

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

**PRAYER**

Mr. Bill Shacklett

**PLEDGE OF ALLEGIANCE**

**Consent Agenda**

1. Annual Audit Contract (Finance)
2. Main Street Banner Request: Historic Downtown Square Christmas Tree Lighting Celebration November 23 – December 3, 2021 (Street)
3. Asphalt Purchases Report (Water Resources)
4. Approval Vehicle Purchases Operation and Maintenance (Water Resources)
5. Replacement of Aerator 1B Impeller (Water Resources)
6. Water Resource Recovery Facility Roof Resources (Water Resources)

**Minutes**

7. Approval of City Council Minutes August 12, 2020 – October 22, 2020 (City Recorder)

**New Business**

Land Use matters

Resolution

8. Plan of Services and Annexation for property located along Gresham Lane (Planning)
  - a. Public Hearing: Plan of Services and Annexation
  - b. Resolution 21-R-PS-01: Plan of Services
  - c. Resolution 21-R-A-01: Annexation

On Motion

9. Approval of New Master Services Agreement (Water Resources)
10. Chemical Bid Extensions for FY22 (Water Resources)
11. Approval of Granular Activated Carbon Bid (Water Resources)
12. Purchase Reclaim Water Meters (Water Resources)

**Licensing**

**Board & Commission Appointments**

**Payment of Statements**

**Other Business**

**Adjournment**

# COUNCIL COMMUNICATION

Meeting Date: 03/04/2021

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**Item Title:** Annual Audit Contract

**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"/>

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**Summary**

Consider annual audit contract and production of the comprehensive annual financial report (CAFR) for FY21.

**Staff Recommendation**

Approve the contract proposal from Jobe, Hastings & Associates, and allow the City Recorder to sign the State's electronic contract as the City's representative.

**Background Information**

The annual audit report is a requirement of the State of Tennessee. The proposal includes all funds of the City except for the Evergreen Cemetery, Murfreesboro Water Resources, Murfreesboro Stormwater Fund, and all funds of the Murfreesboro City Schools. This proposal includes the addition of auditing the Murfreesboro Electric Department Pension Fund and the close out of the Electric Department.

Jobe, Hastings & Associates is a local CPA firm with expertise in government auditing. Experienced audit managers will be assigned to perform and supervise the work. It is important to note that with their skilled assistance in the past the City has received the GFOA Certificate of Excellence in reporting for the past twenty-two years.

**Council Priorities Served**

*Responsible budgeting*

The performance of an independent audit allows the City to meet State requirements, provides assurance that national reporting and accounting standards are followed, and ensures the financial information presented to the public is accurate and justified.

**Fiscal Impact**

The proposed fee is \$168,500, the same fee as the previous year and is included in the Finance Department budget.

**Attachments**

Draft Contract

# CONTRACT TO AUDIT ACCOUNTS

OF

City of Murfreesboro

FROM July 01, 2020 TO June 30, 2021

This agreement made this 11th day of February 2021, by and between Jobe, Hastings and Associates, PO Box 1175, Murfreesboro, TN 37133-1175, hereinafter referred to as the "auditor" and City of Murfreesboro, of PO Box 1139, Murfreesboro, TN 37133-1139, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2020, and ending June 30, 2021 with the exceptions listed below:

Evergreen Cemetery - 3039

Murfreesboro Board of Education - 2845

Murfreesboro City Schools - Bradley Elementary School - 7150

Murfreesboro City Schools - Centralized Cafeteria Funds - 5051

Murfreesboro City Schools - Internal School Funds - 2809

Murfreesboro Stormwater Fund - 11226

Murfreesboro Water Resources - 2433

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Section 9-3-407, *Tennessee Code Annotated* and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **25** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2021, **but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA).** Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to **update subsequent events** between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at [www.comptroller.tn.gov](http://www.comptroller.tn.gov). As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions) **See Attachment (1)**



10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: **\$168,500.00**) or (Estimated gross fee:)

(If not a fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Audit firm

Governmental Unit or Organization

By

Signature

Title/Position:

E-mail address

Date:

By

Signature

Title/Position:

E-mail address

Date:

**Approved by the Comptroller of the Treasury, State of Tennessee**

For the Comptroller:

By

Date:

Attachment (1) to State of Tennessee Contract to Audit Accounts

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Murfreesboro, Tennessee as of and for the year ended June 30, 2021, except as follows. This contract does not include the audit of the financial statements of the Murfreesboro City Schools, the Murfreesboro Water Resources Department, the Murfreesboro Stormwater Fund, and the Evergreen Cemetery Commission. Those financial statements will be audited by other auditors and/or under separate contracts whose reports thereon will be furnished to us, where applicable. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Murfreesboro, Tennessee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Murfreesboro, Tennessee's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Pension Data
- 3) Other Post-employment Benefit Data

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Murfreesboro, Tennessee's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards and state awards and related notes.
- 2) Supplementary information, including combining and individual fund financial statements and schedules and financial schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Certain information included in an introductory section.
- 2) Statistical data.

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our opinion, insofar as it relates to the amounts included in the Murfreesboro City Schools and the Evergreen Cemetery Commission will be based upon the reports of the other auditors. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the Mayor and City Council of the City of Murfreesboro, Tennessee. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Murfreesboro, Tennessee's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Murfreesboro, Tennessee's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Murfreesboro, Tennessee's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Murfreesboro, Tennessee in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial

statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and

recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to State of Tennessee office of the Comptroller and the Government Finance Officers Association and the City of Murfreesboro, Tennessee; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Jobe, Hastings and Associates, CPA's and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Tennessee or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jobe, Hastings and Associates, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Tennessee. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as information becomes available and to issue our reports no later than December 31, 2021. James R. Jobe, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our invoices for our fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Our fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We appreciate the opportunity to be of service to the City of Murfreesboro, Tennessee.

## COUNCIL COMMUNICATION

Meeting Date: 03/04/2021

---

**Item Title:** Main Street Banner Request

**Department:** Street Department

**Presented by:** Jami Coffelt

**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 from Main Street Murfreesboro to hang a banner across East Main Street.

**Staff Recommendation**

Approve a banner to be displayed from November 23<sup>rd</sup>-December 3<sup>rd</sup>, 2021 to promote the historic downtown square.

**Background Information**

Main Street Murfreesboro celebrates the annual Rutherford County Christmas Tree Lighting Celebration to bring people to the downtown area and create a sense of place in our town.

**Council Priorities Served**

*Establish strong City brand*

Banners hung across East Main Street engages our community in various activities and communicates special events to the general public thereby enhancing the City reputation through an active community involvement.

**Fiscal Impact**

None.

**Attachments**

Letter of request from Main Street Murfreesboro.



February 26, 2021

City of Murfreesboro  
Jami Coffelt  
620 West Main Street  
Murfreesboro, TN 37130

Dear Mayor and City Council,

I am reaching out as the Executive Director of Main Street Murfreesboro with a request to hang a "Celebrate Christmas, the annual Christmas tree lighting event" banner over Main Street in front of Central Magnet School. The purpose of the event is to promote the historic downtown square and invite the community to the free event celebrating the annual lighting of the Rutherford County courthouse Christmas tree. The tree lighting and Celebrate Christmas event is scheduled for Friday, December 3, 2021.

I am requesting to hang our banner on November 23-December 3.

Thank you in advance for your consideration of this request and any return correspondence can be sent to me at Main Street Murfreesboro, 225 West College Street, Murfreesboro, TN, 37130.

Sincerely,

Sarah Callender  
Executive Director  
Main Street Murfreesboro



# COUNCIL COMMUNICATION

Meeting Date: 03/04/2021

---

**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, 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			\$53.75	\$61.75	Closed		
Feb					Closed		
Mar							
Apr							
May							
Jun							

## MWRD OPERATIONS & MAINTENANCE

## Asphalt Purchases FY 2021

[illegible]

# COUNCIL COMMUNICATION

Meeting Date: 03/04/2021

---

**Item Title:** O&M & AMI - Vehicle Purchases

**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 two 2021 Chevrolet Silverado 1500 4WD trucks.

**Staff Recommendation**

Approve the purchase of two 2021 Chevrolet Silverado trucks from Wilson County Motors.

**Background Information**

O&M and AMI is requesting approval to replace a 2010 and 2008 F-150 trucks due to high mileage and maintenance problems. Competitive quotes were solicited from three different vendors. Wilson County Motors was low quote and has a contract with the State of TN that the City is utilizing.

**Council Priorities Served**

*Responsible budgeting*

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

**Fiscal Impacts**

Funding for the truck purchases, \$53,244 (\$26,622 each), is provided by FY21 CIP and is under budget by \$16,756.

**Attachments**

1. Wilson County Motors
2. Statewide Contract



## Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck ( Complete ) ✓

### Price Summary

PRICE SUMMARY		
	VQ2	MSRP
Base Price	\$33,609.10	\$36,100.00
Total Options	(\$8,681.80)	\$3,130.00
Vehicle Subtotal	\$24,927.30	\$39,230.00
Destination Charge	\$1,695.00	\$1,695.00
Grand Total	\$26,622.30	\$40,925.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 12790. Data Updated: Jan 11, 2021 11:17:00 PM PST.



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

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

Wilson County Motor Co LLC  
903 S Hartman Dr  
Lebanon, TN 37090

Vendor ID: 0000000869

**Contract Number: 0000000000000000000064414**

Title: SWC# 209 - Vehicles

Start Date : October 01, 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: 1000187722  
*Police Vehicles, Chevy, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 2**

Item ID: 1000187723  
*Sedans, Chevy, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 3**

Item ID: 1000187724  
*Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 4**

Item ID: 1000187725  
*Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 5**

Item ID: 1000187726  
*Light Trucks, Chevy(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: 1000187727  
*Medium Trucks, Chevy(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 7**

Item ID: 1000187750  
*Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 8**

Item ID: 1000187751

*Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset (All Regions)*

Unit of Measure: EA

Unit Price: \$ 0

**Line 9**

Item ID: 1000187752

*Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)*

Unit of Measure: EA

Unit Price: \$ 0

**Line 10**

Item ID: 1000187753

*Sedans Buick, Generic SWC209 Asset (All Regions)*

Unit of Measure: EA

Unit Price: \$ 0

**Line 11**

Item ID: 1000187754

*Sport Utility Vehicles, Buick (SUVs), Generic SWC209 Asset (All Regions)*

Unit of Measure: EA

Unit Price: \$ 0

**Line 12**

Item ID: 1000187733

*Sedans, Hyundai, Generic SWC209 Asset (All Regions)*

Unit of Measure: EA

Unit Price: \$ 0

**Line 13**

Item ID: 1000187734

*Sport Utility Vehicles, Hyundai (SUVs), Generic SWC209 Asset (All Regions)t*

Unit of Measure: EA

Unit Price: \$ 0

**Line 14**

Item ID: 1000179941

*Optional Equipment, Generic SWC209 Asset (All Regions)*

Unit of Measure: EA

Unit Price: \$ 0

APPROVED: \_\_\_\_\_

CHIEF PROCUREMENT OFFICER

BY: \_\_\_\_\_

Mike Neely

PURCHASING AGENT

DATE \_\_\_\_\_

Digitally signed by Mike Perry  
DN: cn=Mike Perry, o=Chief Procurement  
Officer, ou=Department of General Services,  
email=mike.perry@tn.gov, c=US  
Date: 2019.09.25 09:37:43 -0500

Digitally signed by Mike Neely  
DN: cn=Mike Neely, o=TN CPO, ou=CPO,  
email=michael.t.neely@tn.gov, c=US  
Date: 2019.09.25 08:51:48 -0500



# COUNCIL COMMUNICATION

Meeting Date: 03/04/2021

---

**Item Title:** WRRF Aerator 1B Impeller Replacement

**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**

Approve replacement of failed oxidation ditch aeration impellor at the City's Water Resource Recovery Facility (WRRF).

**Staff Recommendation**

Approve the replacement of the WRRF's oxidation ditch Aerator 1B's impeller by John Bouchard & Sons Co. at a cost of \$35,100 through their existing Mechanical/Electrical Master Services Agreement with the City.

**Background Information**

The Oxidation Ditches at the WRRF are a key unit of the treatment process. The system relies on nine 200 HP Aerators mechanically introducing oxygen into the biological mixed liquid to create optimal habitats for beneficial microorganisms.

Aerator 1B has experienced a major impeller failure. Maintenance staff with advice from the manufacturer have determined that the impeller needs to be replaced.

**Council Priorities Served**

*Maintain public safety*

The infrastructure at the Water Resource Recovery Facility enables the production of excellent quality of water that enhances the West Fork Stones River for safe public use, beautiful scenery, and thriving aquatic life.

**Operational Issues**

Aerator 1B is critical to the Operation of the WRFF and its ability to remain in compliance with the City's EPA issued National Pollution Discharge Elimination System permit.

**Fiscal Impact**

The replacement of the WRRF's Oxidation Ditch Aerator 1B's impeller is requested to be funded from the Department's working capital reserves in the amount of \$35,100.

**Attachments**

Task Order 21-01



...

**TASK ORDER NO. 21-01**

**January 28, 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**

**Emergency Aerator Replacement at Sinking Creek WWTP**

**Aerator 1B**

***Task Order No. 21-01***

***Aerator Replacement 1B***

***Murfreesboro Sinking Creek Waste Water Treatment Plant***

**BACKGROUND**

JBS has been asked to remove and replace the broken aerator 1B at the Sinking Creek WWTP in the same fashion as the previous aerator projects. JBS has provided this estimate based upon the labor, subcontractors, and crane rentals associated with the previous projects. Budget pricing includes crane, equipment rental, a diving subcontractor, and labor.

**SCOPE OF WORK**

Labor and materials by JBS to replace the 1B aerator as described above.

**FISCAL IMPACT**

<b>Murfreesboro Service Contract Rate Sheet - 2021</b>			
<b>Task Order 21-01: Aerator 1B Replacement</b>			

<b>Description</b>	<b>Qty (hrs)</b>	<b>Rate</b>	<b>Extended</b>
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
Apprentice/Helper (RT)		\$37.00	\$0.00
Apprentice/Helper (OT)		\$55.50	\$0.00
Expediter/Delivery (RT)		\$29.00	\$0.00
Expediter/Delivery (OT)		\$43.50	\$0.00
Machine Shop Millwright (RT)	120	\$60.00	\$7,200.00
Machine Shop Millwright (OT)	20	\$90.00	\$1,800.00
HVAC/Plb Service Tech (RT)		\$66.00	\$0.00
HVAC/Plb Service Tech (OT)		\$99.00	\$0.00

<b>Equipment</b>	<b>Qty (hrs)</b>	<b>Rate/Hr</b>	<b>Extended</b>
Welder		\$15.00	\$0.00
Power Threader		\$10.00	\$0.00
Mini/Midi Hammer		\$10.00	\$0.00
Variable Reach Forklift		\$27.00	\$0.00
Pickup Truck	140	\$15.00	\$2,100.00
Scissor Lift		\$19.00	\$0.00
Skid Steer		\$25.00	\$0.00
Boom Man Lift		\$29.00	\$0.00

<b>Materials &amp; Subcontractors</b>		
Cranes	Clark Crane	\$13,000.00
Diver Crew	Compass	\$6,000.00
Hydraulic Wrench Rental		\$1,250.00
Misc		\$750.00
Markup on Material & Subcontractors	10.00%	\$2,100.00

<b>TOTAL ESTIMATE</b>	<b>\$35,100.00</b>
-----------------------	--------------------

Contractor:

John Bouchard and Sons Company

By: David Proctor IVName: David ProctorTitle: Project ManagerDate: 1/28/21

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: 03/04/2021

---

**Item Title:** WRRF Roof Replacement

**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**

Approval of roof replacement for the Water Resource Recovery Facility's Main Laboratory & Admin building by Perry Roofing Co.

