  
amending the Zoning Ordinance for the City Core  
Overlay District.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-45 adopted by the City Council on November 13, 2019, with respect to amending Murfreesboro City Code Appendix A-Zoning, Section 24, Overlay District Regulation, Article VI and Chart 2 dealing with the City Core Overlay (CCO) District. Notice of said public hearing was published in the December 3, 2019 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Acting Planning Director, presented the recommendation of the Planning Commission to amend the Zoning Ordinance regarding the City Core Overlay District (CCO).

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

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

An ordinance, entitled "ORDINANCE 19-O-45 amending Murfreesboro City Code Appendix A—Zoning, Section 24, Overlay District Regulation, Article VI and Chart 2, dealing with the City Core Overlay (CCO) District; City of Murfreesboro Planning Department, applicant [2019-807]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, 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  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

Abstain: Rick LaLance

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

(Insert letter dated December 19, 2019 here with regards to  
establishing City Core Overlay District for Downtown  
Murfreesboro.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-46 adopted by the City Council on November 13, 2019, to consider a proposed amendment to zone 2,348 lots (approximately 920 acres) as City Core Overlay (CCO) District. Notice of said public hearing was published in the December 3, 2019 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Acting Planning Director, presented the recommendation of the Planning Commission to establish a zoning overlay for approximately 920 acres located in and around downtown Murfreesboro.

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

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

An ordinance, entitled "ORDINANCE 19-OZ-46 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 2,348 lots (approximately 920 acres), as shown on the accompanying map, City Core Overlay (CCO) District; City of Murfreesboro Planning Department, applicant [2019-438]," was read to the Council and offered for passage on first

reading upon motion made by Mr. Shacklett, 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 December 19, 2019 here with regards  
to mandatory referral for abandonment of Williams  
Drive right-of-way.)

Mr. Matthew Blomeley, Acting Planning Director, presented the request of the Planning Department to abandon a portion of the right-of-way along Williams Drive.

Mr. Smotherman made a motion to approve the request to abandon the portion of the right-of-way along Williams Drive. Mr. LaLance 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 December 19, 2019 here with regards to  
scheduling four public hearings for zoning along Franklin  
Road, west of Rucker Lane (PCD); East Vine Street and  
Kerr Avenue (RS-4); and annexation/zoning (PCD)  
along Yearwood Avenue and North Rutherford  
Boulevard.)

The following RESOLUTION 19-R-PH-49 was read to the Council and offered for adoption upon motion made by Mr. LaLance, 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  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-PH-49 here scheduling a public hearing for February 6, 2020 to rezone approximately 2.41 acres along Franklin Road, west of Rucker Lane, from CF to PCD (Tire World PCD) [2019-443].)

The following RESOLUTION 19-R-PH-50 was read to the Council and offered for adoption upon motion made by Mr. LaLance, 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

Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-PH-50 here scheduling a public hearing for February 6, 2020 to rezone approximately 0.3 acres along East Vine Street and Kerr Avenue from RS-8 to RS-4 [2019-439].)

The following RESOLUTION 19-R-PH-51 was read to the Council and offered for adoption upon motion made by Mr. LaLance, 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  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 19-R-PH-51 here scheduling a public hearing for February 6, 2020 to consider (1) Plan of Services for and annexation of 1.15 acres and (2) rezone approximately 0.68 acres along Yearwood Avenue and North Rutherford Boulevard from RS-15 to PCD (East Side Villages PCD) and zone approximately 1.15 acres to PCD [2019-515] and [2019-442].)

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

(Insert letter dated December 19, 2019 here regarding Robert Rose right turn lane project – award of contract.)

Mr. Chris Griffith, City Engineer, presented the request of the Engineering Department to award a contract for the Robert Rose right turn lane project to the low bidder, Bell & Associates. Mr. Griffith stated that the Engineering Department's estimate for the project was \$1,250,000 and the low bid was \$1,208,196.

Mr. Wade made a motion to award the Robert Rose right turn lane project to Bell & Associates. Mr. Smotherman 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 December 19, 2019 here regarding construction administration for Robert Rose right turn lane.)

Mr. Chris Griffith, City Engineer, presented the request of the Engineering Department to approve a contract for engineering services to provide administration of the construction of the Robert Rose right turn lane project to Energy Land & Infrastructure, LLC for an estimate of \$39,150.

Mr. Wade made a motion to approve the contract with Energy Land & Infrastructure, LLC. 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 December 19, 2019 here with regards  
to Overall Creek Pump Station Design Task Order.)

Mr. Darren Gore, Assistant City Manager of Utility Enterprises, presented the request of the Water Resources Department to approve Task Order No. 1941018.0 with SSR Engineering to provide professional services for upgrades to Overall Creek Pump Station for an estimated cost of \$12,395,070.

Mr. LaLance made a motion to approve Task Order No. 1941018.0 with SSR Engineering. Mr. Wade 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 December 19, 2019 here with regards  
to temporary flow monitoring & monitoring upgrades.)

Mr. Darren Gore, Assistant City Manager of Utility Enterprises, presented the request of the Water Resources Department to approve additional temporary flow monitoring and upgrade existing monitors with ADS, LLC for an estimated cost of \$125,452.80.

Mr. LaLance made a motion to approve the additional temporary flow monitoring and monitor upgrades. Mr. Martin 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 December 19, 2019 here with regards to Beer Permit  
Applications for T & B Discount Tobacco & Beer at 5524 N.W. Broad  
St., Ste. A and Embassy Suites Murfreesboro at 1200  
Conference Center Blvd.)

Mr. LaLance made a motion to approve the Beer Permit for T & B Discount Tobacco & Beer, 5524 Northwest Broad Street, Suite A (Ownership Change) and Embassy Suites Murfreesboro (Ownership Change), 1200 Conference Center Boulevard. Mr. Wade seconded the motion and all members of the Council voted "Aye".

Upon recommendation of Mayor McFarland, Mr. Shacklett made a motion to appoint Mr. Paul M. Myers to fill the vacancy left by Mr. Greg McKnight (term expires May 4, 2022) to the Public Building Authority. 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.

There being no further business, Mayor McFarland adjourned this meeting at 10:42 p.m.

---

SHANE MCFARLAND – MAYOR

ATTEST:

---

MELISSA B. WRIGHT - CITY RECORDER

January 9, 2020

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, January 9, 2020, 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  
Darren Gore, Assistant City Manager/  
Utility Enterprise  
P.D. Mynatt, M.E.D. General Manager  
Pam Russell, Human Resources Director  
Matthew Blomeley, Acting Planning Director  
Joshua Miller, Administrative Assistant

Mr. Shacklett commenced the meeting by introducing Ms. Debbie Church with Family Promise Group to open with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. Contract with TDOT for FY2020 Matching Transit Facility Funds  
(Transportation)  
(Insert letter from Transportation Department here.)

Mr. Shacklett made a motion to approve the Consent Agenda. 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 January 9, 2020 here regarding zoning for  
approximately 231.3 acres located along South Rutherford  
Boulevard and Lee Lane [2019-405].)

An ordinance, entitled "ORDINANCE 19-OZ-08 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 231.3 acres along South Rutherford Boulevard, Lee Lane, and I-24 to Heavy Industrial (HI) District, including approximately 120.9 acres to be zoned Heavy Industrial (HI) District simultaneous with annexation, and approximately 110.4 acres to be rezoned from Commercial Highway (CH) District to Heavy Industrial (HI) District; Brian Berryman, applicant. [2019-405]," which passed first reading on May 2, 2019, was read to the Council and offered for passage on second and final reading upon

motion made by Mr. LaLance, 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-08 here.)

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

(Insert letter dated January 9, 2020 here regarding zoning for approximately 83 acres located along Lee Lane [2019-411].)

An ordinance, entitled "ORDINANCE 19-OZ-23 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 83 acres along Lee Lane as Heavy Industrial (H-I) District simultaneous with annexation; Brian Berryman, applicant. [2019-414]," 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. LaLance, 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-23 here.)

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

(Insert letter dated January 9, 2020 here regarding rezoning approximately 23 acres located along Veterans Parkway [2019-433].)

An ordinance, entitled "ORDINANCE 19-OZ-44 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 23 acres along Veterans Parkway from Single-Family Residential Ten (RS-10) District to Planned Residential Development (PRD) District (Veterans Cove PRD); Alcorn Properties, LLC, applicant [2019-433]," which passed first reading on December 19, 2019, was read to the Council and offered for passage on second

and final reading upon motion made by Mr. Wade, seconded by Mr. Martin. 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

Nay: Rick LaLance  
Shane McFarland

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

(Insert ORDINANCE 19-OZ-44 here.)

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

(Insert letter dated January 9, 2020 here with regards to  
amending the Zoning Ordinance for the City Core  
Overlay District [2019-807].)

An ordinance, entitled "ORDINANCE 19-O-45 amending Murfreesboro City Code Appendix A-Zoning, Section 24, Overlay District Regulation, Article VI and Chart 2, dealing with the City Core Overlay (CCO) District; City of Murfreesboro Planning Department, applicant [2019-807]," which passed first reading on December 19, 2019, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Martin, 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-45 here.)

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

(Insert letter dated January 9, 2020 here with regards to  
establishing City Core Overlay District for Downtown  
Murfreesboro [2019-438].)

An ordinance, entitled "ORDINANCE 19-OZ-46 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 2,348 lots (approximately 920 acres), as shown on the accompanying map, City Core Overlay (CCO) District; City of Murfreesboro Planning Department, applicant [2019-438]," which passed first reading on December 19, 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-46 here.)

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

(Insert letter dated January 9, 2020 here with regards  
to brush, limb, and yard waste bid recommendation  
and associated City-owned knuckle-boom  
truck sale.)

Mr. Darren Gore, Assistant City Manager of Utility Enterprises, presented the request of the Solid Waste Department to approve selling two City-owned knuckle-boom trucks to Rollins Excavating Company in the amount of \$76,000 and to approve awarding the brush, limb, and yard waste curbside collection services contract to Rollins Excavating Company in the amount of \$1,152,000, subject to Legal Department review.

Mr. LaLance made a motion to approve selling the two trucks and approve awarding the curbside collection services contract to Rollins Excavating Company, subject to Legal Department review. Mr. Smotherman seconded the motion and all members of the Council voted "Aye", except Mr. Wade who voted "Nay".

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

(Insert letter dated January 9, 2020 here with regards  
to proposed sale of City's electric system and operations.)

Vice-Mayor Scales Harris, Mayor McFarland, Mr. Rick LaLance, Mr. Kirt Wade, Mr. Eddie Smotherman and Mr. Bill Shacklett questioned staff, Mr. Chris Jones and Mr. Robert White regarding the potential of lending credit as a municipality; the legality of enforcing a promissory note; the potential for rate increases/decreases; the SharingChange and Home Uplift programs; the statutory authority of having a referendum; the proceeds the City receives from M.E.D. currently; the potential options for safeguarding the money generated from the sale of M.E.D.; the two additional elected board members that will represent the City of Murfreesboro on the M.T.E.M.C. Board; and voiced their opinions on the proposed sale.

The following RESOLUTION 19-R-30 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said resolution was passed by the following vote:

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

Nay: Ronnie Martin

(Insert RESOLUTION 19-R-30 here approving sale of the operations and assets of the Murfreesboro Electric Department to Middle Tennessee Electric Membership Corporation.)

Mayor McFarland called for a recess of the meeting at 8:19 p.m. and resumed the meeting at 8:31 p.m.

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

(Insert letter dated January 9, 2020 here with regards to Council meeting time change.)

The following RESOLUTION 20-R-01 was read to the Council and offered for adoption upon motion made by Mr. Wade, 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  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 20-R-01 here establishing the time of City Council meetings from 7:00 p.m. on Thursday to 6:00 p.m.)

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

(Insert letter dated January 9, 2020 here with regards to rezoning approximately 122.19 acres located along Cason Trail, Eastview Drive and Racquet Club Drive [2019-426].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 19-R-PH-43 adopted by the City Council on November 7, 2019, to consider rezoning 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]. Notice of said public hearing was published in the December 17, 2019 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Acting Planning Director, stated that neighboring property owners have submitted a protest per Section 6 of the Zoning Ordinance and therefore the zoning amendment shall not be passed except by a two-third's vote of the Council.

Mr. Bill Huddleston and Mr. Clyde Roundtree, Huddleston Steele Engineering, presented the proposed plans for the development and Mr. Brian Burns, Blue Sky Construction, answered questions from the Council regarding roadways, traffic, and construction with the help of staff.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed amendment to rezone approximately 122.19 acres to PUD, come forward to the lectern.

Mr. Steven O'Dell, 2263 Cason Lane, opposed the rezoning, stating that he is concerned that the proposed development in the area will negatively affect wildlife.

Mr. Warren Tormey, 733 North Spring Street, opposed the rezoning, stating that the current infrastructure in the area does not support a development of this size and it goes against the current zoning under the 2035 plan.

Mr. Mike Green, 2107 Gaston Court, opposed the rezoning, stating that there is currently so many issues with traffic and road rage in the area, that the development will just make things worse.

Mr. Craig Higgins, 718 Oakwood Circle, opposed the rezoning, stating that the current neighborhoods in the area are quiet, people can walk in the street, and he believes that the proposed development will change all of that. Mr. Higgins believes that an independent traffic study should be conducted and that he would like the road connection from the proposed development to his neighborhood deleted.

Mr. Bob Armstrong, 1215 River Rock Boulevard, opposed the rezoning, stating that traffic in the area will become unbearable and worries that the proposed development is too close to the greenway.

Ms. Mariah Phillips, 1332 Dodd Trail, opposed the rezoning, stating that it is too much development in an area where the infrastructure cannot support it. She also stressed that she would like an independent traffic study conducted.

Mr. Matthew Markham, 4707 Scottish Drive, opposed the rezoning, stating that part of the proposed development will be built on a flood plain and that there will not be enough entrances or exits from the development to support the project's density.



Ms. Jaquelyn Brown, 2302 Riverstone Drive, opposed the rezoning, stating that the proposed development does not match the existing neighborhoods; the greenway is being destroyed; and that she does not trust the developers.

Mr. Richard Snyder, 2831 Stonehedge Drive, opposed the rezoning, stating that he is concerned with the increased traffic the proposed development will bring and worries about the greenway being destroyed.

Mr. Sam Brycatsky, 3557 South Ridge Boulevard, opposed the rezoning, stating that he does not believe the proposed project is a sustainable type of growth for the City and he worries about all the greenspaces being destroyed for the project.

Mr. Mike Watson, 1437 Factors Walk, opposed the rezoning, stating that he worries that the increased traffic the proposed development will bring will be an undue burden to the current residents.

Mr. Chris Barnes, 1237 Cason Trail, opposed the rezoning, stating that he believes the traffic study was conducted at a time when traffic in the area was at its lowest and has concerns with the amount of entrances and exits in the proposed development.

Ms. Barbara Higgins, 718 Oakwood Circle, opposed the rezoning, stating her concerns with the increased traffic the proposed development will bring and her concern over the number of entrances and exits into the development.

Ms. Lenoir Culbertson, 2232 Racket Club Drive, opposed the rezoning, stating that the current neighborhoods have no sidewalks and with the increase in traffic that the proposed development would bring, she worries that they will not be safe to walk in their neighborhoods.