**Staff Recommendation**

Approve the replacement of the WRRF's Main Laboratory & Admin building roof by Perry Roofing Co.

**Background Information**

Replacement of the thirty-year-old roof of the WRRF's Main Laboratory & Admin building is required. After consulting with several contractors, the replacement cost was budgeted in the Department's CIP.

The City's Purchasing Department issued an Invitation to Bid with a bid opening on February 3, 2021. Perry Roofing Co. provided the lowest qualified bid.

**Council Priorities Served**

*Maintain public safety*

The infrastructure at the Water Resource Recovery Facility enables the production of excellent quality of water that enhances the West Fork Stones River for safe public use, beautiful scenery, and thriving aquatic life.

**Fiscal Impact**

The cost of the roof work, \$71,400, is funded by the Department's Rate Funded Capital Budget and is \$28,600 under the estimated budget.

# COUNCIL COMMUNICATION

**Meeting Date: 03/04/2021**

---

**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. August 12, 2020 (Regular Meeting)
2. August 20, 2020 (Regular Meeting)
3. September 3, 2020 (Public Comment)
4. September 3, 2020 (Regular Meeting)
5. September 16, 2020 (Regular Meeting)
6. September 24, 2020 (Regular Meeting)
7. October 1, 2020 (Public Comment)
8. October 1, 2020 (Regular Meeting)
9. October 14, 2020 (Regular Meeting)
10. October 22, 2020 (Regular Meeting)

August 12, 2020

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 11:35 a.m. on Wednesday, August 12, 2020, in the Community Room at Murfreesboro Police Headquarters 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  
Kirt Wade

Vice-Mayor Scales Harris and City Attorney Adam Tucker participated telephonically at this meeting.

Council Member Eddie Smotherman was absent and excused from the meeting.

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  
Gary Whitaker, Assistant City Manager  
Darren Gore, Assistant City Manager  
Sam Huddleston, Executive Director/  
Development Services  
Angela Jackson, Executive Director/  
Community Services  
Raymond Hillis, Executive Director/  
Public Works  
Michael Bowen, Chief of Police  
Mark Foulks, Chief of Fire & Rescue  
Erin Tucker, Budget Director  
Joey Smith, Solid Waste Director  
Joe McCoy, Purchasing Director  
Chad Gehrke, Airport Manager  
Gary Anderson, Assistant Superintendent of Schools  
Joshua Miller, Administrative Assistant

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

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

(Insert letter dated August 12, 2020 here with regards to  
Governor's Local Government Support Grant.)

Mrs. Erin Tucker, Budget Director, presented information that the City had received \$3.15 Million from the State to use at the discretion of the City, with the caveat that the funds must be obligated or spent by June 30, 2021. She stated that staff's recommendation is to use these funds to offset priority one-time capital expenses which are: Police Radio IP Logger purchase (\$350,000); Transit Rover Bus replacement (\$161,500); Fire Rescue



Apparatus replacements (\$2.3-\$2.6 Million); and School Bus replacement (\$300,000). Council engaged in discussion regarding staff's recommendation for the spending of the State funds.

Mr. LaLance made a motion to approve purchase of the Police Radio IP Logger in the amount of \$350,000 and the Transit Rover Bus replacement in the amount of \$161,500 but save the remainder of the State funds at this time. Mr. Wade seconded the motion and all members of the Council present voted "Aye".

The following letter from the Executive Director of Public Works was presented to the Council:

(Insert letter dated August 12, 2020 here with regards to Rental Agreement for Garbage Truck.)

Mr. Raymond Hillis, Executive Director of Public Works, presented the request of the Solid Waste Department to approve the garbage truck Rental Agreement with Sansom Equipment for \$7,500 per month to fill the need created by the excess amount of rubbish resulting from the Covid-19 pandemic.

Mr. LaLance made a motion to approve the garbage truck Rental Agreement with Sansom Equipment at a monthly rate of \$7,500. Vice-Mayor Scales Harris seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated August 12, 2020 here with regards to Sanitary Sewer Rehabilitation Award of Contract.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to award the 2020/2021 Sewer Rehabilitation Contract to SBW Constructors, LLC for \$4,250,092.

Vice-Mayor Scales Harris made a motion to award the 2020/2021 Sewer Rehabilitation Contract to SBW Constructors, LLC in the amount of \$4,250,092. Mr. Wade seconded the motion and all members of the Council present voted "Aye".

As an item of other business, the following letter from the Airport Manager was presented to the Council at this time:

(Insert letter dated August 12, 2020 here with regards to full terminal parking lot plan completion.)

Mr. Chad Gehrke, Airport Manager, presented the request to approve the construction of the 30-space additional parking lot for \$41,345 with Hawkins Paving. He stated that utilizing the City Street Department to prepare the site resulted in significant savings.

Mr. Wade made a motion to approve the second bid from Hawkins Paving in the amount of \$41,345. Mr. LaLance 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 August 12, 2020 here with regards to Beer Permit Application for Mahi Market at 2414 E Main St.)

Mr. LaLance made a motion to approve the Beer Permit for Mahi Market, 2414 East Main Street (New Ownership). Mr. Martin seconded the motion and all members of the Council present voted "Aye".

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

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

(Insert letter dated August 12, 2020 here with regards to Benefits of an Automated Waste Management Solution (AWMS).)

Mr. Darren Gore, Assistant City Manager, presented a review of the benefits of an Automated Waste Management Solution and explained his return on investment analysis which focused on the cost avoidance of "go backs" and the added revenue that could come from potential payback on new services. Council discussed the proposals that were received regarding an Automated Waste Management Solution and directed Mr. Gore to proceed with researching in utilizing such a system in the City.

Mayor McFarland introduced the new Purchasing Director, Mr. Joe McCoy, who was replacing the retiring Mr. Paul Boyer.

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

(Insert letter dated August 12, 2020 here with regards to June 2020 Dashboard packet.)

The June 2020 Dashboard Update included Financial, Building & Codes, Risk Management, Construction Data, Sales Tax Revenues, Solid Waste Revenues, State Revenue Collections, City Schools Cash Flow Statements and Revenue & Expenditure Budget Comparison Reports. There was no discussion regarding the update.

Mr. Mark Foulks, Chief of Fire and Rescue, presented the Council with an overview of the City's attempt to work with the County to develop a working relationship between the Fire and Rescue Department and County EMS. He explained what his goals were to allow his employees to practice EMS to the level of their licensure and the persistent issues that continued to cause problems in developing the relationship with County EMS. These issues included dispatch issues, medical direction issues, and primary care issues. He said that,

due to these issues and a resistance from the County to address these issues, was the reasoning behind the request for competitive sealed proposals for ambulance service for the City. Chief Foulks stated that, by requesting the sealed proposals, he was attempting to find a service that would meet the needs and the standards that the City requires and added that County EMS was invited to enter a bid themselves. Council discussed the information that Chief Foulks had presented and addressed the following questions. Are we going to dictate what the standard of patient care is? Do we have the space to house the contractual staff? How many contractual staff will there be? What would the contractual EMS staff's rate of pay be? Who would oversee the contractual staff? Would they wear our uniforms? Would we lose Fire and Rescue employees to the proposed contractual service? Will the proposed model of service be better for the residents of Murfreesboro? Would it be beneficial to try and work with the County to try and resolve these issues? What liability issues is the City taking on with the proposed contractual staff? If there is no cost to the City for the proposed EMS services, what is the cost going to be for the taxpayers? Council came to the consensus that a meeting needed to be scheduled between representatives of the County, the City and the Council to try and work together to resolve these issues.

Council Member Bill Shacklett gave a summary of the City School Board meeting held on August 11, 2020 in which the candidates for the Superintendent of Schools position were rejected; the Interim Superintendent of Schools was considered for the position; and finally, that it was decided the Interim Superintendent of Schools would remain in the interim position while more progress was made towards filling the position permanently.

There being no further business, Mayor McFarland adjourned this meeting at 2:10 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

August 20, 2020

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 6:00 p.m. on Thursday, August 20, 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

Vice-Mayor Scales Harris participated telephonically at this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Melissa Wright, City Recorder/  
Finance Director  
Darren Gore, Assistant City Manager  
Sam Huddleston, Executive Director/  
Development Services  
Angela Jackson, Executive Director/  
Community Services  
Mark Foulks, Chief of Fire & Rescue  
Greg McKnight, Planning Director  
Jim Kerr, Transportation Director  
Ralph Ringstaff, Interim Director of Schools  
Matthew Blomeley, Assistant Planning Director  
Joshua Miller, Administrative Assistant

Councilmember Kirt Wade commenced the meeting with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. Airport Terminal Project Change Order (Airport)
2. Affordable Housing Program – 605 East Castle Street (Community Development)
3. Amend The Journey Home CBDG Acquisition of Rental Property 433 South Kings Highway (Community Development)
4. Amend Greenhouse Ministries Acquisition of Rental Property 222 South Bilbro Avenue (Community Development)
5. Community Investment Program Funds Transfers (Finance)
6. Amendment to Fire Helmets Contract (Fire Rescue)
7. Approval of Competitive Sealed Proposals for Procurement of Medical, Dental, and Pharmacy Benefit Providers (Human Resources)
8. Data Cabling (Schools)
9. Asphalt Purchases Report (Water Resources)
10. Final Change Order - Hobas Pipe Inspection (Water Resources)
11. GlobalCare Software Support Renewal (Water Resources)

12. Purchase Sole Source State Chemical (Water Resources)
13. Purchase of Zetag Polymer (Water Resources)  
(Insert letters from Airport, Community Development (3), Finance,  
Fire Rescue, Human Resources, Schools,  
& Water Resources (5) here.)

Mr. Shacklett made a motion to approve the Consent Agenda. 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 August 20, 2020 here regarding Budget Amendment.)

An ordinance, entitled "ORDINANCE 20-O-23 amending the 2020-2021 Budget (1<sup>st</sup> Amendment)," which passed first reading on July 9, 2020, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

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

(Insert ORDINANCE 20-O-23 here.)

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

(Insert letter dated August 20, 2020 here with regards to  
Refinancing City General Obligation Fixed Rate Debt.)

The following RESOLUTION 20-R-21 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 20-R-21 here authorizing the issuance of general obligation refunding bonds of the City of Murfreesboro, Tennessee in the aggregate principal amount of not to exceed \$21,150,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.)

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

(Insert letter dated August 20, 2020 here with regards to amending approximately 32.6 acres of the Victory Station PUD located south of Franklin Road [2020-407].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 20-R-PH-25 adopted by the City Council on July 15, 2020, to consider a proposed amendment to approximately 32.6 acres in the Planned Unit Development (PUD) District located south of Franklin Road and east of Rucker Lane (Victory Station PUD); Swanson Development, LP, applicant [2020-407]. Notice of said public hearing was published in the August 4, 2020 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the unanimous recommendation of the Planning Commission to approve the amendment to the Victory Station PUD and introduced Mr. Matt Taylor, SEC, Inc., who gave a brief presentation on the proposed plans for the development.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed amendment to the Victory Station PUD for approximately 32.6 acres located south of Franklin Road, step forward to the podium.

There was no one 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.

An ordinance, entitled "ORDINANCE 20-OZ-25 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 32.6 acres in the Planned Unit Development (PUD) District located south of Franklin Road and east of Rucker Lane (Victory Station PUD) as indicated on the attached map; Swanson Development, LP, applicant [2020-407]," 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: Madelyn Scales Harris  
Ronnie Martin

Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: Rick LaLance

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

(Insert letter dated August 20, 2020 here with regards to amending the Zoning Ordinance regarding Section 26: Off-Street Parking, Queuing, and Loading [2020-803].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 20-R-PH-26 adopted by the City Council on July 15, 2020, with respect to amending the Murfreesboro City Code Appendix A-Zoning, Section 26, regarding off-street parking, queuing, and loading; City of Murfreesboro Planning Staff, applicant [2020-803]. Notice of said public hearing was published in the August 4, 2020 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the unanimous recommendation of the Planning Commission to approve the amendment to the Zoning Ordinance regarding Section 26: Off-Street Parking, Queuing, and Loading and gave a brief summary of the proposed amendment.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed amendment to Section 26 of the Zoning Ordinance, step forward to the podium.

There was no one 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.

An ordinance, entitled "ORDINANCE 20-O-26 amending Murfreesboro City Code Appendix A— Zoning, Section 26, regarding off-street parking, queuing, and loading; City of Murfreesboro Planning Staff, applicant [2020-803]," was read to the Council and offered for passage on first reading upon motion made by Mr. Martin, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated August 20, 2020 here with regards to scheduling a public hearing for September 24, 2020 for a proposed amendment to the Sign Ordinance, Murfreesboro City Code Chapter 25.2 Signs.)

The following RESOLUTION 20-R-PH-28 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

Abstain: Eddie Smotherman

(Insert RESOLUTION 20-R-PH-28 here fixing the time for holding a Public Hearing on September 24, 2020 with respect to amending Murfreesboro City Code, Chapter 25.2 Signs, Section 25.2-2, 25.2-4, 25.2-23, 25.2-24, 25.2-25, and Section 25.2-26, for the purposes of: (1) adding a definition of "External Customer Transaction Portal" and allow certain, limited electronic changeable signs at external locations such as ATMs, drive-up windows, and gasoline pumps; (2) allowing the immediate disposition of temporary signs picked up in ROW; (3) prohibiting certain materials from use in signage; (4) reducing the maximum allowable size of temporary signs; and (5) allowing murals on more than two sides of a building [2020-802]; City of Murfreesboro Planning Staff, Applicant.)

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

(Insert letter dated August 20, 2020 here with regards to Funding of Strategic Partnerships.)

Ms. Angela Jackson, Executive Director of Community Services, presented the request to approve the Strategic Partnerships Funding Schedule.

Mr. Wade made a motion to approve the Strategic Partnerships Funding Schedule. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated August 20, 2020 here with regards to Lease Agreement with Wee Care Day Care.)

Ms. Angela Jackson, Executive Director of Community Services, presented the request to approve the Lease Agreement with Wee Care Day Care located at 510 Hancock Street with a monthly rent of \$2,750.



Mr. Shacklett made a motion to approve the Lease Agreement with Wee Care Day Care at 510 Hancock Street for a monthly rent of \$2,750. Mr. Martin seconded the motion and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Infrastructure/City Engineer was presented to the Council:

(Insert letter dated August 20, 2020 here with regards to Change Order Request for Stones River Greenway Ext. Phase IV.)

Mr. Jim Kerr, Transportation Director, presented the request of the Engineering Department to approve Change Order Request No. 5 for the Stones River Greenway Extension Phase IV with Jarrett Builders, Inc. for \$707,659.65.

Mr. Smotherman made a motion to approve Change Order Request No. 5 for the Stones River Greenway Extension Phase IV. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated August 20, 2020 here with regards to Professional Services Contract for the Murfreesboro Transit Facility.)

Mr. Jim Kerr, Transportation Director, presented the request of the Transportation Department to approve the Professional Services Contract with HDR Engineering, Inc. to perform National Environmental Policy Act ("NEPA") design services for the City's Transit facility not to exceed \$834,325.

Mr. Wade made a motion to approve the Professional Services Contract with HDR Engineering, Inc. in an amount not to exceed \$834,325 for design of City's Transit Facility. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated August 20, 2020 here with regards to Northeast Regional Pump Station-Task Order Amendment.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the scope of work amendment to SSR Task Order No. 17-41-016.0 for design services of the Northeast Regional Pump Station for \$30,640.

Mr. Wade made a motion to approve SSR Task Order No. 17-41-016.0 for design services of the Northeast Regional Pump Station in the amount of \$30,640. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated August 20, 2020 here with regards to Specific Energy Distribution System Optimizer.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the proposal from Specific Energy, Inc. to purchase and

install five distribution system optimizers to control the filling and draining of five water storage tanks for \$145,500.

Mr. Smotherman made a motion approve the purchase and installation of distribution system optimizers for five water storage tanks from Specific Energy, Inc. in the amount of \$145,500. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated August 20, 2020 here with regards to  
Specific Energy Pump Management for Membrane  
Pump Station.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the proposal from Specific Energy, Inc. to purchase and install an Asset Management and Optimization System for the membrane pump station for \$21,300.

Mr. Martin made a motion to approve the purchase and installation of Specific Energy, Inc.'s Pump Asset Management and Optimization System for the membrane pump station in the amount of \$21,300. Mr. Shacklett 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 July 30, 2020 here with regards to Beer Permit  
Applications for Vito Market & Deli at 804 N Thompson Lane Ste.  
1D; Sleep Inn Market at 193 Chaffin Place; Smoke Shop at  
2568 S. Church St. Ste. B; Ms. Marian's Café at 1513 E.  
Main St.; and a Special Event Permit on 9/26/20 at  
Oaklands Mansion, 901 N. Maney Ave.)

Mr. Wade made a motion to approve Beer Permits for Vito Market & Deli, 804 North Thompson Lane, Suite 1D (New Location); Sleep Inn Market, 193 Chaffin Place (New Location); Smoke Shop, 2568 South Church Street, Suite B (Ownership Change); Ms. Marian's Café, 1513 East Main Street (New Location); and a Special Event Permit on 9/26/20 at Oaklands Mansion, 901 North Maney Avenue. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

Mayor McFarland announced that he was interested in creating a taskforce jointly between the City and County to facilitate a solution to the EMS disagreements that both organizations have been experiencing. He would recommend four representatives from the City and Mayor Ketron would recommend four representatives from the County to be on the taskforce, with none of the representatives being elected officials and all the taskforce

meetings being advertised as public meetings. He stated that, if the Council was in agreement with the creation of the taskforce, he thought that any consideration to the RFSP'S for EMS services that the City had received should be put on hold.

Mayor McFarland also stated that he would like staff to address and research something he believes is an issue with the CBD District zoning. He believes that, because of the CBD zoning and its requirements for parking, the downtown area is not a welcome place for small businesses to develop. He asked staff to research the issue and come up with potential solutions.

Council Member Eddie Smotherman stated how much he had enjoyed serving on the Council, serving with the Council Members and how much he had appreciated being able to serve the City.

There being no further business, Mayor McFarland adjourned this meeting at 7:13 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

September 3, 2020

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 5:30 p.m. on Thursday, September 3, 2020, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright

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

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Melissa Wright, City Recorder/  
Finance Director  
Gary Whitaker, Assistant City Manager  
Darren Gore, Assistant City Manager  
David Ives, Deputy City Attorney  
Sam Huddleston, Executive Director/  
Development Services  
Angela Jackson, Executive Director  
Community Services  
Mark Foulks, Chief of Fire & Rescue  
Mike Browning, Public Information 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.

Ms. Charlene Montrose, 2740 Sewanee Place, questioned Council about public housing and low-income housing in the City.

Mayor McFarland explained that the Murfreesboro Housing Authority handles public housing and that the Council appoints members to that board. He stated that Franklin Heights, a low-income housing block, was torn down and that a new, much larger low-income housing area was being developed downtown in the Oakland area. He also described what the Community Development Department did with regards to public housing, the work the department was doing with Habitat for Humanity and had Mr. Huddleston describe more details of the department's projects.

There were no others present who wished to speak.

Mayor McFarland adjourned this session of the public comment meeting at 5:38 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

September 3, 2020

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 6:00 p.m. on Thursday, September 3, 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  
Kirt Wade  
Shawn Wright

Vice-Mayor Scales Harris participated telephonically at this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Melissa Wright, City Recorder/  
Finance Director  
Gary Whitaker, Assistant City Manager  
Darren Gore, Assistant City Manager  
David Ives, Deputy City Attorney  
Sam Huddleston, Executive Director/  
Development Services  
Angela Jackson, Executive Director/  
Community Services  
Mark Foulks, Chief of Fire & Rescue  
Matthew Blomeley, Assistant Planning Director  
Joshua Miller, Administrative Assistant

Council Member Shawn Wright commenced the meeting with a prayer followed by Boy Scout Jesse Hoffer of Troop #398 leading the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. MLK Day of Service Grant Award (Community Services)
2. Community Investment Program Funds Transfer (Finance)
3. Grant Contract with Greater Nashville Regional Council (Parks & Recreation)
4. Asphalt Purchases Report (Water Resources)
5. Stones River Water Treatment Plant HVAC Replacement (Water Resources)
6. Uniform Services Contract (Water Resources)
7. Waypoint Network Remediation Services (Water Resources)
8. Water Resources Recovery Facility Irrigator Repairs (Water Resources)

(Insert letters from Community Services, Finance,  
Parks & Recreation & Water Resources (5) here.)

Mr. Wade made a motion to approve the Consent Agenda. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated September 3, 2020 here with regards to amending approximately 32.6 acres of the Victory Station PUD located south of Franklin Road [2020-407].)

An ordinance, entitled "ORDINANCE 20-OZ-25 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 32.6 acres in the Planned Unit Development (PUD) District located south of Franklin Road and east of Rucker Lane (Victory Station PUD) as indicated on the attached map; Swanson Development, LP, applicant [2020-407]," which passed first reading on August 20, 2020, was read to the Council and offered for passage on second and final reading 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  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

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

(Insert ORDINANCE 20-OZ-25 here.)

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

(Insert letter dated September 3, 2020 here with regards to Amending the Zoning Ordinance, Section 26: Off-Street Parking, Queuing, and Loading [2020-803].)

An ordinance, entitled "ORDINANCE 20-O-26 amending Murfreesboro City Code Appendix A— Zoning, Section 26, regarding off-street parking, queuing, and loading; City of Murfreesboro Planning Staff, applicant [2020-803]," which passed first reading on August 20, 2020, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

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

(Insert ORDINANCE 20-O-26 here.)

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

(Insert letter dated September 3, 2020 here with regards to Step System Approval – Compton Road, north of Emery Road.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve installation of a STEP system for 73.5 acres off Compton Road near Emery Road as a means of sewage treatment and disposal at the request of the developer, with all costs being paid by the developer.

Mr. Shacklett made a motion to approve the installation of a STEP system for 73.5 acres off Compton Road. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye" except Mayor McFarland who voted "Nay".

The following letter from Mayor McFarland was presented to the Council:

(Insert letter dated September 3, 2020 here with regards to Election of Vice-Mayor.)

Mayor McFarland requested Council's consideration to elect a Vice-Mayor who will serve until the next City election.

Mr. Shacklett made a motion to appoint Ms. Madelyn Scales Harris as Vice-Mayor for a two-year term. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated September 3, 2020 here with regards to Wine Sales Certificate of Compliance – Vito Market & Deli.)

The City Recorder/Finance Director presented for review a Wine Sales Certificate of Compliance for Retail Food Store for Sarshar Rezanejad at Vito Market & Deli, 804 North Thompson Lane, Suite 1D.

Mr. Martin made a motion to approve the Wine Sales Certificate of Compliance for Vito Market and Deli at 804 North Thompson Lane, Suite 1D. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated September 3, 2020 here with regards to a Beer Permit Application for Local Taco at 521 N.W. Broad Street.)

Mr. LaLance made a motion to approve the Beer Permit for Local Taco, 521 N. W. Broad Street (New Location). Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

Under other business, the following letter from the Chief of Fire & Rescue was presented to the Council:

(Insert letter dated September 3, 2020 here with regards to approval to accept Federal Assistance to Firefighters Grant Program – COVID 19 Supplemental.)

Mr. Mark Foulks, Chief of Fire & Rescue, presented the request of the Fire & Rescue Department to approve City acceptance of the Department of Homeland Security Federal Emergency Management Agency's Assistance to Firefighters Grant Program – COVID 19 Supplemental for a total amount of \$26,608 with ten percent being matched by the City.

Mr. Wade made a motion to accept the Department of Homeland Security FEMA Assistance to Firefighters Grant Program – Covid 19 Supplement in the amount of \$26,608. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

Council member Bill Shacklett informed Council that Murfreesboro City School students could resume in-person classes on September 28, 2020, but that remote learning would still be offered as an option.

Mayor McFarland announced that the EMS Taskforce had met, and he was hopeful that it would be successful in resolving the issues between the County and City.

There being no further business, Mayor McFarland adjourned this meeting at 6:16 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER



September 16, 2020

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 11:30 a.m. on Wednesday, September 16, 2020, in the Community Room at Murfreesboro Police Headquarters, 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  
Kirt Wade  
Shawn Wright

Vice-Mayor Scales Harris participated telephonically at this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Melissa Wright, City Recorder/  
Finance Director  
Gary Whitaker, Assistant City Manager  
Darren Gore, Assistant City Manager  
Chris Griffith, Executive Director/  
Public Infrastructure/City Engineer  
Angela Jackson, Executive Director/  
Community Services  
Erin Tucker, Budget Director  
Joshua Miller, Administrative Assistant

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

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

(Insert letter dated September 16, 2020 here with regards to  
Murfreesboro Electric Department Sale Proceeds.)

Mr. Craig Tindall, City Manager, asked Council for guidance regarding a target amount and structure of how the M.E.D. funds should be handled. Council entered into a discussion with the City Manager and the City Attorney about what decisions they could make regarding the funds and, any decision the Council makes, would need approval from the State Comptroller. Based on the recommendation of the City Attorney, it was determined that, instead of asking the State Comptroller what was possible with the funds, Council would instead approve a detailed proposal for what they plan to do with the funds and submit that to the State Comptroller. Council also discussed the management of the funds with suggestions being made for a Council appointed citizen advisory board managing the funds; creating a foundation independent from the City to manage the funds; or by ordinance, placing the funds in an account similar to a trust with the stipulation that, in

order to remove funds from the trust, a referendum must be held. The majority of Council voiced their opinion that they would prefer the funds be taken out of Council's control and be managed by a foundation created to benefit the City. A three-pronged plan for handling the funds was suggested to the City Manager for staff to build on in which it was envisioned that the City would spend the initial proceeds on projects and that, when the annual payment is received, the funds are split between a trust and a foundation with a policy in place for spending earnings and principal.

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

(Insert letter dated September 16, 2020 here with regards to July 2020 Dashboard packet.)

Mrs. Erin Tucker, Budget Director, presented Council with the July 2020 Dashboard update which included Financial, Building & Codes, Risk Management, and Construction Data. She also presented Sales Tax Revenues, Solid Waste Revenues, State Revenue Collections, City Schools Cash Flow Statements and Revenue & Expenditure Budget Comparison Reports. There was no discussion on the July update.

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

(Insert letter dated September 16, 2020 here with regards to Beer Permit Applications for Royal Tobacco & Beer at 206 N Thompson Lane, Suite E and Kwik Sak at 1121 Bradyville Pike.)

Mr. Wade made a motion to approve Beer Permits for Royal Tobacco & Beer, 206 North Thompson Lane, Suite E (Ownership & Name Change) and Kwik Sak, 1121 Bradyville Pike (Ownership & Name Change). Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

Mayor McFarland announced that he had finalized the Council member appointments to the various City boards/commissions and asked department heads to reach out to the new members.

There being no further business, Mayor McFarland adjourned this meeting at 1:08 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

September 24, 2020

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 6:00 p.m. on Thursday, September 24, 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  
Kirt Wade  
Shawn Wright

Vice-Mayor Scales Harris participated telephonically at this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Melissa Wright, City Recorder/  
Finance Director  
Gary Whitaker, Assistant City Manager  
Darren Gore, Assistant City Manager  
Sam Huddleston, Executive Director/  
Development Services  
Angela Jackson, Executive Director  
Community Services  
Mark Foulks, Chief of Fire & Rescue  
Robert Holtz, Building and Codes Director  
Nate Williams, Parks and Recreation Director  
Matthew Blomeley, Assistant Planning Director  
Joshua Miller, Administrative Assistant

Mayor McFarland commenced the meeting with a prayer followed by Ethan Stachura, a sophomore at Blackman High School, leading the Pledge of Allegiance.

Mayor McFarland announced that Item No. 7 on the Consent Agenda was to be pulled and that Item No. 4 was to be heard as new business.

The Consent Agenda was presented to the Council for approval:

1. Cooperative Agreement between City and Mid-Cumberland Human Resources Agency (Community Services)
2. Edward Byrne Memorial Justice Assistance Grant Award (JAG) (Finance)
3. GovDeals' Financial Settlement Services Contract Addendum (Finance)
4. Emergency Medical Services Director (Fire Rescue)  
**(Heard under "new business")**
5. Contract Extension with the York Veterans Administration (Fire Rescue)
6. Extend Agreements for Healthcare Ancillary Products (Human Resources)
7. Issue RFP for Flexible Spending Account (Human Resources) **(Pulled)**
8. Network Cyber Security Service (Information Technology)
9. Contract Extension - Axon Enterprise, Inc. (Police)
10. Banner Requests across East Main Street: (Street)

- a. Parks Department from August 20 - 30, 2021 to promote the 75<sup>th</sup> Annual City Tennis Tournament at the Adams Tennis Complex
  - b. Exchange Club of Murfreesboro from May 22 - 31, 2021 to promote The Healing Field – Flags of Remembrance
11. Amendment to Contract with TDOT for Fiscal Year 2020 Preventive Maintenance Expenses (Transportation)

(Insert letters from Community Services, Finance (2), Fire Rescue, Human Resources, IT, Police, Street & Transportation here.)

Mr. LaLance made a motion to approve the Consent Agenda except for Items No. 4 & 7. Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council voted “Aye”.

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

(Insert letter dated September 24, 2020 here with regards to a contract for Emergency Medical Services Medical Director.)

Mr. Mark Foulks, Chief of Fire & Rescue, presented an agreement with Vanderbilt University Medical Center for an EMS Medical Director, Dr. Jeremy Crook, to oversee MFRD’s Emergency Medical Services for \$24,000 per year. Chief Foulks explained that, due to Dr. Galloway’s resignation as the current EMS Medical Director, the City was statutorily mandated to fill the position and an opportunity had arisen to partner with Vanderbilt University Medical Center, a recognized leader in emergency medical services.