Mr. David Landry, 3211 Spring House Drive, opposed the rezoning, stating that he has caught the developer unlawfully hunting on the property close to the greenway and he believes that the City is growing too fast and the infrastructure cannot support the growth.

Mr. Richard Baines, 1319 Parkview Terrace, opposed the rezoning, stating that he believes the City may not legally be able to approve the development because Federal funds were used to build the trailhead. He also stated his concern with the potential for flooding in the area and warned the Council that the FEMA Floodplain Map is twenty years out of date.

Ms. Danielle Brown, 2468 Oakhill Drive, opposed the rezoning, stating that she has concerns with how the proposed development will handle storm water management, drainage, and wetland management.

Mr. Ralph Drye, 2021 Tahoma Trail, opposed the rezoning, pointing out that no one tonight has been in favor of the project.

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

Mr. LaLance expressed his preference to defer the vote on Ordinance 19-OZ-43 and voiced his viewpoint regarding the history of the Greenway and greenspaces.

Mayor McFarland voiced his desired for more questions to be answered regarding road networks in the proposed development area and agreed with Mr. LaLance that deferring the vote would be appropriate.

Mr. Martin thanked the residents in the audience for their participation in the project and wanted to stress that the plans for the proposed development have changed only due to the outcry from the public.

Mr. Smotherman stated that he had voted “no” on this project twice before but that, due to the concessions made by the developer, he would be supporting the proposed development going forward. The Council would make sure that MPD takes a look at reckless drivers on River Rock Boulevard.

Mr. Shacklett expressed his opinion on the proposed development and voiced his concern with the infrastructure in the area not being able to support the current growth or the growth the proposed development would bring.

Vice-Mayor Scales Harris expressed her opinion on the project, voicing her intention to look at the proposed development through the point of view of the big picture.

Mr. Wade made a motion to defer ORDINANCE 19-OZ-43 on first reading. Mr. LaLance seconded the motion and all members of the Council voted “Aye”.

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

(Insert letter dated January 9, 2020 here regarding protest of the selection of a Wellness Rewards Program.)

Mr. Craig Tindall, City Manager, presented the recommendation of the Purchasing Department to reject the protest of BSoft Solutions Inc. DBA FitLyfe at not being selected as the City’s Wellness Rewards Program vendor due to the company not following the City’s competitive sealed proposal rules.

Mr. LaLance made a motion to reject the protest of BSoft Solutions Inc. DBA Fitlyfe. Mr. Martin seconded the motion and all members of the Council voted “Aye”.

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

(Insert letter dated January 9, 2020 here with regards to Wellness & Rewards vendor selection.)

Ms. Pam Russell, Human Resources Director, presented the request of the Human Resources Department to approve the selection of Humana Go365 as the administrator of the City's Wellness & Rewards vendor and approve the contract with Humana Go365 through December 31, 2022.

Mr. Martin made a motion to approve Humana Go365 as the City's Wellness & Rewards Provider and approve the agreement with Humana Go365 through December 31, 2022. Mr. Wade seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director announced that there was not any licensing nor any statements to be considered.

Upon recommendation of Mayor McFarland, Mr. Wade made a motion to reappoint Mr. Wayne Belt (term expires January 1, 2026) and Mr. Ted LaRoche (term expires January 1, 2026) to the Public Building Authority. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

There being no further business, Mayor McFarland adjourned this meeting at 11:14 p.m.

---

SHANE MCFARLAND – MAYOR

ATTEST:

---

MELISSA B. WRIGHT - CITY RECORDER

# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** Board of Zoning Appeals (BZA) Member Compensation  
[Second Reading]

**Department:** Planning

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

**Requested Council Action:**

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

---

**Summary**

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

**Staff Recommendation**

Enact the ordinance amendment.

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. 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.

On January 21, 2021 Council held a public hearing and approved this matter on First Reading. On the same date, Council also approved the companion resolution increasing the BZA members' compensation from \$100 per month to \$150 per month.

**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:**

Ordinance 20-O-46

**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:

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

2<sup>nd</sup> 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

# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** Sewer Allocation Variance- New Salem Highway – Waffle House

**Department:** Planning

**Presented by:** Greg McKnight, 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**

A site plan has been submitted to the Planning Department for review for the development of a proposed Waffle House along the south side of New Salem Highway east of Cason Lane. The property is currently zoned Commercial Highway (CH), which per the ordinance only allows 2.5 sfu's/acre. The property is 0.59 acres in size and thus is allowed only 1.48 sfu's. The anticipated usage is 4.07 sfu's; therefore, the development will use more than the ordinance allows by approximately 2.59 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**

MWRD concurs with 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**

1. Request Letter
2. Memo from MWRD



**SITE ENGINEERING CONSULTANTS**  
ENGINEERING • SURVEYING • LAND PLANNING

December 16, 2020

Mr. Darren Gore, P.E.  
Murfreesboro Water Resources Department  
300 N.W. Broad St.  
Murfreesboro, Tennessee 37130

RE: Waffle House Sewer Allocation Variance Request  
2383 New Salem Rd  
Murfreesboro, Tennessee  
SEC Project No. 18150

Dear Mr. Gore:

Please accept this as our variance request for the proposed Waffle House to be located at 2383 New Salem Rd. The property in question is approximately 0.59 acres in size and is zoned Commercial Highway (CH). The project's site plan has previously been approved but has expired. In addition, the building permit was issued, and sewer tap fees paid during the initial approval. The sewer allocation ordinance, which was adopted after the project's initial approval and building permit, allows for 2.5 sfue/acre or 650 gpd/acre sewer flow for CH property. For this property, the allocation ordinance would allow 384 gpd or 1.48 sfue. Based on historical flows for the Waffle House stores in Murfreesboro, the average sewer usage is 1,052 gpd or 4.07 sfue.

Given this information, Waffle House requests a variance from the sewer allocation ordinance to grant an **additional 3 sfue** of sewer flow.

We appreciate the opportunity to present this variance and the opportunity to create approximately 30 new jobs, bring additional tax revenue to the City of Murfreesboro through increased sales and property taxes, as well as better serve our customers, your residents, with better accessibility to this Waffle House.

If you have any questions or need additional information, please contact me at 890-7901 or via email at [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com).

Sincerely,

A handwritten signature in red ink that reads "Matt Taylor".

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







*... creating a better quality of life*

# MEMORANDUM

DATE: January 28, 2021

TO: Matthew Blomeley

FROM: Valerie H. Smith

SUBJECT: Waffle House – Salem Hwy  
Sewer Allocation Ordinance  
Variance Request

---

## **Sewer System Capacity**

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning as defined in City Code Chapter 33 Article V. – Sewer Capacity Allocation.

## **Effects within Basin by Providing Variance to Sewer Allocation**

Portions of this sewer flow basin, MF 11A, have been identified as having “hot spots” with limited capacity. This project is not within a “hot spot” and will ultimately flow into the 15” portion of the sewer interceptor which has adequate capacity.

Per the most recent sewer connection model of the system, Basin 11A currently has capacity for 3295 connections. By committing sewer service to this development, staff is determining that basin 11A’s sewer connection capacity will be reduced by one connection, resulting in 3294 available connections for future developments. Future upgrades to upstream basins 12A and 14 are projected to occur in the next 5-yr by upsizing the County Farm Rd. pump station. This upgrade is anticipated to decrease capacity within basin 11A to 2295 connections; 2294 if the current variance request is approved. Please note that while the Waffle House is counted as one sewer connection, the single-family unit equivalency is determined to be 4.0, resulting in a larger sewer discharge than the 500 gallon per day per connection average the model is based upon.

The Salem Hwy corridor is a very attractive and fast-growing area within the City and there is significant acreage remaining to develop in this basin; 1628 acres. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

300 NW Broad Street \* P.O. Box 1477 \* Murfreesboro, TN 37133-1477 \* Office: 615 890 0862 \* Fax: 615 896 4259  
TTY 615 848 3214 \* [www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# COUNCIL COMMUNICATION

**Meeting Date: 02/04/2021**

---

**Item Title:** Sewer Allocation Variance- Franklin Road – Andy’s Frozen Custard

**Department:** Planning

**Presented by:** Greg McKnight, 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 due-diligence meeting, December 9<sup>th</sup>, with the Planning Department for the development of a proposed Andy’s Frozen Custard along the south side of Franklin Road west of Rucker Lane. The property is currently zoned Commercial Fringe (CF), which per the ordinance only allows 2.5 sfu’s/acre. The property is 1.21 acres in size and thus is allowed only 3.02 sfu’s. The anticipated usage is 6.71 sfu’s; therefore, the development will use more than the ordinance allows by approximately 3.69 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**

MWRD concurs with 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**

1. Request Letter
2. Memo from MWRD

December 15, 2020

Mr. Darren Gore, P.E.  
Murfreesboro Water Resources Department  
300 N.W. Broad St.  
Murfreesboro, Tennessee 37130

RE: Andy's Custard Sewer Allocation Variance Request  
Franklin Rd  
Murfreesboro, Tennessee  
SEC Project No. 13304

Dear Mr. Gore:

Please accept this as our variance request for the proposed Andy's Custard to be located along south side of Franklin Rd and west of Rucker Lane. The property in question is approximately 1.21 acres in size and is zoned Commercial Fringe (CF). The sewer allocation ordinance allows for 2.5 sfue/acre or 650 gpd/acre sewer flow for CF property. For this property, the allocation ordinance would allow 787 gpd or 3.02 sfue. Based on historical flows for the existing Andy's Custard store in Murfreesboro, the average sewer usage is 1,745 gpd or 6.71 sfue.

Given this information, Andy's Custard requests a variance from the sewer allocation ordinance to grant an **additional 4 sfue** of sewer flow.

We appreciate the opportunity to present this variance and the opportunity to create approximately 25-30 new jobs, bring additional tax revenue to the City of Murfreesboro through increased sales and property taxes, as well as better serve our customers, your residents, with better accessibility to this Andy's Custard.

If you have any questions or need additional information, please contact me at 890-7901 or via email at [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com).

Sincerely,



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





*... creating a better quality of life*

# MEMORANDUM

DATE: January 28, 2021

TO: Matthew Blomeley

FROM: Valerie H. Smith

SUBJECT: Andy's Frozen Custard  
Sewer Allocation Ordinance  
Variance Request

---

## **Sewer System Capacity**

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning.

## **Effects within Basin by Providing Variance to Sewer Allocation**

Per the most recent sewer connection model of the system, this Basin 13A currently has capacity for 609 connections. By committing sewer service to this development, Staff is determining that basin 13A's sewer connection capacity will be reduced by 1 connection, resulting in 608 available connections for future developments. Currently, staff has determined there is capacity within the immediate sewer main serving the site as well as the downstream sections of the sewer interceptor. There are future upgrades planned to the Overall Creek Pump Station which would increase the number of connections in this Basin to 4381. Please note that while the Andy's is counted as one sewer connection, the single-family unit equivalency is determined to be 6.7, resulting in a larger sewer discharge than the 500 gallon per day per connection average the model is based upon.

The Hwy 96 West corridor is a very attractive and fast-growing area within the City and there is significant acreage remaining to develop in this basin; 2359 acres. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

300 NW Broad Street \* P.O. Box 1477 \* Murfreesboro, TN 37133-1477 \* Office: 615 890 0862 \* Fax: 615 896 4259  
TTY 615 848 3214 \* [www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# COUNCIL COMMUNICATION

**Meeting Date: 2/04/2021**

---

**Item Title:** FY21 Budget Amendment Resolution

**Department:** Budget

**Presented by:** Beth Prater

**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

Amendment to the FY21 Budget for the Murfreesboro City School's General Purpose School Fund and Federal Projects Fund

## Staff Recommendation

Approve Appropriation Resolution 21-R-06

## Background Information

In January 2021, Murfreesboro City Schools' Board approved line-item transfers between major categories. Per school board policy 2.201, "line-item transfers between major categories shall be made with the approval of the board and city council." These transfers were to account for additional expenditures with our contracted services relating to software and to account for additional pension expenses.

In December 2020, Murfreesboro City Schools was awarded additional COVID grant money from the original ESSR Grant totaling \$28,849.98. This money will be spent on health services relating to COVID.

## Council Priorities Served

*Responsible budgeting*

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

## Fiscal Impact

The amendments to FY21 budget for the General Purpose School Fund and Federal Projects Fund have no impact on fund balance.

## Attachments

1. Budget Amendment Summary
2. FY 21 Murfreesboro City Schools Budget Resolution 21-R-06

**RESOLUTION 21-R-06** amending the 2020-2021 Murfreesboro City Schools Budget (3<sup>rd</sup> Amendment).

**WHEREAS**, the City Council adopted the 2020-2021 Murfreesboro City Schools Budget by motion; and,

**WHEREAS**, the City Council adopted Resolution 20-R-15 on June 4, 2020 to implement the 2020-2021 Murfreesboro City Schools Budget; and

**WHEREAS**, it is now desirable and appropriate to adjust and modify the 2020-2021 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The 2020-2021 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on Exhibit A.

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

Murfreesboro City Schools Budget Amendment

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Purpose School Fund</u>				
<u>Revenues</u>	<u>Revenues</u>			
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
				<u>\$ -</u>
<u>Expenditures</u>	<u>Expenditures</u>			
	Regular Instuction Program - Pensions	\$ 155,941.00	\$ 156,455.00	\$ 514.00
	Regular Instuction Program - Other Contracted Services	\$ 89,470.00	\$ 100,170.00	\$ 10,700.00
	Maintnance of Plant - Equipment	\$ 77,415.00	\$ 76,201.00	\$ (1,214.00)
	Regular Instrucion Program Textbooks	\$ 646,080.00	\$ 636,080.00	\$ (10,000.00)
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
				<u>\$ -</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ 3,052,544.00	\$ 3,052,544.00	-
<u>Federal Projects Fund</u>				
<u>Revenues</u>	<u>Revenues</u>			
	Covid-19 Grant (ESSER Grant)	\$ -	\$ 28,849.98	\$ 28,849.98
				<u>\$ 28,849.98</u>
<u>Expenditures</u>	<u>Expenditures</u>			
	Health Services (ESSER Grant)	\$ 170,224.92	\$ 199,074.90	\$ 28,849.98
				\$ -
				\$ -
				<u>\$ 28,849.98</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ -	\$ -	-



# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** FY21 Budget Amendment Ordinance

**Department:** Budget

**Presented by:** Erin Tucker

**Requested Council Action:**

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

---

## Summary

Amendment to the City's General Fund FY21 Budget.

## Staff Recommendation

Approve Appropriations Ordinance 21-O-02.

## Background Information

### Community Development

The City has been awarded Cares Act Part I funding for the Emergency Solutions Grants Program in the amount of \$437,500. Additionally, as a partner with H3ARC, we have been awarded a 2019 Continuum of Care Planning Grant in the amount of \$18,541. Revenues and expenditures are increasing by \$456,041.

### Transportation

Council approved the contract with Central State Bus Sales for the purchase of nine 28' low-floor ADA compliant transit buses at the January 21, 2021 meeting. The budget reflects the City's local portion of the grant, but an amendment is needed to reflect the entire Federal and State grant expenditure. Revenues and expenditures are increasing by \$463,500.