Ms. Jeanne Yeatman, Vanderbilt LifeFlight, explained to Council that Dr. Jeremy Crook was a Rutherford County resident and was extremely passionate about emergency medical services. She stated that, in addition to Dr. Crook, MFRD would also have access to a team of emergency medical physicians to assist them with medical direction on emergency calls.

Council engaged in a discussion regarding this matter and asked questions of staff as to the timing of this decision to enter into an agreement with Vanderbilt University Medical Center; the reasoning behind Vanderbilt University Medical Center being selected for this agreement; and the City and County’s Interlocal Agreement regarding the medical director position.

Mr. LaLance made a motion to defer a vote on an agreement with Vanderbilt University Medical Center for an EMS Medical Director. Mr. Wade seconded the motion. A roll call vote was conducted with Mr. LaLance, Mr. Shacklett, and Mr. Wade voting “Aye” and Vice-Mayor Scales Harris, Mr. Martin, Mr. Wright and Mayor McFarland voting “Nay”, resulting in a failed motion.

Mr. Wright made a motion to approve the agreement with Vanderbilt University Medical Center for an EMS Medical Director which failed for a lack of a second.

Mr. Shacklett made a motion to reconsider the motion to defer a vote on an agreement with Vanderbilt University Medical Center for an EMS Medical Director. Mr. LaLance seconded the motion. A roll call vote was conducted with Mr. LaLance, Mr. Shacklett and Mr. Wade voting "Aye" and Vice-Mayor Scales Harris, Mr. Martin, Mr. Wright, and Mayor McFarland voting "Nay", resulting in a failed motion.

Mr. Martin made a motion to deny the agreement with Vanderbilt University Medical Center for an EMS Medical Director which failed for a lack of a second.

Mr. Martin made a motion to reconsider the motion to deny an agreement with Vanderbilt University Medical Center for an EMS Medical Director. Vice-Mayor Scales Harris seconded the motion.

Mr. Wade made a subsidiary motion to defer a vote to deny an agreement with Vanderbilt University Medical Center for an EMS Medical Director. Mr. Wright seconded the motion and then withdrew his second.

A roll call vote was conducted on Mr. Martin's motion to reconsider the motion to deny an agreement with Vanderbilt University Medical Center for an EMS Medical Director with Mr. Martin voting "Aye" and Vice-Mayor Scales Harris, Mr. LaLance, Mr. Shacklett, Mr. Wade, Mr. Wright and Mayor McFarland voting "Nay", resulting in a failed motion.

Mr. LaLance made a motion to defer a vote on an agreement with Vanderbilt University Medical Center for an EMS Medical Director. Mr. Wade seconded the motion. A roll call vote was conducted with Vice-Mayor Scales Harris, Mr. LaLance, Mr. Shacklett, Mr. Wade, Mr. Wright and Mayor McFarland voting "Aye" and Mr. Martin voting "Nay".

The following letter from the Building and Codes Director was presented to the Council:

(Insert letter dated September 24, 2020 here with regards to an  
Amendment to the Sign Ordinance [2020-802].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 20-R-PH-28 adopted by the City Council on August 20, 2020, to consider amending Murfreesboro City Code, Chapter 25.2 Signs, Sections 25.2-2, 25.2-4, 25.2-23, 25.2-24, 25.2-25, and Section 25.2-26, for the purposes of: (1) adding a definition of "External Customer Transaction Portal" and allow certain, limited electronic changeable signs at external locations such as ATMs, drive-up windows and gasoline pumps; (2) allow the immediate disposition of temporary signs picked up in the ROW; (3) prohibit certain materials from use in signage; (4) reduce the maximum allowable size of temporary signs; and (5) allow murals on more than two sides of a building. Notice of said

public hearing was published in the September 8, 2020 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Robert Holtz, Building and Codes Director, presented examples of the proposed changes and the unanimous recommendation of the Planning Commission to approve the Sign Ordinance amendments. Mr. Holtz answered questions from Council which centered around temporary signs and proposed changes to fees, timeframe to pick up signs and locating right-away for placement.

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

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

An ordinance, entitled "ORDINANCE 20-O-28 amending Murfreesboro City Code, Chapter 25.2 Signs, Sections 25.2-2, 25.2-4, 25.2-23, 25.2-24, 25.2-25, and Section 25.2-26, for the purposes of: (1) adding a definition of "External Customer Transaction Portal" and allow certain, limited electronic changeable signs at external locations such as ATMs, drive-up windows and gasoline pumps; (2) allow the immediate disposition of temporary signs picked up in the ROW; (3) prohibit certain materials from use in signage; (4) reduce the maximum allowable size of temporary signs; and (5) allow murals on more than two sides of a building," was read to the Council and offered for passage on first reading upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris  
Bill Shacklett  
Kirt Wade  
Shane McFarland

Nay: Rick LaLance  
Ronnie Martin  
Shawn Wright

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

(Insert letter dated September 24, 2020 here with regards to zoning of approximately 78 acres located along Northwest Broad Street [2019-424].)

Mr. Matthew Blomeley, Assistant Planning Director, explained that some issues that staff had regarding this application have been addressed since first reading but that staff

was still concerned with were regarding the adjacent industrial uses incompatibility; undesirable streetscape; and the ability of the City to efficiently provide services to the proposed development.

Mr. Matt Taylor, SEC Inc., presented updated plans for the development which included decreased density; upgrades to the quality of the homes; housing distance; increased buffers; private trash collection; and inclusion of a camera on a traffic signal pole to notify if a train is blocking the road, to assist with the dispatching of emergency services.

An ordinance, entitled "ORDINANCE 20-OZ-01 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 65 acres along Northwest Broad Street as Planned Unit Development (PUD) District, simultaneous with annexation, and to rezone approximately 13 acres along Northwest Broad Street from Single-Family Residential Fifteen (RS-15) District and Light Industrial (L-I) District to Planned Unit Development (PUD) District (River Landing PUD); D.R. Horton, Inc., applicant [2019-424]," which was deferred on first reading on April 30, 2020, was read to the Council and offered for passage on first reading upon motion made by Mr. Martin, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

Abstain: Shawn Wright

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

(Insert letter dated September 24, 2020 here with regards to Mandatory Referral for right-of-way abandonment along Esther Lane.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the request of the Planning Department to abandon a portion of the Esther Lane right-of-way to help facilitate a building addition for an adjacent business.

Mr. LaLance made a motion to approve the abandonment of a portion of the Esther Lane right-of-way, subject to staff comments, seconded by Mr. Shacklett. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated September 24, 2020 here with regards to Mandatory Referral for abandonment of sanitary sewer easement along East Vine Street and First Avenue.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the request of the Planning Department to abandon the sanitary sewer easement along East Vine Street and First Avenue.

Mr. Martin made a motion to approve the abandonment of the sanitary sewer easement along East Vine Street and First Avenue, subject to staff comments, seconded by Mr. LaLance. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated September 24, 2020 here with regards to scheduling public hearings for October 22, 2020 for zoning applications to approximately 0.4 acres at Dill Lane and approximately 78 acres along Medical Center Parkway; schedule public hearings for November 5, 2020 for annexation of approximately 1 acre along Clays Mill Drive and approximately 2.12 acres along Veterans Parkway and zoning applications for approximately 2.12 acres along Veterans Parkway and approximately 46.5 acres along Lascassas Pike.)

The following RESOLUTION 20-R-PH-32 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 20-R-PH-32 here scheduling a Public Hearing on October 22, 2020 to consider a proposed amendment to rezone approximately 0.4 acres located at 206 Dill Lane from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Eight (RS-8) District; The Journey Home, Inc., applicant [2020-410].)

The following RESOLUTION 20-R-PH-33 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright



Shane McFarland

Nay: None

(Insert RESOLUTION 20-R-PH-33 here scheduling a Public Hearing on October 22, 2020 to consider a proposed amendment to rezone approximately 78 acres along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail from Mixed Use (MU) District, Gateway Design Overlay 1 (GDO-1) District, and Gateway Design Overlay 2 (GDO-2) District to Planned Unit Development (PUD) District (Clari Park PUD), Commercial Highway (CH) District, Gateway Design Overlay 1 (GDO-1) District, and Gateway Design Overlay 2 (GDO-2) District; Hines Acquisitions, LLC, applicant [2020-409].)

The following RESOLUTION 20-R-PH-34 was read to the Council and offered for adoption upon motion made by Mr. Wright, 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  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

(Insert RESOLUTION 20-R-PH-34 here scheduling a Public Hearing on November 5, 2020 to consider adoption of a Plan of Services for and annexation of approximately 1 acre along Clays Mill Drive and Sulphur Springs Road; Allison Magna and Elizabeth Helander, applicants [2020-503].)

The following RESOLUTION 20-R-PH-35 was read to the Council and offered for adoption upon motion made by Mr. Wright, 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  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

(Insert RESOLUTION 20-R-PH-35 here scheduling a Public Hearing on November 5, 2020 to consider (1) adoption of a Plan of Services for and annexation of 2.12 acres and (2) zoning of approximately 2.12 acres along Veterans Parkway, north of Franklin Road, to Commercial Highway (CH) District; Overall Creek Partners and Somphone Ruangtip, applicants [2020-502] & [2020-411].)

The following RESOLUTION 20-R-PH-36 was read to the Council and offered for adoption upon motion made by Mr. Wright, 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  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

(Insert RESOLUTION 20-R-PH-36 here scheduling a Public Hearing on November 5, 2020 to consider a proposed amendment to approximately 46.5 acres in the Planned Residential Development (PRD) District (Laurelstone PRD) located along Lascassas Pike, North of DeJarnette Lane; Goodall Homes, LLC, applicant [2020-412].)

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

(Insert letter dated September 24, 2020 here with regards to LPRF Grant Agreement for Jordan Farm Soccer Facility Amenities.)

Mr. Nate Williams, Parks and Recreation Director, presented the request of the Parks and Recreation Department to approve the LPRF Grant Agreement for the Jordan Farm Soccer Facility amenities from the Tennessee Department of Environment and Conservation in the amount of \$250,000 and a 50% match of \$250,000 from the City for a total project cost of \$500,000.

Mr. Wade made a motion to approve the LPRF Grant Agreement in the amount of \$250,000 and a 50% match from the City in the amount of \$250,000 for a total project cost of \$500,000 for the Jordan Farm Soccer Facility amenities. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

Mayor McFarland expressed his condolences at the passing of Mr. Boyd Evans who served on the Gateway Commission and asked Council to consider any recommendations they might have to fill his vacancy on the Commission.

Vice-Mayor Scales Harris made a motion to rescind the City Manager's decision to lift the City administrative directive regarding face coverings in the City workplace. Mr. Martin seconded the motion.

Council engaged in discussion regarding the end of the County's mask mandate; the ability to enforce the administrative directive; and the potential need to reinstate face coverings for the City workplace as a whole.

A roll call vote on the Vice-Mayor's motion was conducted with Vice-Mayor Scales Harris, Mr. Martin and Mr. Shacklett voting "Aye" and Mr. LaLance, Mr. Wade, Mr. Wright and Mayor McFarland voting "Nay", resulting in a failed motion.

There being no further business, Mayor McFarland adjourned this meeting at 8:06 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

October 1, 2020

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 5:33 p.m. on Thursday, October 1, 2020, with Council Member Bill Shacklett present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Shawn Wright

Vice-Mayor Scales Harris participated telephonically at this meeting. Mayor McFarland and Council Member Kirt Wade were absent and excused.

The following representatives of the City were also present:

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

Council Member Shacklett 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. Charlie Montgomery, Comas Montgomery Realty & Auction Co., expressed his concern with the proposed Sign Ordinance amendments. He explained that signs are an integral part of his business and businesses like his try their hardest to stay in compliance with City regulations.

Mr. Shawn Wright asked Mr. Montgomery how frequently the City called him letting him know that he needed to remove a sign before the City confiscated it. Mr. Montgomery answered that it happens much less frequently than it used to.

Dr. Russ Galloway, St. Thomas Rutherford, expressed his desire to remain the Medical Director for the City and for the joint City/County EMS Task Force to complete their job without a new medical director being introduced into the mix. Dr. Galloway answered questions from Council regarding what lead to him to submit his resignation, what involvement he's had in the joint task force, and if he would be willing to rescind his resignation.

There were no others present who wished to speak.

Councilmember Shacklett adjourned this session of the public comment meeting at 5:50 p.m.

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MADELYN SCALES HARRIS – VICE-MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

October 1, 2020

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 6:00 p.m. on Thursday, October 1, 2020, with Council member Bill Shacklett present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Kirt Wade  
Shawn Wright

Mayor Shane McFarland was absent and excused and Vice-Mayor Scales Harris participated telephonically at this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Melissa Wright, City Recorder/  
Finance Director  
Gary Whitaker, Assistant City Manager  
Darren Gore, Assistant City Manager  
Sam Huddleston, Executive Director/  
Development Services  
Robert Holtz, Building and Codes Director  
Chad Gehrke, Airport Manager  
Matthew Blomeley, Assistant 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. Inter-Local Agreement with Rutherford County for 700mhz Digital Radio System (Police)
2. Total Organic Carbon Instrument Replacement (Water Resources)
3. Asphalt Purchases Report (Water Resources)
4. Water Resource Recovery Facility Task Order No. 20-06 – Clarifier #1 Repair (Water Resources)
5. Water/Wastewater Mechanical/Electrical Services Contract Task Order No. 20-07 (Water Resources)
6. Water & Sewer Connection Fee Approval – Greenhouse Ministries (Water Resources)

(Insert letters from Police & Water Resources (5) here.)

Mr. LaLance made a motion to approve the Consent Agenda. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

The following letter from the Building and Codes Director was presented to the Council:

(Insert letter dated October 1, 2020 here with regards to an  
Amendment to the Sign Ordinance [2020-802].)

An ordinance, entitled "ORDINANCE 20-O-28 amending Murfreesboro City Code, Chapter 25.2 Signs, Sections 25.2-2, 25.2-4, 25.2-23, 25.2-24, 25.2-25, and Section 25.2-26, for the purposes of: (1) adding a definition of "External Customer Transaction Portal" and allow certain, limited electronic changeable signs at external locations such as ATMs, drive-up windows and gasoline pumps; (2) allow the immediate disposition of temporary signs picked up in the ROW; (3) prohibit certain materials from use in signage; (4) reduce the maximum allowable size of temporary signs; and (5) allowing murals on more than two sides of a building," which passed first reading on September 24, 2020, was read to the Council and offered for passage on second and final reading. Mr. Martin made a motion to defer a vote on second and final reading of said ordinance. Mr. LaLance seconded the motion. Upon roll call said ordinance was deferred by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Kirt Wade  
Shawn Wright  
Bill Shacklett

Nay: None

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

(Insert letter dated October 1, 2020 here with regards to zoning  
of approximately 78 acres located along Northwest  
Broad Street [2019-424].)