### Police

The Department of Justice has awarded the 2020 JAG Grant to the Police Department. Revenues and expenditures are increasing by \$56,724.

## Council Priorities Served

### *Responsible budgeting*

The budget amendments reflect the Federal and State grant revenues and related

expenses.

**Fiscal Impact**

The amendment to FY21 Budget will reflect grant revenues and expenses of \$976,265.

**Attachments**

1. FY21 Budget Ordinance 21-O-02

**ORDINANCE 21-O-02** amending the 2020-2021 Budget (4<sup>th</sup> Amendment).

**WHEREAS**, the City Council adopted the 2020-2021 Budget by motion; and,

**WHEREAS**, the City Council adopted an appropriations ordinance, Ordinance 20-O-18, on June 10, 2020 to implement the 2020-2021 Budget; and,

**WHEREAS**, it is now desirable and appropriate to adjust and modify the 2020-2021 Budget by this Ordinance to incorporate expenditure decisions made during the 2020-2021 fiscal year.

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

SECTION 1. The 2020-2021 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2020-2021 at the earliest practicable time, the welfare of the City requiring it.

Passed:

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

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<b>General Fund</b>				
<u>Revenues</u>	<u>Revenues</u>			
Transportation	Federal Grants	\$ 3,838,200.00	\$ 4,255,350.00	\$ 417,150.00
Transportation	State Grants	\$ 464,500.00	\$ 510,850.00	\$ 46,350.00
Police Department	Federal Grants	\$ 199,865.00	\$ 256,589.00	\$ 56,724.00
Community Development	Federal Grants - ESG	\$ 161,250.00	\$ 598,750.00	\$ 437,500.00
Community Development	Federal Grants	\$ 116,365.00	\$ 134,906.00	\$ 18,541.00
				<u>\$ 976,265.00</u>
<u>Expenditures</u>	<u>Expenditures</u>			
Transportation	Trasportation Equipment	\$ 900,000.00	\$ 1,363,500.00	\$ 463,500.00
Police Department	JAG Grant Expense	\$ 63,200.00	\$ 119,924.00	\$ 56,724.00
Community Development	Emergency Solutions Grant	\$ 161,250.00	\$ 598,750.00	\$ 437,500.00
Community Development	Grants	\$ 116,365.00	\$ 134,906.00	\$ 18,541.00
				\$ -
				<u>\$ 976,265.00</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ (3,355,900.00)	\$ (3,355,900.00)	-

# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** Presentation of Annual Audit Report

**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**

Presentation of FY2020 Comprehensive Annual Financial Report (CAFR) report by Jobe, Hastings & Associates

**Staff Recommendation**

Accept the FY2020 CAFR as submitted.

**Background Information**

Annually, the City is audited by an independent audit firm as required by the State of Tennessee. The audit opinion for FY2020 did not indicate there were any findings, which allowed them to present an unqualified opinion.

**Council Priorities Served**

*Responsible budgeting*

By maintaining focus on budgeting versus actual outcomes, as well as, proper presentation of financial information, the City can be proactive when change is necessary during a budget year.

# COUNCIL COMMUNICATION

**Meeting Date: 02/04/2021**

---

**Item Title:** Request to Advertise Request for Competitive Sealed Proposals (RFCSP) for Insurance Brokerage and Consulting Services

**Department:** Legal/Risk Management

**Presented by:** Adam Tucker, City Attorney

**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**

Solicit proposals via a Request for Competitive Sealed Proposals (RFCSP) for insurance brokerage and consulting services

**Staff Recommendation**

Authorize staff to issue an RFCSP for insurance brokerage and consulting services

**Background Information**

The City has not issued an invitation to bid for property insurance and related coverages since FY17. Furthermore, the City has procured its current liability and auto coverages through Public Entity Partners since July 2019 and has done so in accordance with the Governmental Tort Liability Act, which permits local governments to purchase insurance without the necessity of public bidding if the insurance is purchased through a plan authorized and approved by any organization of governmental entities representing cities and counties.

When Council approved the City's insurance purchases for FY21, it was suggested that the City might benefit from having all its insurance lines put out for bid. I concurred and stated that it was my intent to do so for FY22. The City, however, currently lacks the in-house expertise to develop appropriate bid specifications and to evaluate the proposals. Therefore, I am recommending that the City engage an insurance broker and risk management consultant to assist the City with this process. In addition, the selected firm would be engaged to provide a full range of services related to the design, implementation, maintenance, and improvement of the City's risk management program. The City would accept proposals based on fee agreement or a commission on products.

**Council Priorities Served**

*Responsible budgeting*

Engaging the services of an insurance broker and risk management consultant should assist the City in obtaining the best and broadest insurance coverage available, at the most competitive costs for all insurance coverages.

**Fiscal Impact**

Any services procured through the RFCSP process will be funded from the City's Self-Insured Risk Fund

# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** Distribution Monitoring Panel Replacements

**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**

Replace two existing distribution monitoring panels (DMPs) with two new DMPs from Hach, Inc.

**Staff Recommendation**

Approve the purchase of two distribution monitoring panels from Hach, Inc. in accordance with their proposal.

**Background Information**

MWRD is requesting to purchase replacement distribution monitoring panels due to equipment age. Distribution monitoring panels are compactly constructed with instrumentation for measuring chlorine residual, turbidity, pH, conductivity, pressure and temperature. These panels are designed to assist in identifying potential problems that pose risks to public health when they occur in our distribution system by indicating possible contamination or degradation of the water quality in our tanks. Any deviation in water quality would allow the plant operator to isolate the tank until the issue is identified and corrected. Stoney Meadow and Jones Boulevard are the last of the five distribution tanks to be upgraded with new distribution panels.

Hach is the manufacturer and sole source provider of the equipment. MWRD received a GSA price and a direct quote from Hach, Inc. The GSA price is \$18,548 for a total of \$37,097. The direct quote based upon the Department's discounted purchases with Hach is \$16,957 for a total of \$33,914.

**Council Priorities Served**

*Responsible budgeting*

MWRD is exercising responsible budgeting through ensuring competitive pricing.

*Maintain public safety*

MWRD ensures that equipment is properly maintained to provide quality water to customers.



**Fiscal Impact**

The cost for the distribution monitoring panels is \$16,956.90 each or total of \$33,914. The amount budgeted in the FY21 rate funded capital budget for the distribution panels is \$34,000.

**Attachments**

1. HACH Direct Quote
2. HACH GSA Quote
3. HACH Sole Source Letter
4. HACH Sole Source Procurement Form

# Quotation

**Quote Number: 100624761v2**

Use quote number at time of order to ensure  
that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: [quotes@hach.com](mailto:quotes@hach.com)  
Website: [www.hach.com](http://www.hach.com)

Quote Date: 01/05/21

Quote Expiration: 03/06/21

MURFREESBORO WTR & SEWER DEPT  
5528 SAM JARED DRIVE  
MURFREESBORO, TN 37133

Name: Mike Papula  
Phone: 615 848 3222  
Email: [mpapula@murfreesborotn.gov](mailto:mpapula@murfreesborotn.gov)

Customer Account Number : 042825

Sales Contact: Jeannie Radke Email: [jeannie.radke@hach.com](mailto:jeannie.radke@hach.com) Phone: 615-521-9605

## PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	580800	HACH ENGINEERED SYSTEMS MODIFICATION OF: SEE NOTES BELOW.	2	16,956.90	33,913.80
				Grand Total	\$ 33,913.80

## NOTES

x1 Mounting Panel - 32" x 48"x1/2" HDPE panel with two acrylic U-channel supports, including: manifold pipe assembly, inlet block assembly, drain manifold assembly.

x1 PN: LXV402.99.12002 - SC1000 DISPLAY MODULE, TCP, GSM (US)

x1 PN: LXV400.99.5U582 - SC1000 PM 6 SENS 4-20MA OUT/IN PROGNSYS REL HACH, US POWER CORD

x1 PN: LXV445.99.53112 - TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFID, EPA

x1 PN: 8626200 - SENSOR, FREE CHLORINE CLF10 sc STAINLESS TIP

x1 PN: DPD1R1-WDMP - pH Sensor, Ryton, WDMP Mounting, Dig

x1 PN: D3422C3 - Digital Conductivity Sensor, 1.00 K

## TERMS OF SALE

**Freight:** Ground Prepay and Add

**FCA:** Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:  
Terms are Subject to Credit Review  
In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
  - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate. Shipments will be prepaid and added to invoices unless otherwise specified. Equipment quoted operates with standard U.S. supply voltage. Hach standard terms and conditions apply to all sales. Additional terms and conditions apply to orders for service partnerships. Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees. Standard lead time is 30 days. This Quote is good for a one time purchase

Sales Contact:

Name:	Jeannie Radke
Title:	Regional Sales Manager
Phone:	615-521-9605
Email:	<a href="mailto:jeannie.radke@hach.com">jeannie.radke@hach.com</a>

# DRAFT

**Quote Number: 100625720v1**

Use quote number at time of order to ensure  
that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: [quotes@hach.com](mailto:quotes@hach.com)  
Website: [www.hach.com](http://www.hach.com)

Quote Date: 01/08/21

Quote Expiration: 03/09/21

MURFREESBORO WTR & SEWER DEPT  
5528 SAM JARED DRIVE  
MURFREESBORO, TN 37133

Name: Mike Papula  
Phone: 615 848 3222  
Email: [mpapula@murfreesborotn.gov](mailto:mpapula@murfreesborotn.gov)

Customer Quote Reference: GSA Pricing

Sales Contact: Jeannie Radke Email: [jeannie.radke@hach.com](mailto:jeannie.radke@hach.com) Phone: 615-521-9605

## PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	580800	HACH ENGINEERED SYSTEMS MODIFICATION OF: SEE NOTES BELOW.	2	18,548.44	37,096.88
				Grand Total	\$ 37,096.88

## NOTES

x1 Mounting Panel - 32" x 48"x1/2" HDPE panel with two acrylic U-channel supports, including: manifold pipe assembly, inlet block assembly, drain manifold assembly.

x1 PN: LXV402.99.12002 - SC1000 DISPLAY MODULE, TCP, GSM (US)

x1 PN: LXV400.99.5U582 - SC1000 PM 6 SENS 4-20MA OUT/IN PROGNSYS REL HACH, US POWER CORD

x1 PN: LXV445.99.53112 - TU5300sc TURB, FLOW, CLEAN, SYSCHK, RFID, EPA

x1 PN: 8626200 - SENSOR, FREE CHLORINE CLF10 sc STAINLESS TIP

x1 PN: DPD1R1-WDMP - pH Sensor, Ryton, WDMP Mounting, Dig

x1 PN: D3422C3 - Digital Conductivity Sensor, 1.00 K

Sales Contact:

Name: Jeannie Radke  
Title: Regional Sales Manager  
Phone: 615-521-9605  
Email: jeannie.radke@hach.com

## The Sole Authorized Manufacturer

**January 19, 2021**

Customer Name: MURFREESBORO WATER & SEWER DEPT

Customer Address: 5528 SAM JARED DRIVE

Customer City, State & Zip: MURFREESBORO, TN 37133

Customer Account Number: 042825

580800	HACH ENGINEERED SYSTEMS MODIFICATION OF: TO INCLUDE ALL ITEMS LISTED BELOW
--------	--

x1 Mounting Panel - 32" x 48"x1/2" HDPE panel with two acrylic U-channel supports, including: manifold pipe assembly, inlet block assembly, drain manifold assembly.

x1 PN: LXV402.99.12002 - SC1000 DISPLAY MODULE, TCP, GSM (US)

x1 PN: LXV400.99.5U582 - SC1000 PM 6 SENS 4-20MA OUT/IN PROGNOSYS REL HACH, US POWER CORD

x1 PN: LXV445.99.53112 - TU5300sc TURB, FLOW,CLEAN,SYSCHK,RFID,EPA

x1 PN: 8626200 - SENSOR, FREE CHLORINE CLF10 sc STAINLESS TIP

x1 PN: DPD1R1-WDMP - pH Sensor, Ryton, WDMP Mounting, Dig

x1 PN: D3422C3 - Digital Conductivity Sensor, 1.00 K

This letter is to confirm that Hach Company is the sole authorized manufacturer of the item(s) listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 800-227-4224.

Thank you.



<b>Department</b>		<b>PO Number:</b>	
<b>Requester Name:</b>			
<b>Department Director/Manager:</b>			
<b>Dept. Dir/Mgr Signature:</b>		<b>Approval:</b>	<b>Yes or No</b>

**1. State the use/purpose and location of the product, service, or equipment being asked to source as a sole procurement.**

**2. Identify Items or Services to be Approved for Sole Procurement/Source:**

**3. Name of Manufacturer/Item(s) or Service:**

**4. Name of Single Source Supplier:**

**Mailing Address:**

**Phone Number:**

**Fax Number:**

**Web Site Address (if available):**

**5. If Purchase Related To Compatibility With Existing Equipment or Items under Warranty, Then Identify the Item(s) or Equipment and the ITB or Contract Details:**

## 6. SOLE SOURCE CONSIDERATIONS - (Mark The One That Best Qualifies)

- |    |                          |   |
|----|--------------------------|---|
| A. | <input type="checkbox"/> | Enhancements of Existing Equipment . . . The purchase is for accessories sought for enhancement of existing equipment where compatibility with equipment from original manufacturer is paramount. (Complete Section 5, 7 & 8) |
| B. | <input type="checkbox"/> | Replacement Equipment . . . The purchase is for equipment associated with use of existing equipment where compatibility is essential for integrity of results. (Complete Sections 5, 7 & 8)                                   |
| C. | <input type="checkbox"/> | Replacement Parts . . . The purchase is for replacement parts needed for repair of existing equipment where compatibility with equipment from the original manufacturer is paramount. (Complete Sections 5, 7 & 8)            |
| D. | <input type="checkbox"/> | Technical Service . . . The purchase is for technical services associated with the assembly, installation or servicing of equipment of a highly technical or specialized nature. (Provide detail in Section 8)                |
| E. | <input type="checkbox"/> | Continuation Or Prior Work . . . Additional item, service or work required, but not known to be have been needed when the original order was placed with vendor. (Provide detail in Section 8)                                |
| F. | <input type="checkbox"/> | Other . . . (Complete Sections 7 & 8)<br>State <input type="text"/>   |

## 7. SOLE SOURCE DISTRIBUTION - (Mark One That Qualifies)

- |    |                          |   |
|----|--------------------------|---|
| A. | <input type="checkbox"/> | The item is manufactured or produced by entity, or entity holds exclusive rights to item, and entity solely transacts (sells) direct to the customer. (There are no dealers or distributors for entity)               |
| B. | <input type="checkbox"/> | The item is manufactured or produced by entity, or entity holds exclusive rights to item, and entity does not sell direct to the customer. Entity solely distributes the item through only one dealer or distributor. |

**Note: If item available from more than one source, the item may be treated as proprietary, but must be competitively solicited from multiple (two or more) sources of supply.**

**Attach Current Dated And Signed Letter From Manufacturer, Producer Or Rights Holder Or Include Statement On Firm Price Quotation Substantiating Selection "A" Or "B" Above.**