An ordinance, entitled "ORDINANCE 20-OZ-01 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 65 acres along Northwest Broad Street as Planned Unit Development (PUD) District, simultaneous with annexation, and to rezone approximately 13 acres along Northwest Broad Street from Single-Family Residential Fifteen (RS-15) District and Light Industrial (L-I) District to Planned Unit Development (PUD) District (River Landing PUD); D.R. Horton, Inc., applicant [2019-424]," which passed first reading on September 24, 2020, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Martin, seconded by Mr. Wade. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

Abstain: Shawn Wright

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

(Insert ORDINANCE 20-OZ-01 here.)

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

(Insert letter dated October 1, 2020 here with regards to approval  
of Design Build Contract with Morgan Construction for  
Hangar 1 replacement.)

Mr. Chad Gehrke, Airport Manager, presented the request to approve the Design Build Construction Contract with Morgan Construction for the replacement of Hangar 1 at the Murfreesboro Municipal Airport. Mr. Gehrke stated that the total construction costs of the project are \$4.2 Million with \$2 Million being funded through the Tennessee Airport Economic Development Grant and the remainder to be funded through the CIP.

Mr. Wade made a motion to approve the Design Build Construction Contract with Morgan Construction in the amount of \$4.2 Million for the replacement of Hangar 1 at the Murfreesboro Municipal Airport. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

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

(Insert letter dated October 1, 2020 here with regards to approval  
of Shores Road City/County Maintenance Agreement.)

Mr. Sam Huddleston, Executive Director of Development Services, presented Council with the request to approve the Road Maintenance Agreement for Shores Road at Veterans Parkway between the City and Rutherford County in which the City will manage proposed roadway improvements in the County and provide for its maintenance at an estimated \$3,000 per year. Mr. Huddleston answered questions from Mr. LaLance regarding notification of Shores Road residents about the Road Maintenance Agreement; opposition from residents when the property was previously considered for annexation; and questions regarding signalized intersections.

Mr. Wade made a motion to approve the Road Maintenance Agreement between the City of Murfreesboro and Rutherford County for Shores Road at Veterans Parkway. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

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

(Insert letter dated October 1, 2020 here with regards to Stormwater  
Fund Participation Request – Housing Authority; Oakland  
Court Project.)



Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the reimbursement of the Murfreesboro Housing Authority for street-side rain garden retrofits in the Oakland Court Project up to \$150,000 from the City's Stormwater Fund.

Mr. Wade made a motion to approve the reimbursement of the Murfreesboro Housing Authority for street-side rain garden retrofits in the Oakland Court Project in an amount up to \$150,000. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

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

(Insert letter dated October 1, 2020 here with regards to Salem Highway (SR-99) Widening Phase II – Wiser Engineering Design Proposal.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the proposal from Wiser Consultants, LLC for the redesign of the water and sewer relocations along New Salem Highway, between Old Fort Parkway and I-24, in an amount not to exceed \$30,450.

Mr. Wade made a motion to approve the proposal from Wiser Consultants, LLC for the redesign of the water and sewer relocations along New Salem Highway, between Old Fort Parkway and I-24, in an amount not to exceed \$30,450. Mr. Martin seconded the motion. A roll call vote was conducted 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 October 1, 2020 here with regards to Beer Permit Applications for Fish House at 1626 Middle Tennessee Blvd. and Murfreesboro Strike & Spare at 1720 Old Fort Parkway, Unit #C.)

Mr. LaLance made a motion to approve Beer Permits for Fish House, 1626 Middle Tennessee Boulevard (New Location) and Murfreesboro Strike & Spare, 1720 Old Fort Parkway, Unit #C (New Location). Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council present voted "Aye".

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

Mr. Martin expressed his desire to settle the matter of hiring a new Medical Director for Murfreesboro Fire & Rescue. That Dr. Russ Galloway spoke at the public comment session earlier tonight expressing his desire to continue serving as the Medical Director with the City and rescind his resignation. Mr. Martin stated that his belief was this would help facilitate discussions with the joint City/County Task Force; would indicate a "good faith"

effort from the City to work with the County; and that hiring a new Medical Director would hinder the process.

Mr. Martin made a motion to retain Dr. Galloway as the Medical Director for Murfreesboro Fire & Rescue for at least six months on the most current contract. Mr. Wade seconded the motion.

Mr. Martin made a motion to amend his previous motion to simply ask Dr. Galloway to rescind his resignation and continue in his previous contract and position as Medical Director for Murfreesboro Fire & Rescue. Vice-Mayor Scales Harris seconded the motion to amend his original motion. A roll call vote was conducted and all members of the Council present voted "Aye".

There being no further business, Council Member Shacklett adjourned this meeting at 6:59 p.m.

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MADELYN SCALES HARRIS – VICE-MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

October 14, 2020

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 11:30 a.m. on Wednesday, October 14, 2020, in the Community Room at Murfreesboro Police Headquarters, 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  
Kirt Wade  
Shawn Wright

Vice-Mayor Scales Harris and Council Member Shawn Wright participated telephonically at this meeting.

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  
Gary Whitaker, Assistant City Manager  
Darren Gore, Assistant City Manager  
Raymond Hillis, Executive Director/  
Public Works  
Michael Bowen, Chief of Police  
Mark Foulks, Chief of Fire & Rescue  
Erin Tucker, Budget Director  
Russell Gossett, Solid Waste Director  
Chad Gehrke, Airport Manager  
Joshua Miller, Administrative Assistant

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

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

(Insert letter dated October 14, 2020 here with regards  
to MTSU Interior Signage Addendum to Transient  
Use Agreement.)

Mr. Chad Gehrke, Airport Manager, presented the request to approve the Interior Sign Addendum to the Transient Use Agreement with MTSU. He stated that MTSU desires to incorporate signage into the space it occupies at Murfreesboro Municipal Airport and that the agreement would further the working relationship between the University and the City.

Mr. Wright made a motion to approve the Interior Sign Addendum to the Transient Use Agreement with MTSU. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

Mayor McFarland announced that Item No. 2 on the Agenda, Agreement for Employee Medical Benefits, was to be pulled at this time.

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

(Insert letter dated October 14, 2020 here with regards to Fiscal Year 2021 Budget Amendment Ordinance and Resolutions.)

Mrs. Erin Tucker, Budget Director, presented the Fiscal Year 2021 Budget Review which included Fiscal Year 2021 Revenues, Expenditures and Unfunded requests. She explained what measures the City had enacted to prepare for revenue loss due to the Covid-19 pandemic and shared that the pandemic had not contributed to revenue loss in the City as much as projected. Mrs. Tucker recommended that the Council approve the budget amendments which included a 1.5% COLA increase for all employees plus a 2.5% step increase for all employees in the step system.

Vice-Mayor Scales Harris expressed her belief that raises should be provided evenly across the board regardless of whether they were in the step system or open range pay plan; questioned if there was an issue with retaining firefighters; and asked if a contract system could be implemented to prevent the loss of firefighters.

Mr. Craig Tindall, City Manager, explained that the pay increases were consistent with the pay plan that Council had adopted in 2019 and that there were some risks with implementing a contract system for firefighters.

Chief Mark Folks, Chief of Fire & Rescue, explained that the main loss of firefighters in the City was due to retirement; some firefighters had left due to other organizations offering pensions/defined benefit plans; and that work had already been done in researching the implementation of a contract system.

Mr. Rick LaLance expressed his concern with the amount of unfilled positions in the Police Department; asked what could be done to address these vacancies; and wondered if the salaries for these positions should be raised.

Chief Michael Bowen, Chief of Police, explained the history of the unfilled positions and updated the Council on the efforts being made to fill the shrinking number of vacancies.

Council expressed their desire for staff to implement a 3.0% COLA for the Police and Fire & Rescue Departments in order to increase the pay range for the positions.

An ordinance, entitled "ORDINANCE 20-O-31 amending the 2020-2021 Budget (2nd Amendment)," was read to the Council and offered for passage on first reading, as amended to include a 3.0% COLA for the Police and Fire & Rescue Departments, upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

Mr. Darren Gore, Assistant City Manager, introduced Mr. Russell Gossett, the new Solid Waste Director.

The following RESOLUTION 20-R-22 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 20-R-22 here with regards to Water Resources Department Budget (1st amendment).)

The following RESOLUTION 20-R-23 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Martin. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 20-R-23 here with regards to Stormwater Utility Management Fund Budget 1st amendment.)

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

(Insert letter dated October 14, 2020 here with regards to Community Investment Program Fiscal Year 2021 Budget.)

Mrs. Erin Tucker, Budget Director, presented the Fiscal Year 2021 Community Investment Program (CIP) including postponed projects; funded vs. unfunded projects; and the major projects for Fiscal Year 2021.

Council engaged in discussion with staff regarding the historically low interest rates at this time and the potential for borrowing low interest money to assist in completing the Fiscal Year 2021 CIP projects.

Mr. LaLance made a motion to approve the Fiscal Year 2021 CIP. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated October 14, 2020 here with regards to August 2020 Dashboard packet.)

The August 2020 Dashboard update included Financial, Building & Codes, Risk Management, Construction Data, Sales Tax Revenues, Solid Waste Revenues, State Revenue Collections, City Schools Cash Flow Statements, and Revenue & Expenditure Budget Comparison Reports. There was no discussion regarding the August 2020 Dashboard update.

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

(Insert letter dated October 14, 2020 here with regards to CT – 0253 report of new debt obligation.)

Mrs. Melissa Wright, City Recorder/Finance Director, presented information regarding the bond issuance to refund City variable rate debt in forms CT-0253 2020C. She stated that, as required by State statute, the information was being presented at a public meeting and that no vote was needed.

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

(Insert letters dated October 14, 2020 here with regards to Wine Sales Certificate of Compliance – RaceTrac #2527, RaceTrac #2554 & RaceTrac #2559.)

Mrs. Melissa Wright, City Recorder/Finance Director, presented Wine Sales Certificate of Compliance for Retail Food Store for Nick Webb at RaceTrac #2527 at 1596 New Salem Highway; RaceTrac #2554 at 2121 Medical Center Parkway; and RaceTrac #2559 at 2927 Old Fort Parkway. She indicated the applications were in order.

Mr. Martin made a motion to approve the Wine Sales Certificate of Compliance for Retail Food Store for Nick Webb at RaceTrac #2527, RaceTrac #2554 and RaceTrac #2559. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated October 14, 2020 here with regards to a Special Event Beer Permit Application for Murfreesboro Young Professionals Annual Cornhole Tournament on 11/8/20 at Cannonsburgh Village, 312 South Front Street.)

Mr. Martin made a motion to approve the Special Event Beer Permit for Murfreesboro Young Professionals Annual Cornhole Tournament on 11/8/20 at Cannonsburgh Village, 312 South Front Street. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

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

Mr. Craig Tindall, City Manager, announced that the Communications Department, Mr. Mike Browning and Mr. Larry Flowers had recently won 19 NATOA awards for 2020 programing excellence.

Council Member Bill Shacklett gave a summary from the City School Board meeting in which the late Dr. Gilbert was honored with awards being presented to her family.

Mayor McFarland announced that he had discussed with staff the potential for a Private Act to amend the City Charter in order to protect the initial principal from the MED sale proceeds. This ties up the funds in a manner that is more difficult to change than an Ordinance would require.

There being no further business, Mayor McFarland adjourned this meeting at 1:09 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

October 22, 2020

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 6:00 p.m. on Thursday, October 22, 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  
Kirt Wade  
Shawn Wright

Vice-Mayor Scales Harris participated telephonically at this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Melissa Wright, City Recorder/  
Finance Director  
Darren Gore, Assistant City Manager  
Sam Huddleston, Executive Director/  
Development Services  
Pam Russell, Human Resources Director  
Robert Holtz, Building and Codes Director  
Matthew Blomeley, Assistant Planning Director  
Margaret Ann Green, Principal Planner  
Joshua Miller, Administrative Assistant

Council Member Rick LaLance commenced the meeting with a prayer followed by the Pledge of Allegiance.

Ms. Pam Russell, Human Resources Director, recognized STARS Award recipients Mr. Anthony Wolfe, Murfreesboro Street Department employee, and Mr. Jeremy Vassar, Murfreesboro Fleet Department employee. Mr. Wolfe was operating a boom mower and Mr. Vassar was following in a truck in the Barfield Park area. An elderly gentleman flagged them down and told them there was a woman at the park with a flat tire and asked if they could assist her. They found the woman in the parking lot with two small children. It was a hot day, and she was concerned about getting them out of the heat. Mr. Wolfe and Mr. Vassar were able to find a spare tire under her car and changed it out for her. Mayor McFarland presented plaques recognizing Mr. Wolfe and Mr. Vassar for going above and beyond the call of duty to help this citizen in her time of need stating that truly they represent the best of what Murfreesboro City Employees have to offer exhibiting core values and creating a better quality of life for citizens.



Mayor McFarland proclaimed that, in the City of Murfreesboro, October 22, 2020 would be known as a day to recognize the production team for City TV for winning over 19 awards at a national level.

Mayor McFarland proclaimed that, in the City of Murfreesboro, October 22, 2020 would also be known as a day to honor Victoria Eady Butler, a Murfreesboro resident, for her accomplishments as a Master Distiller at the Uncle Nearest Distillery. Ms. Butler is the great granddaughter of Nathan "Nearest" Green, the slave that taught the "Lincoln County Distilling Process" to a young Jack Daniels.

Mr. Wade stepped out at this time.

The Consent Agenda was presented to the Council for approval:

1. Hotel/Motel Occupancy Tax Examination (Finance)
2. FY 2021 City Manager Approved Budget Amendments (Finance)
3. Change Order No. 1 for Close-out of McKnight Park Maintenance Building Construction Project (Parks & Recreation)

(Insert letters from Finance (2) and Parks & Recreation here.)

Mr. LaLance made a motion to approve the Consent Agenda, seconded by Mr. Wright. A roll call vote was conducted and all members of the Council present voted "Aye".

Mr. Wade returned to the meeting at this time.

The following letter from the Building and Codes Director was presented to the Council:

(Insert letter dated October 22, 2020 here with regards to an amendment to the Sign Ordinance [2020-802].)

Mr. Wright made a motion to amend Ordinance 20-O-28 in order to provide more warning to sign owners before their signs were confiscated and then withdrew his motion in order to engage in discussion regarding the Ordinance with staff.

An ordinance, entitled "ORDINANCE 20-O-28 amending Murfreesboro City Code, Chapter 25.2 Signs, Sections 25.2-2, 25.2-4, 25.2-23, 25.2-24, 25.2-25, and Section 25.2-26, for the purposes of: (1) adding a definition of "External Customer Transaction Portal" and allow certain, limited electronic changeable signs at external locations such as ATMs, drive-up windows and gasoline pumps; (2) allow the immediate disposition of temporary signs picked up in the ROW; (3) prohibit certain materials from use in signage; (4) reduce the maximum allowable size of temporary signs; and (5) allow murals on more than two sides of a building," which passed first reading on September 24, 2020, was read to the Council and offered for deferral on second and final reading upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said ordinance was deferred by the following vote:

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

Nay: None

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

(Insert letter dated October 22, 2020 here with regards  
to Fiscal Year 2021 Budget Amendment Ordinance.)

An ordinance, entitled "ORDINANCE 20-O-31 amending the 2020-2021 Budget (2nd Amendment)," which passed first reading on October 14, 2020, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, 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  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

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

(Insert ORDINANCE 20-O-31 here.)