**8. DETAILED JUSTIFICATION FOR NOT BIDDING - (Precise Explanation Required)**

**A. Explain the unique functional or performance requirements that must be met for the use of the items. Brand preference, preferred favorite or "only source known" are not qualifying sole source explanations. Please be brief, but concise. Space below is limited to size of cell.**

**B. Detail the item's component parts that must meet requirements outlined above and why, if applicable, competing products are not equivalent. Please be brief, but concise. Space below is limited to size of cell.**

**9. FIRM PRICE QUOTATION NEEDED**

**Attach dated firm price quotation from sole source or sole dealer/distributor pricing the product(s) or service(s) identified in section 2. Quoted prices shall be firm and inclusive of all costs including transportation.**

**10. SIGNATURE REQUIRED**

**I hereby declare the information provided herein to be true and accurate to the best of my knowledge. I understand any false or misleading information may be considered a violation under Procurement Code.**

**Name**

**Signature**

**Date**

# COUNCIL COMMUNICATION

**Meeting Date: 02/04/2021**

---

**Item Title:** Walter Hill Park Erosion Repairs Engineering Task Order

**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**

Contract for engineering services with Energy, Land and Infrastructure, LLC (ELI) to develop plans and specifications for repairs to Walter Hill Park resulting from stormwater erosion.

**Staff Recommendation**

Approve contract with ELI in the amount \$24,960 for engineering services from stormwater funds.

**Background Information**

Walter Hill Park / Recreation Area is an 11-acre City property adjacent the West Fork Stones River and Highway 231 North. In addition to the dam, the area includes two boat launches, about 65,000 square feet of asphalt driveway and 10,000 square feet of parking spaces.

The entrance drive and certain areas of parking need repair. Much of the damage to that pavement has been exacerbated by the way stormwater runoff traverses the property.

The main problem for which ELI services are needed is the engineering of the stormwater management; to figure a solution that is most cost-effective, attractive and that will be long-lasting. ELI is estimating the construction costs for the repairs will be about \$260,000. How much of that might eventually be funded by stormwater monies has not been determined.

**Council Priorities Served**

*Maintain public safety*

The erosion occurring at Walter Hill Park is at the point of potentially putting the public at risk; therefore, remedial improvements are considered necessary.

**Fiscal Impact**

The engineering services contract with ELI is proposed to come from the stormwater reserves in the amount of \$24,960. Adequate FY21 funds exist and are budgeted for engineering services from the stormwater fund. Total project particularization from

the stormwater fund has yet to be determined. The total remediation costs are estimated at \$260,000.

**Attachments**

Letter and proposal from Energy, Land and Infrastructure, Jay Bradley to Rachel Singer

Photos of necessary stormwater erosion repairs

November 18, 2020

Rachel Singer  
Assistant Director, Parks and Recreation Department  
697 Veteran's Parkway  
Murfreesboro TN, 37128

**Re: Master Services Agreement, Parks and Recreation Work Authorization # 4  
Walter Hill Recreational Area Repairs**

Dear Ms. Singer,

Energy Land & Infrastructure, LLC (ELI-LLC) is pleased to offer the following Master Services Agreement (MSA) Work Authorization #4 for professional services as needed by the City of Murfreesboro Parks and Recreation Department (MPRD). ELI-LLC proposes to provide services as outlined in the attached Work Authorization and proposed to conduct these professional services for a Lump Sum amount of **\$24,960.00**

We appreciate the opportunity to provide this proposed Work Authorization. If you agree to its terms, please sign and return a copy of the attached Work Authorization and an executed documented will be returned for your files.

Warmest regards,

**ENERGY LAND & INFRASTRUCTURE, LLC**



Jay W. Bradley, PE

Attachments



ENERGY LAND & INFRASTRUCTURE

## City of Murfreesboro Master Services Agreement

### Murfreesboro Parks and Recreation Department Work Authorization #4 Walter Hill Recreational Area Repairs

Under terms and conditions of the Master Services Agreement (Agreement) between ELI-LLC the City of Murfreesboro (City), executed on February 15, 2019,

ELI-LLC will provide the following services for the City of Murfreesboro Parks and Recreation Department under this Work Authorization:

Develop a site plan for the repairs of an existing recreational park at Walter Hill on US-231 North in Murfreesboro, TN. The scope of work will include proposed repairs to the existing roadway and parking lot area and associated storm drainage repairs within the park.

Tasks to be performed under this Work Authorization include:

Concept Plan Development - \$3,140.00

- Site Review
- Review of existing storm drainage system and topographic information
- Conceptual layout
- Develop preliminary Construction Cost Estimate

Survey and Site Plan Development – \$21,750.00

- Perform topographic survey
- Develop Preliminary Construction Plans for review
- Develop Final Site Plan for review and approval
- Develop Final Construction Cost Estimate
- Develop NOI and SWPPP
- Develop contract documents for bidding and construction
- Assist with bidding process and contractor selection

**Total fee: \$24,960.00**

Services not included but may be performed as Additional Services include:

- Permitting
- Lighting Plan
- Survey Services
- Traffic Study
- Tree survey or landscape design
- Irrigation design

- Flood study (FEMA)
- Property appraisals or acquisition
- Right-of-way exhibits, description and/or property acquisition
- Construction Administration
- Construction Engineering and Inspection
- Construction staking for contractor

**Compensation:**

For services delineated in the scope of this Work Authorization, ELI-LLC will be compensated on a Lump Sum basis for an amount of **\$24,960.00**.

**Schedule**

Upon authorization to proceed, ELI-LLC will perform the tasks delineated in the Scope of Services outlined above.

ELI-LLC is pleased to present this Work Authorization for Execution by the City of Murfreesboro:

**CLIENT EXECUTION**

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

Printed/Typed Name: \_\_\_\_\_ Title \_\_\_\_\_

Project: Walter Hill Recreational Area Repairs  
Preliminary Cost Estimate

11/18/2020

Item	Description	Unit	Quantity	Unit Price	Amount
717-01	Mobilization	LS	1	\$20,000.00	\$ 20,000.00
105-01	Construction Lines and Grades	LS	1	\$5,000.00	\$ 5,000.00
201-01	Clearing and Grubbing	LS	1	\$2,500.00	\$ 2,500.00
201-07.01	Removal and Disposal of Brush and Trees	LS	1	\$5,000.00	\$ 5,000.00
202-03.01	Removal of Asphalt Paving	SY	2000	\$20.00	\$ 40,000.00
203-04	Placing and Spreading Topsoil	CY	250	\$25.00	\$ 6,250.00
307-02.07	Asphalt Base	TON	500	\$130.00	\$ 65,000.00
402-01	Asphalt Topping	TON	200	\$140.00	\$ 28,000.00
801-01	Seeding with mulch	UNIT	100	\$40.00	\$ 4,000.00
716-05.06	Striping	LF	200	\$10.00	\$ 2,000.00
203-05	Undercutting	CY	100	\$100.00	\$ 10,000.00
709-05.06	Machined Rip-Rap (Class A-1)	CY	100	\$40.00	\$ 4,000.00
795-14.02	Class B Concrete	CY	50	\$40.00	\$ 2,000.00
	Storm Drainage Improvements	LS	1	\$30,000.00	\$ 30,000.00
					\$ -
					\$ -
					\$ -
					\$ -
	Total				\$ 223,750.00
	15% Contingency				\$ 33,562.50
	<b>Total Preliminary Estimate</b>				<b>\$ 257,312.50</b>





# Walter Hill Stormwater Erosion Repairs Project

ELI Services  
Lump Sum  
\$24,960

Project  
Costs Est.  
\$260,000



# COUNCIL COMMUNICATION

Meeting Date: 02/04/2021

---

**Item Title:** TDOT Salem Hwy Ph2 Proposal for Appraisals

**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**

Requested and received a proposal to appraise the properties along Salem Highway where water easements are necessary.