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

(Insert letter dated October 22, 2020 here with regards to rezoning  
approximately 0.66 acres along Dill Lane, south of East Main  
Street and north of Mercury Boulevard [2020-410].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 20-R-PH-32 adopted by the City Council on September 24, 2020, to consider a proposed amendment to rezone approximately 0.66 acres located at 206 Dill Lane from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Eight (RS-8) District; The Journey Home, Inc., applicant [2020-410]. Notice of said public hearing was published in the October 6, 2020 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the unanimous recommendation of the Planning Commission to approve the rezoning of the property along

Dill Lane and announced that Mr. Scott Foster, Journey Home Director, was present to answer any questions that Council may have.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 0.66 acres located along Dill Lane, south of East Main Street and north of Mercury Boulevard, step forward to the podium.

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

An ordinance, entitled "ORDINANCE 20-OZ-32 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.66 acres located at 206 Dill Lane from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Eight (RS-8) District; The Journey Home, Inc., applicant [2020-410]," was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, 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  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

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

(Insert letter dated October 22, 2020 here with regards to rezoning approximately 78 acres along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike and Willowoak Trail [2020-409].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 20-R-PH-33 adopted by the City Council on September 24, 2020, to consider a proposed amendment to rezone approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike and Willowoak Trail from Mixed Use (MU) District, Gateway Design Overlay 1 (GDO-1) District and Gateway Design Overlay (GDO-2) District to Planned Unit Development (PUD) District (Clari Park PUD), Commercial Highway (CH) District, Gateway Design Overlay 1 (GDO-1) District and Gateway Design Overlay 2 (GDO-2) District; Hines Acquisitions, LLC, applicant [2020-409]. Notice of said public hearing was published in the October 6, 2020 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve the rezoning of the property along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail. He commented on staff's concerns regarding the project and introduced Mr. Randy Caldwell, Ragan Smith, and Mr. Walter O'Shea, Hines Acquisitions, who gave a brief presentation on the proposed plans for the development.

Mr. Sam Huddleston, Executive Director Development Services, and Ms. Margaret Ann Green, Principal Planner, presented the Council with an explanation of the "Gateway Standard" stressing the uniqueness of the Gateway area; examples of different types of architecture that would meet the "Gateway Standard"; the elements of the proposed development plans that are not up to that standard; and the attempts to stress the importance of that standard to the developer.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike and Willowoak Trail, step forward to the podium.

The following were opposed to the rezoning of approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike and Willowoak Trail because of concerns with increased traffic, water drainage/flooding issues and the high density of the proposed project:

Mr. Adam Seaborn - 2726 Crosswoods Drive  
Ms. Madeline Zotti - 2721 Highland Park Drive  
Mr. Richard Lyles - 2667 Crosspark Drive  
Ms. Regina Heasley - 109 Shadeland Court  
Mr. Paul Wisdom representing Ms. Charlene Hinkle - 2666 Wilkinson Pike  
Mr. Bill Ketron - 2510 Blantons Point  
Ms. Patricia Bowland - 2512 West Park Drive  
Ms. Deborah Gray - 2660 Crosspark Drive

Mr. James Transport, 2721 Highland Park Drive, opposed the rezoning stating his concern with traffic issues and that the proposed buildings are too tall.

Mr. Gary Keckley, GoodWorks Unlimited, LLC Director of Development, voiced his support of the rezoning stating that he represents the Villages of Murfreesboro, a senior living community next to the proposed development, and believes that Hines Acquisitions will be a perfect partner to the City.

Ms. Lauren Roland, General Manager, Big V Property Group, voiced her support of the rezoning stating that the proposed development could help boost the Avenue's growth.

Ms. Brenda Pennington, Stones River Battlefield NPS Superintendent, opposed the rezoning stating that the increased traffic will diminish the serenity of the battlefield; the

battlefield's fence is frequently hit by cars due to traffic issues and more traffic will increase that problem; and the battlefield suffers from flooding issues which will be increased by more development.

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.

Council asked questions of Mr. Hines and staff regarding the proposed development plans and the questions raised by the citizens during the public comment hearing.

An ordinance, entitled "ORDINANCE 20-OZ-33 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail from Mixed Use (MU) District, Gateway Design Overlay 1 (GDO-1) District, and Gateway Design Overlay 2 (GDO-2) District to Planned Unit Development (PUD) District (Clari Park PUD), Commercial Highway (CH) District, Gateway Design Overlay 1 (GDO-1) District and Gateway Design Overlay 2 (GDO-2) District; Hines Acquisitions, LLC, applicant [2020-409]," was read to the Council and offered for denial upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said ordinance was denied by the following vote:

Aye: Rick LaLance  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: Ronnie Martin  
Bill Shacklett

Abstain: Madelyn Scales Harris

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

(Insert letter dated October 22, 2020 here with regards to scheduling a public hearing for November 19, 2020 for zoning application for PSO (Planned Signage Overlay District) for Costco Wholesale for approximately 20.2 acres located along Beasie Road and Warrior Drive [2020-420].)

The following RESOLUTION 20-R-PH-37 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  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

(Insert RESOLUTION 20-R-PH-37 here fixing the time for holding a Public Hearing on November 19, 2020 to consider a proposed amendment to zone approximately 20.2 acres along Beasie Road and Warrior Drive as Planned Signage Overlay (PSO) District; Costco Corporation, applicant [2020-420].)

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

(Insert letter dated October 22, 2020 here with regards to scheduling public hearings for November 19, 2020 for zoning application to amend PSO (Planned Signage Overlay District) for approximately 70.7 acres at St. Thomas Rutherford Hospital [2020-415]; zoning application for approximately 1.23 acres located along the east side of Gresham Lane to be rezoned from RS-15 to CH [2020-417]; zoning application for approximately 12.56 acres located along Christie Knob Way to be rezoned from CH to PRD [2020-413]; and zoning application for approximately 1 acre along Gresham Lane to be rezoned from CL to PCD [2020-414].)

The following RESOLUTION 20-R-PH-38 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 20-R-PH-38 here fixing the time for holding a Public Hearing on November 19, 2020 to consider a proposed amendment to approximately 70.7 acres of the Planned Signage Overlay (PSO) District located along North Thompson Lane, Medical Center Parkway and Gateway Boulevard; Ascension Saint Thomas, applicant [2020-415].)

The following RESOLUTION 20-R-PH-39 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 20-R-PH-39 here fixing the time for holding a Public Hearing on November 19, 2020 to consider a proposed amendment to rezone approximately 1.23 acres along the east side of Gresham Lane from Single-Family Residential Fifteen (RS-15) District to Commercial Highway (CH) District; Tony Emmanuel, applicant [2020-417].)

The following RESOLUTION 20-R-PH-40 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 20-R-PH-40 here fixing the time for holding a Public Hearing on November 19, 2020 to consider a proposed amendment to rezone approximately 12.56 acres along Christie Knob Way from Commercial Highway (CH) District to Planned Residential Development (PRD) District (Tiger Hill Townhomes PRD); Celebration Homes, applicant [2020-413].)

The following RESOLUTION 20-R-PH-41 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 20-R-PH-41 here fixing the time for holding a Public Hearing on November 19, 2020 to consider a proposed amendment to rezone approximately 1.0 acre along Gresham Lane from Local Commercial (CL) District to Planned Commercial Development (PCD) District (Secure Lawn PCD); Mark Lovinski, applicant [2020-414].)

The following letter from the Building and Codes and Human Resources Directors was presented to the Council:

(Insert letter dated October 22, 2020 here with regards to reassignment of duties of Disabled Residence Access Committee.)

An ordinance, entitled "ORDINANCE 20-O-24 amending the Murfreesboro City Code, Chapter 2, Article XIV, by eliminating the Disabled Resident Access Committee and designating responsibility and authority for addressing concerns relating to access to City

facilities and services and participation in City activities and functions by individuals with disabilities,” was read to the Council and offered for passage on first reading upon motion made by Mr. Martin, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

Mr. Robert Holtz, Building and Codes Director, presented the request to approve the revised Employee Handbook Policy No: 2008, relating to applicability of the ADA and ADA Coordinators in order to make the Employee Handbook compliant with Ordinance 20-O-24.

Mr. Wade made a motion to approve the revised Employee Handbook Policy No: 2008. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted “Aye”.

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

(Insert letter dated October 22, 2020 here with regards  
to agreement for Employee Medical Benefits.)

Ms. Pam Russell, Human Resources Director, presented the request of the Human Resources Department to approve new agreements for Medical, Dental, FSA, and Pharmacy employee benefits. She announced that the City will see an annual rate reduction of 6% for medical, 12% for dental, 3% for pharmacy, no increase for FSA and a \$4,000 increase for the Benistar Plan.

Mr. LaLance made a motion to approve the new agreements for Medical, Dental, FSA and Pharmacy employee benefits with Wage Works, Benistar, Blue Cross Blue Shield, Delta Dental and Elixer. Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council voted “Aye”.

A recommendation to be considered under other business from the Human Resources Director was presented to the Council at this time:

(Insert letter dated October 22, 2020 here with regards  
to amendment to Wageworks FSA Plan.)

Ms. Pam Russell, Human Resources Director, presented the request of the Human Resources Department to approve an amendment to the Wageworks FSA Plan to allow up to \$550 of a participant’s unused health FSA to be carried over immediately to the following year.



Mr. Wade made a motion to approve an amendment to the Wageworks FSA Plan to carry over up to \$550 of a participants unused health FSA to the next year. Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

Mayor McFarland announced that Item No. 13 on the Agenda, Approve Administrative Changes to the MED Pension Plan, and Item No. 14, Contract to Purchase New Golf Carts for Old Fort Golf Club had been pulled.

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

(Insert letter dated October 22, 2020 here with regards to Beer Permit Application for Murfreesboro Strike & Spare at 1720 Old Fort Parkway, Suite 201 and Special Event Permit for Center for the Arts on 10/17/20 at 312 South Front Street.)

Mr. Wade made a motion to approve the Beer Permit for Murfreesboro Strike & Spare, 1720 Old Fort Parkway, Suite 201 (Ownership Change - Correction) and the Special Event Permit for Center for the Arts on 10/17/20 at Cannonsburgh Village, 312 S Front Street (Ratification). Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

Mayor McFarland explained that Agenda Item No. 13, regarding the MED Pension Plan changes, had been pulled so staff could gather more information in determining the best way to handle the changes.

Mayor McFarland announced that the joint City/County EMS Task Force meetings have been successful and that both sides are close to an agreement.

There being no further business, Mayor McFarland adjourned this meeting at 9:29 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

# COUNCIL COMMUNICATION

**Meeting Date: 03/04/2021**

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**Item Title:** Plan of Services and Annexation for property located along Gresham Lane  
[Public Hearing Required]

**Department:** Planning

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

**Requested Council Action:**

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

---

**Summary**

Annexation of approximately 5.5 acres located along the west side of Gresham Lane south of Miranda Drive.

**Staff Recommendation**

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

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

**Background Information**

Alcorn Properties, LLC has initiated a petition of annexation [2020-504] for approximately 5.5 acres located along Gresham Lane. The City developed its plan of services for this area. During its regular meeting on January 6, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

**Council Priorities Served**

*Expand Infrastructure*

The annexation of the subject parcel will enable its redevelopment with single-family residential lots. The development will include improvements to the existing drainage facilities on the property. In addition, the developer will be required to either construct improvements on Gresham Lane, which is a substandard City street, or pay fees in lieu of construction for future improvements to Gresham Lane.

**Attachments:**

1. Resolution 21-R-PS-01
2. Resolution 21-R-A-01

3. Maps of the area
4. Planning Commission staff comments from 01/06/2020 meeting
5. Planning Commission minutes from 01/06/2020 meeting
6. Plan of services
7. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JANUARY 6, 2021  
PROJECT PLANNER: MARINA RUSH**

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

The property is located on the west side of Gresham Lane, north of Franklin Road. More specifically, it is located north of Clairmont Drive and south of Miranda Drive. The property tax map number is:

- Tax Map 92J, Group A, Parcel 18.00 (5.50 acres)

It is currently developed with a single-family dwelling (addressed as 452 Gresham Lane) as well as the stormwater management pond for the Glendale Subdivision. The property owner, Alcorn Properties, LLC, has submitted a petition requesting this property be annexed into the City of Murfreesboro. The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the eastern property line.

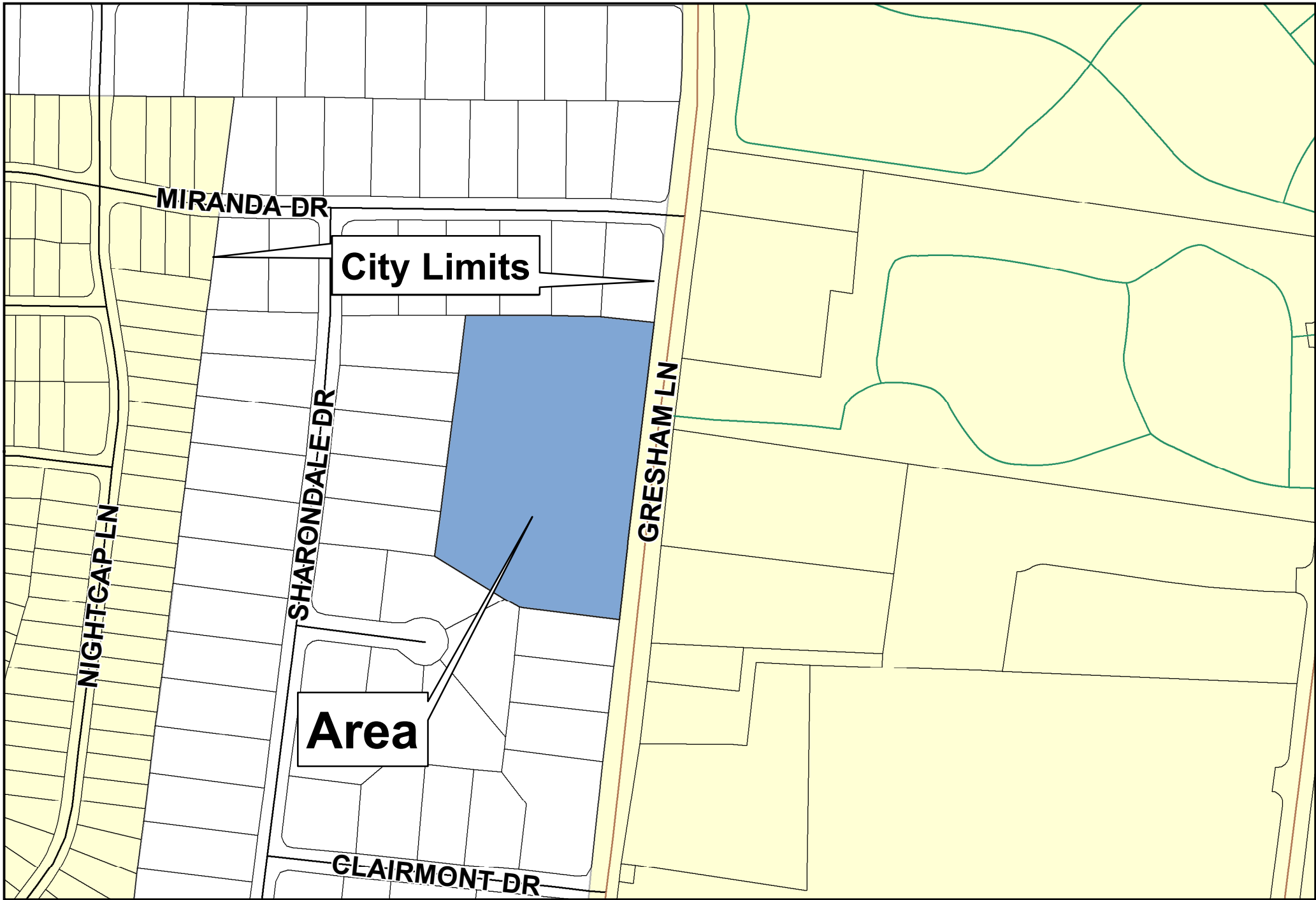
There is no zoning requested for this property; it is currently in the unincorporated portion of Rutherford County and zoned RM (Medium Residential). In accordance with the Murfreesboro Zoning Ordinance, Appendix A, Section 17, land that is zoned agricultural or residential shall be zoned RS-15 upon annexation when there is no zoning requested simultaneous with annexation. The applicant has indicated he is planning to subdivide the subject property into seven parcels, minimum 15,000 square feet each, for development of single-family detached residences.

The subject property is the stormwater management area for the Glendale Subdivision. The majority of the parcel is encumbered with a drainage easement. Any future development will require an engineered design for drainage as well as modifications of the existing easement consistent with the new design. There is currently a restrictive covenant on the property preventing its subdivision. The applicant is in the process of obtaining signatures from the property owners in the Glendale Subdivision in order to be able to subdivide the subject property.

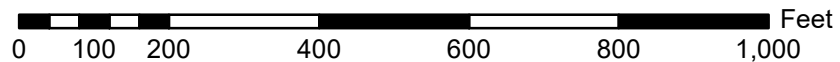
Staff has prepared a Plan of Services for the proposed annexation and is attached to this staff report for reference. City services can be provided to the property upon annexation and for development of seven residential parcels, minimum 15,000 sf. each.

**Action Needed:**

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



## Annexation Request for Property Along Gresham Lane



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





**Annexation Request for Property Along Gresham Lane**



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



## PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

1. Alcorn Properties LLC / David Alcorn  
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: [Signature] Status: President Date: 11-12-20

4613 Veterans Parkway 37128  
Mailing Address (if not address of property to be annexed)

2. \_\_\_\_\_  
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

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

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

3. \_\_\_\_\_  
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

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

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

4. \_\_\_\_\_  
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

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

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

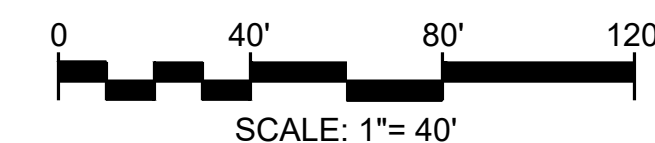
(Attach additional signature pages if necessary)

Legal Description is attached: X Yes

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



CONTACT: NATHAN MELSON, PE



**CIVIL  
INFRASTRUCTURE  
ASSOCIATES**



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 6, 2021**

**6:00 P.M.**

**CITY HALL**

## **MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Jennifer Garland  
Warren Russell  
Chase Salas  
Shawn Wright

## **STAFF PRESENT**

Greg McKnight, Planning Director  
Matthew Blomeley, Assistant Planning Director  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Deputy City Attorney  
Sam Huddleston, Dev't Services Exec. Dir.

Chair Kathy Jones asked for a motion to be made to approve the minutes of the December 7, 2020, December 14, 2020, and December 16, 2020 Planning Commission meetings. **Mr. Warren Russell made a motion to approve the minutes, seconded by Ms. Jennifer Garland. The motion carried by unanimous vote in favor.**

## **Public Hearings**

**Annexation Plan of Services and Annexation Petition [2020-504] for approximately 5.5 acres located along Gresham Lane, Alcorn Properties, LLC applicant.** Ms. Marina Rush summarized the staff report which had been provided to the Planning Commission in the agenda packet.

Ms. Marina Rush explained there was no zoning request for this property; it is currently in the unincorporated portion of Rutherford County and zoned RM (Medium-Density Residential). In accordance with the Murfreesboro Zoning Ordinance, Appendix A, Section 17, land that is zoned agricultural or residential shall be zoned RS-15 upon annexation when there is no zoning requested simultaneous with annexation. The applicant has indicated the plan is to subdivide the subject property into seven lots for single-family detached residences plus the existing home and to address stormwater management. There is currently a restrictive covenant on the property

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 6, 2021**

preventing its subdivision. The applicant is in the process of obtaining signatures from the property owners in the Glenndale Subdivision in order to be able to subdivide the subject. The applicant is prepared to provide an update regarding the number of signatures during this meeting.

Continuing, Ms. Rush stated the subject property is currently the stormwater management area for the Glenndale Subdivision. The majority of the parcel is encumbered with a drainage easement. Any future development would require an engineered design for drainage as well as modifications of the existing easement consistent with the new design. City Staff would work with the applicant's engineer during the construction plan review process to determine if the redesigned detention area can provide additional stormwater management benefits to the larger area around the subject property. In addition, development of this property would require payment to the City by the developer of fees in lieu of construction for future improvements to Gresham Lane, which is a substandard street. Ms. Rush stated that a Plan of Services for the proposed annexation has been prepared and included in the agenda packet. City services can be provided to the property upon annexation.

Mr. David Alcorn, Mr. Dan Alcorn, and Mr. Nathan Nelson (applicant's engineer) were in attendance for the meeting.

Mr. David Alcorn came forward requesting approval of the annexation request. He made known this property is part of the Glenndale Subdivision and is used for stormwater management. The subdivision was developed over thirty years ago and there had not been a formal stormwater management design with the subdivision. Mr. Alcorn stated they would be submitting engineered plans to modify the stormwater detention area. This would improve the existing issues with the drainage on the subject parcel and other properties. The proposed RS-15 lots would contain minimum 1,800 square-foot homes with four sides brick and side-entry garages.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 6, 2021

Continuing, Mr. Alcorn stated they are working on the existing restrictive covenants to remove the subject lot from the Glenndale Subdivision. They have sent out letters to all the homeowners in the Glenndale Subdivision to make known their intentions for this property. They have received telephone calls from the residents, and they have made visits to the area residents who wanted to know more information.

Mr. Shawn Wright asked if the drainage had already been designed or is it in the process of being designed? Mr. Alcorn answered they have provided a concept plan. At this time, they have not completed a final drainage design.

Chair Kathy Jones wanted to know how many signatures would be required to change the restrictive covenants. Mr. Alcorn said the majority of the homeowners. Chair Jones wanted to know how many residents were there. Mr. Alcorn said there are 57 lots in the Glenndale Subdivision. They would need approval from 29 property owners.

Chair Kathy Jones opened the public hearing.

**Mr. Joe Pugh, 2324 Miranda Drive** – came forward asking for additional information regarding:

- What is the difference between the proposed stormwater detention area versus the existing pond in their subdivision?
- Where would the entrance drive be located for the new homes?
- When would Gresham Lane be improved to address the additional traffic from all the new development that has occurred in their area?

Chair Kathy Jones closed the public hearing.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 6, 2021**

Mr. Nathan Nelson, the applicant's engineer, said that the drainage design would include outlets that would allow the gradual release of water instead of just holding water. The improvements would keep the drainage from spilling over onto other properties. At this time, they have provided a concept plan. They would be held to a high standard when designing the stormwater management system which would have to meet the 100-year storm. Also, they would have to address road improvements along Gresham Lane with this development.

Vice-Chairman Ken Halliburton wanted to know if the applicant was not able to collect a majority of signatures, would it not be able to move forward? Mr. David Ives said that if the Planning Commission recommends approval of this annexation request, it would not go to City Council until the applicant has obtained the necessary signatures. In addition, Mr. Matthew Blomeley said that staff would not schedule a public hearing with City Council until the applicant provides evidence that he has obtained the necessary signatures. Also, there is not a required timeframe in which an annexation request must move forward.

Mr. Sam Huddleston stated that Staff had met with the applicant and the applicant's engineer about the benefits of his development. Staff is confident the development would include a detailed analysis and design of the detention area. This would improve the drainage conditions downstream to moderate the flow of drainage in the area. Continuing, Mr. Huddleston explained that, with this development the City's policy requires either the applicant build or participate in the cost for the improvements of Gresham Lane. Our Staff and City Engineer would determine if it is better for the applicant to construct the improvements or provide fees in lieu of construction; or if the fees should this fee be used in providing streetlights along Gresham Lane. Lastly, Mr. Huddleston made known the current traffic count for Gresham Lane is below capacity for the existing two-lane road. With this proposed development Staff does not anticipate going over the 10,000 - 12,000 vehicle daily capacity limit.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 6, 2021**

**Vice-Chairman Ken Halliburton made a motion to approve the annexation Plan of services and annexation petition subject to all staff comments, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.**

## **Staff Reports and Other Business**

Mr. Matthew Blomeley introduced Principal Planner Ms. Holly Smyth to the Planning Commissioners. Ms. Smyth came to us from the City of Hercules, California. She brings years of experience to the Planning Department and we look forward working with her. Ms. Smyth will be presenting items to the Planning Commission in the near future.

Mr. Sam Huddleston came forward requesting for the Planning Commission to make plans for a joint work session with City Council on January 13, 2021. The joint work session would be held at the Murfreesboro Municipal Airport Terminal. Items of discussion would include the Sewer Allocation Ordinance and the vision of the City on land use and development.

There being no further business the meeting adjourned at 6:35 p.m.

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**Chair**

---

**Secretary**

GM: cj

**RESOLUTION 21-R-PS-01** to adopt a Plan of Services for approximately 5.5 acres along Gresham Lane, Alcorn Properties, LLC, applicant. [2020-504]

**WHEREAS**, the Owner(s) of the territory identified on the attached map as the “Area to be Annexed” have either petitioned for annexation or given written consent to the annexation of such territory; and

**WHEREAS**, a proposed Plan of Services for such territory was prepared and published as required by T.C.A. §6-51-102 and T.C.A. §6-51-104; and

**WHEREAS**, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on January 6, 2021 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council;

**WHEREAS**, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee, on March 4, 2021, pursuant to a Resolution passed and adopted by the City Council on January 21, 2021, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on February 16, 2021; and,

**WHEREAS**, the Plan of Services for the territory identified on the attached map as the “Area to be Annexed” establishes the scope of services to be provided and the timing of such services and satisfies the requirements of T.C.A. §6-51-102.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the Plan of Services attached hereto for the territory identified on the attached map as the “Area to be Annexed” is hereby adopted as it is reasonable with respect to the scope of services to be provided and the timing of such services.

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 21-R-A-01**, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

APPROVED AS TO FORM:

DocuSigned by:

*Adam F. Tucker*

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

SEAL

Resolution 21-R-PS-01

PCD

BRAXTON-BRAGG-DR

City Boundary

RS-15

MIRANDA-DR

RM-16

PRD

SHARONDALE-DR

GRESHAM-LN

CH

Area to be Annexed

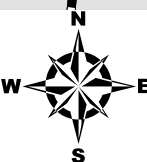
RS-15

CLAIRMONT-DR

CH

ALMAR-KNOT-DR

PRD

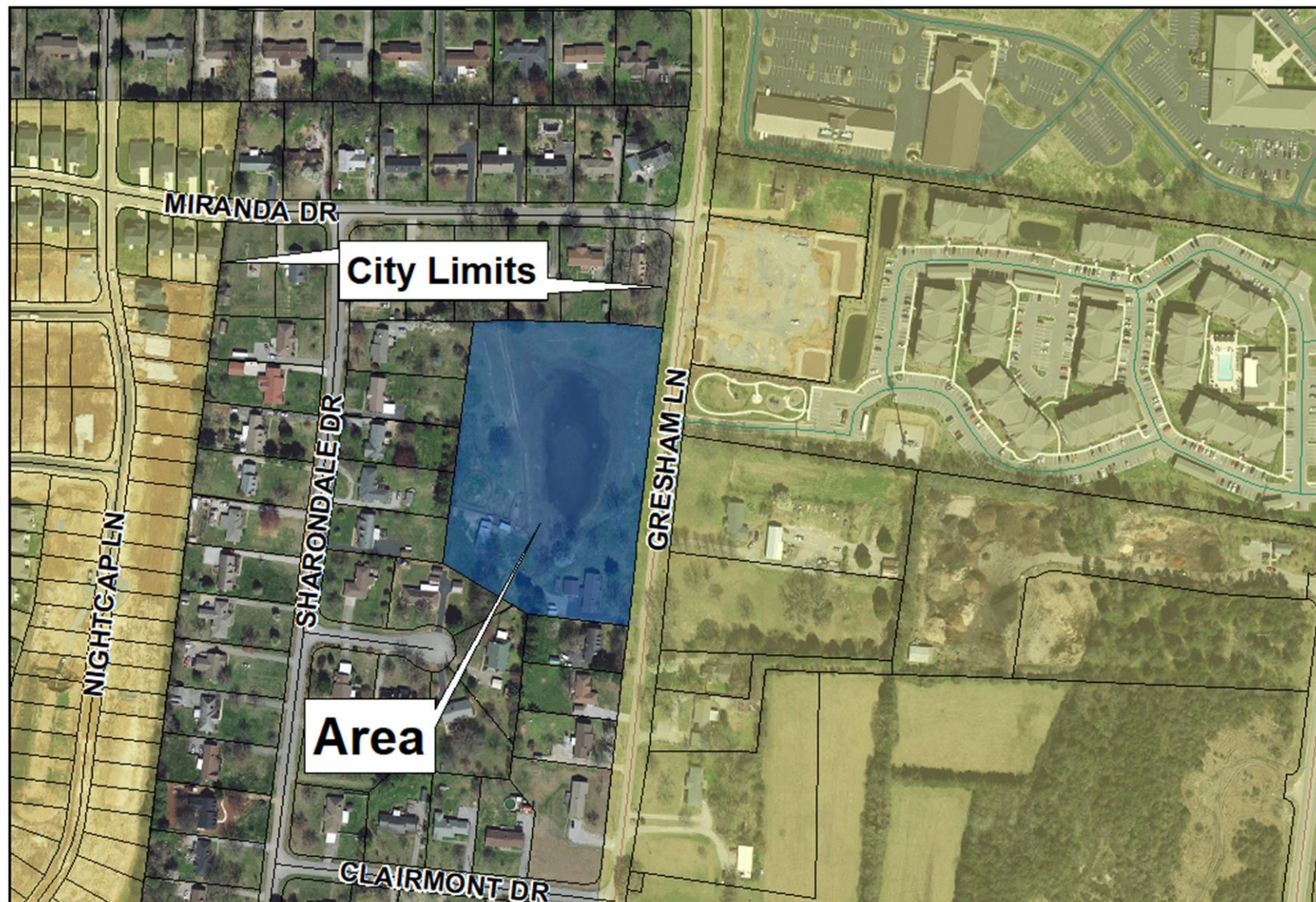


**ANNEXATION REPORT FOR PROPERTY LOCATED  
ALONG GRESHAM LANE  
INCLUDING PLAN OF SERVICES  
(FILE 2020-504)**

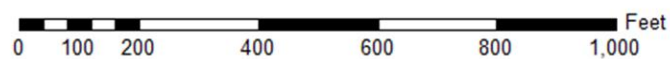


**PREPARED FOR THE  
MURFREESBORO PLANNING COMMISSION  
JANUARY 6, 2020**





### Annexation Request for Property Along Gresham Lane



Planning Department  
City of Murfreesboro  
111 West View Street  
Murfreesboro, TN 37130  
murfreesboro.gov/planning