**Staff Recommendation**

Approve contract with Boozer & Company in the amount \$36,400 for appraisal services.

**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.

Since that time, TDOT's requirements changed and they will no longer allow the water main to be completely within the roadway. Wiser Company redesigned portions of the water main outside the roadway as well as designed a couple of sewer main relocations because of newly discovered conflicts within Phase II of the project which is set to bid this Spring.

In order to obtain an easement, it is our standard process to appraise the properties and determine a fair market value for the land that will be encumbered by the easement. City Legal assisted staff by requesting a proposal from Boozer & Company for the appraisals. There are 14 properties in which we need easement. The proposal is in the amount of \$2,400 per property or tract and \$350 per hour for additional services as mentioned in the proposal. Therefore, we anticipate the initial appraisals total to be \$33,600. Staff would like to also receive approval for an additional allowance with the appraiser for questions, clarification, meetings, revisions etc. in the amount of \$2,800 (8 hours), for a total task amount of \$36,400.

**Council Priorities Served**

*Expand infrastructure*

Phase 2 widening of Salem Highway between Old Fort Parkway and Interstate 24 requires utility upgrades for the water and sewer system to ensure aging infrastructure is replaced in conjunction with such an extensive transportation roadway upgrade.

**Fiscal Impact**

Other impacts from this project, are Engineering in the amount of \$30,450 and the upgrade of a portion of water main mentioned previously estimated at \$65,000. There are adequate reserves to fund this amount. This is a Chapter 86 project, which means TDOT will refund \$1.75M each for water and sewer relocations. MWRD expects all utility relocations to be covered by TDOT's refunding allowance.

**Attachments**

1. Boozer Proposal
2. GIS Exhibit

**BOOZER &  
COMPANY, P.C.**

*Professional Real Estate Appraisers & Consultants*

---

January 12, 2021

Mr. David Ives  
Deputy City Attorney  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

**RE: Proposal for Real Estate Appraisal Services:**  
Proposed Sewer Line Easement  
14 Tracts along State Route 99  
Murfreesboro, Rutherford County, Tennessee

Dear David,

Per your request, I respectfully submit this formal proposal for **Boozer & Company, P.C.** to conduct Appraisal Reports regarding the above-referenced sewer line project, as outlined below.

The purpose of the appraisals will be to estimate the "Total Amount Due Owner" as a result of the proposed sewer line easements & temporary construction easements needed along the State Route 99 corridor in Murfreesboro, TN. The reports will be completed in accordance with the *Uniform Standards of Professional Appraisal Practice*. The intended use of the appraisals will be to establish a basis of value for the acquisition of the easements. The intended user of the appraisal reports will be the City of Murfreesboro, and/or assigns.

**Fee:** The fee for the appraisal reports will be **\$2,400 per tract, payable upon completion of the reports**. Any and all updates to the appraisal reports, meetings/depositions/testimony/conferences regarding litigation of the property, shall be billed at a rate of **\$350 per hour**.

**Timing:** The assignment can be completed **30 days** after the date we are authorized to proceed by receiving a signed copy of this letter, and after receiving all necessary plans, exhibits, legal descriptions, and other items necessary to properly identify the proposed acquisitions.

Thank you for allowing *Boozer & Company, P.C.* the opportunity to submit this proposal. We will proceed with the preparation of the appraisals upon receipt of a signed copy of this letter. If you have any questions, please feel free to contact me at 615-591-4422 ext. 203. I look forward to working with you on this assignment.

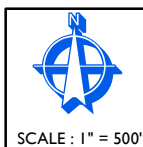
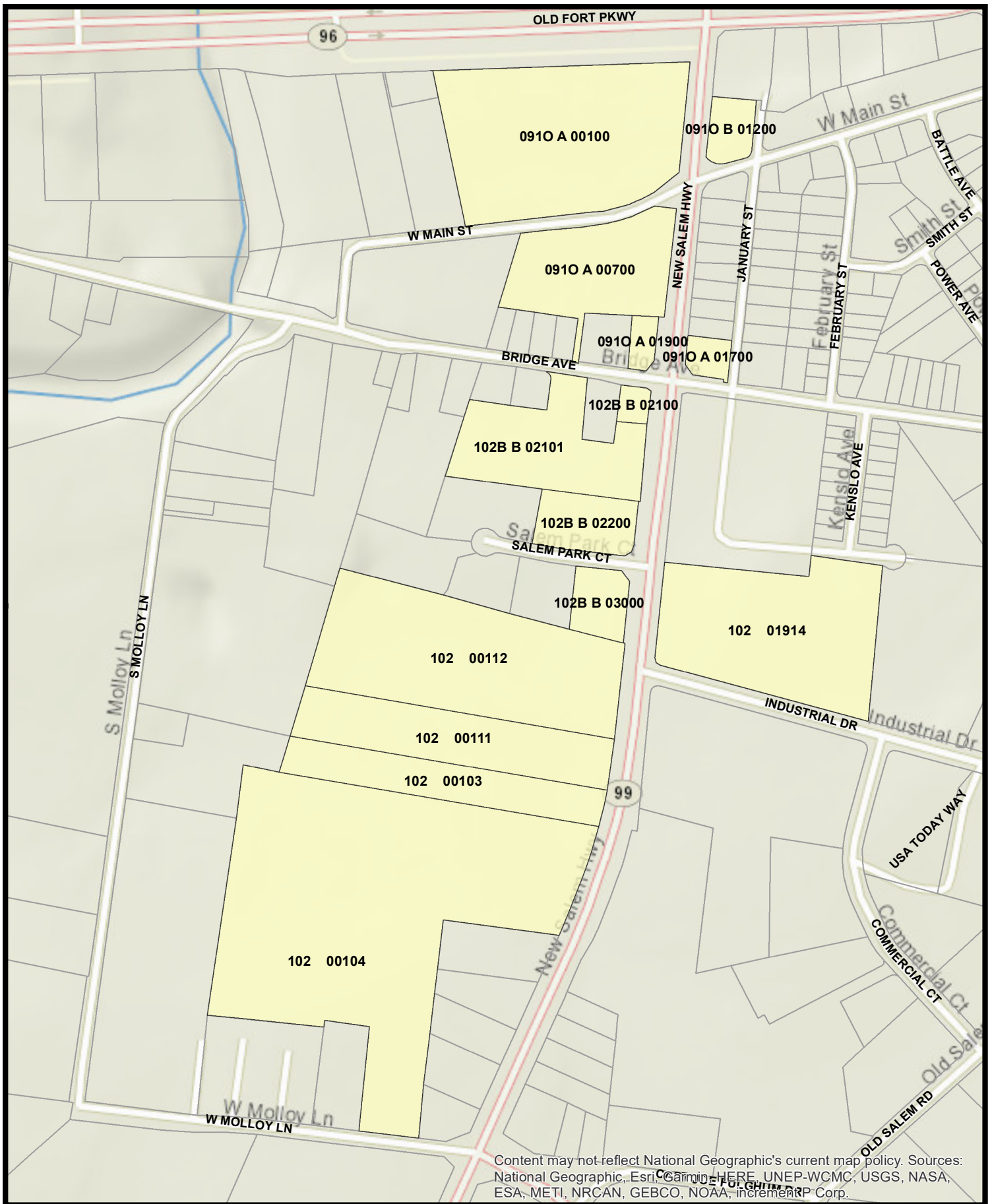
Sincerely,



Ted A. Boozer, MAI, CG-973  
State Certified General Real Estate Appraiser

Engagement Letter Accepted

Date



## MURFREESBORO WATER RESOURCES DEPARTMENT

# New Salem Hwy Widening Phz 2 - Easement Properties