# INTRODUCTION

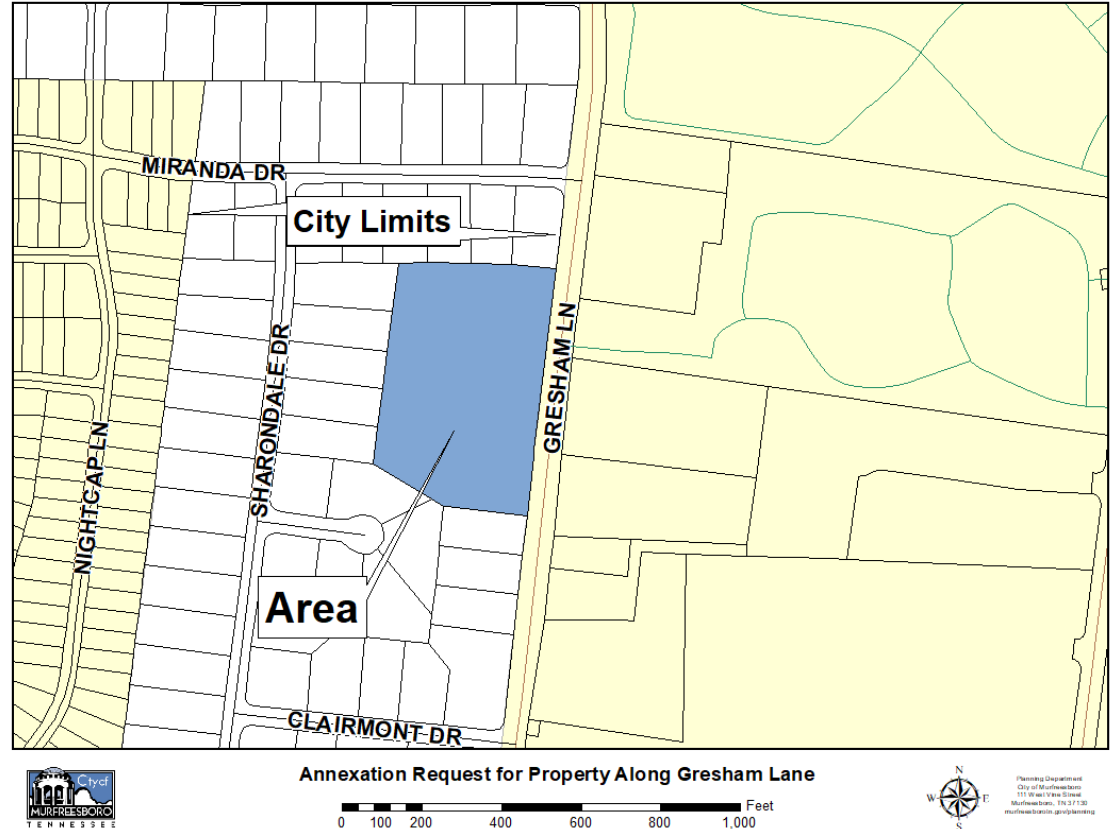
## **OVERVIEW**

The property owner, Alcorn Properties LLC, represented by Mr. David Alcorn, has submitted a petition requesting annexation by the City of Murfreesboro. The annexation area is located along the west side of Gresham Lane, north of Clairmont Drive and south of Miranda Drive. The total annexation area is approximately 5.5 acres and includes following property:

- Tax Map 92J, Group A, Parcel 18.00

The annexation area does not include any right-of-way. The parcel is developed with one single-family residence (addressed 452 Gresham Lane). There is no companion zoning change requested; the property upon annexation would be automatically zoned RS-15 (Single Family Residential). The owner has indicated the future development of the property would be for seven single family residential lots with minimum of 15,000 square foot lot size.

The study area lies within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the eastern property line.

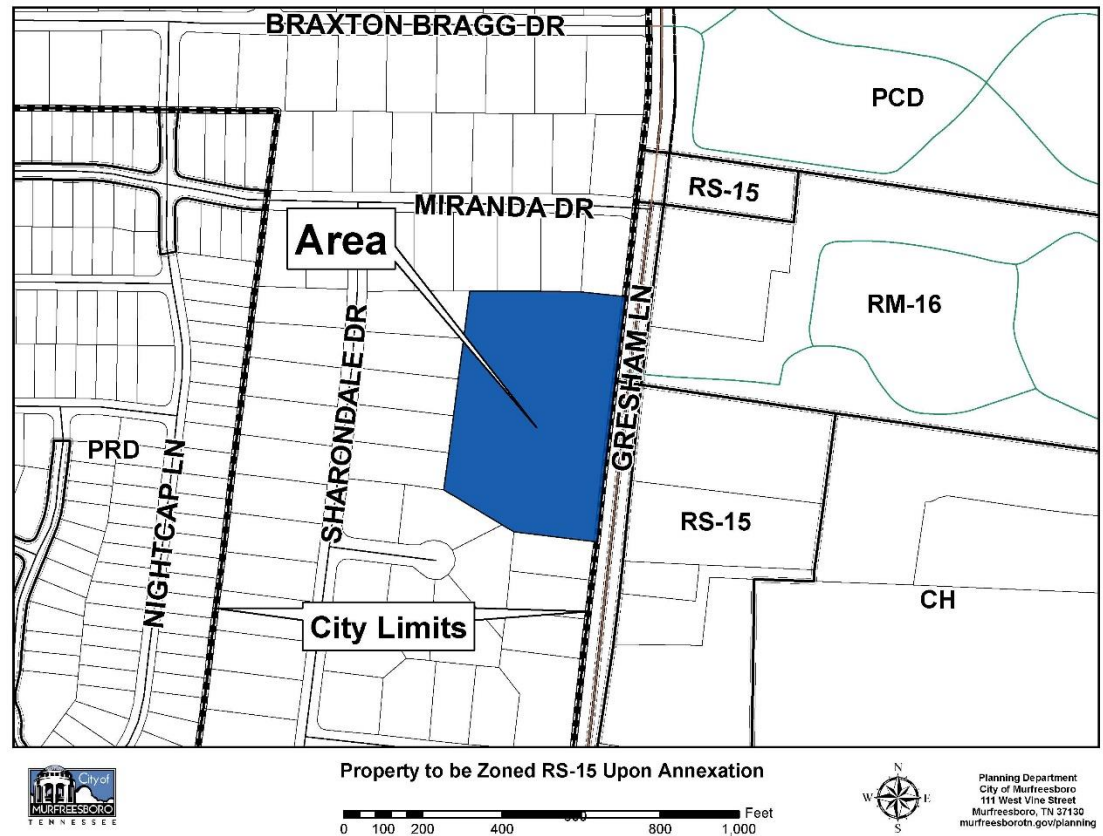




## **CITY ZONING**

There is no companion zoning requested for the subject property. It is currently located in the unincorporated portion of Rutherford County and zoned RM (Medium-Density Residential). In accordance with the Murfreesboro Zoning Ordinance, Appendix A, Section 17, land that is zoned agricultural or residential shall be zoned RS-15 upon annexation when there is no zoning requested simultaneous with annexation. The applicant has indicated he is planning to subdivide the subject property into seven lots, minimum 15,000 square feet each, for development of single-family detached residences.

The adjacent zoning on the properties to the north, west and south is Residential Medium-Density (RM) in Rutherford County, and property to the east across Gresham Lane is zoned Single Family Residential (RS-15) and Multiple Family Residential (RM-16) in the City.



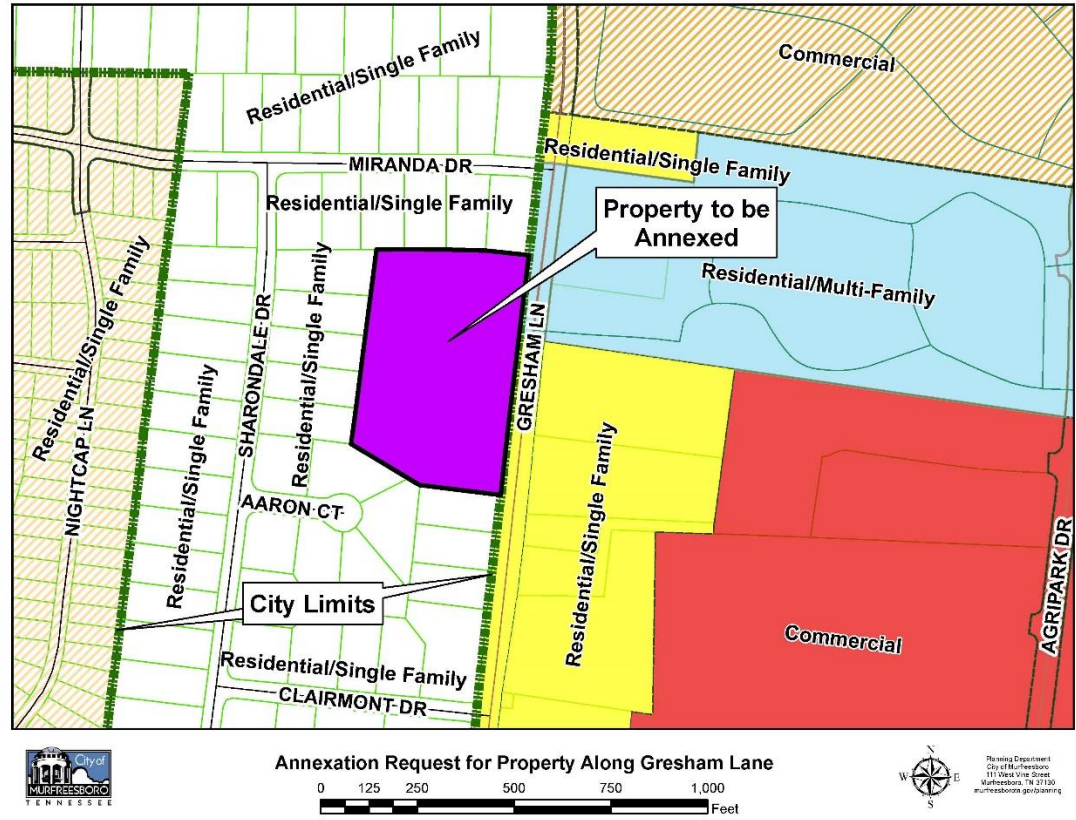
## **PRESENT AND SURROUNDING LAND USE**

The study area is developed with a single-family residence. In addition, the property serves as the stormwater management area for the Glendale Subdivision. The majority of the parcel is encumbered with a drainage easement. Any future development will require an engineered design for drainage as well as modifications of the existing easement consistent with the new design.

In addition, there is currently a restrictive covenant on the property preventing its subdivision. The applicant is in the process of obtaining signatures from the property owners in the Glendale Subdivision in order to be able to subdivide the subject property.

The surrounding land uses include:

- Single family residences to the north, west, and south;
- Single family residences and apartments to the east; and
- Lane Agripark agricultural center to the northeast.



## **TAXES AND REVENUE**

The first City tax bill for all property annexed during the calendar year of 2021 will be due on December 31, 2022. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2894/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. The property is developed with a single-family residence. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

***Table I***  
***Estimated Taxes from Site***

<b>Owner of Record</b>	<b>Acres</b>	<b>Land Value</b>	<b>Improvements + Yard Item Value</b>	<b>Total Assessment</b>	<b>Estimated City Taxes</b>
Alcorn Properties, LLC	5.5	\$52,400	\$188,100	\$60,125	\$775.25

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

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2020-2021 per capita state revenue initial estimates for the City of Murfreesboro once the development is built out. The study area is proposed to be developed with 7 single-family homes.

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

<b>General Fund</b>	<b>Per Capita Amount</b>
State Sales Tax	\$89.00
State Beer Tax	\$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	\$2.00
Gross Receipts (TVA in-lieu taxes)	\$11.80
<i>Total General Revenue Per Capita</i>	\$103.30
<b>State Street Aid Funds</b>	<b>Per Capita Amount</b>
Gasoline and Motor Fuel Taxes	\$38.50
<i>Total Per Capita (General and State Street Aid Funds)</i>	<b>\$141.80</b>
<b>Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit for proposed 6 new units)</b>	<b>\$2,195.06</b>

The per capita state revenue estimates apply only to new residents.

# **PLAN OF SERVICES**



**POLICE PROTECTION**

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

**ELECTRIC SERVICE**

The study area is presently served by Middle Tennessee Electric Membership Corporation (MTEMC). The existing residence is currently served by MTEMC and any future development in the study area will be served by MTEMC as well, as adequate capacity is available. All new electrical infrastructure installed to serve the proposed development will be required to adhere to MTEMC standards.

**STREET LIGHTING**

Street lighting is not installed along Gresham Lane in front of the subject property. Gresham Lane is in the City limits. There are no plans by the City or MTEMC to install streetlights at this time.

**SOLID WASTE COLLECTION**

The Murfreesboro Solid Waste Department will be responsible for providing a cart to the existing single-family home and, if the property is subdivided, it would be responsible for serving the seven single family residences. The day of the week for service will be Tuesday.

**RECREATION**

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

**CITY SCHOOLS**

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. There is one existing residence on the subject property. Any elementary school-age children residing there will be eligible to attend Murfreesboro City

Schools. If annexed, the property will be located within the Cason Lane Academy Elementary School zone.

### **BUILDING AND CODES**

The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

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

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

Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

### **GEOGRAPHIC INFORMATION SYSTEMS**

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

### **STREETS AND ACCESS**

The annexation study area does not include any additional public roadway systems. Access to a public roadway system is available through Gresham Lane. Gresham Lane is a 2-lane ditch section roadway. New developments along Gresham Lane will be required to participate in the cost of construction of the roadway improvements along the property frontage in accordance with the City's Substandard Street requirements. Any future public roadway facilities to serve the study area must be constructed to City standards.

### **REGIONAL TRAFFIC & TRANSPORTION**

The 2014 Level of Service model in the proposed 2040 Major Transportation Plan (MTP) shows Gresham Lane to be operating at a Level of Service A in the study area based on average daily traffic (ADT). The 2040 Level of Service Model indicates that Gresham Lane remains at a Level of Service A without the proposed improvements recommended in the 2040 MTP.

The first major intersection to the south of the study area is Franklin Road. The 2014 Level of Service model in the proposed 2040

Major Transportation Plan (MTP) shows Gresham Lane to be operating at a Level of Service A at the intersection and Franklin Road to be operating at a Level of Service C based on average daily traffic (ADT). The 2040 Level of Service Model indicates that Gresham Lane falls to a Level of Service B and Franklin Road falls to a Level of Service D at the intersection without the proposed improvements recommended in the 2040 MTP.

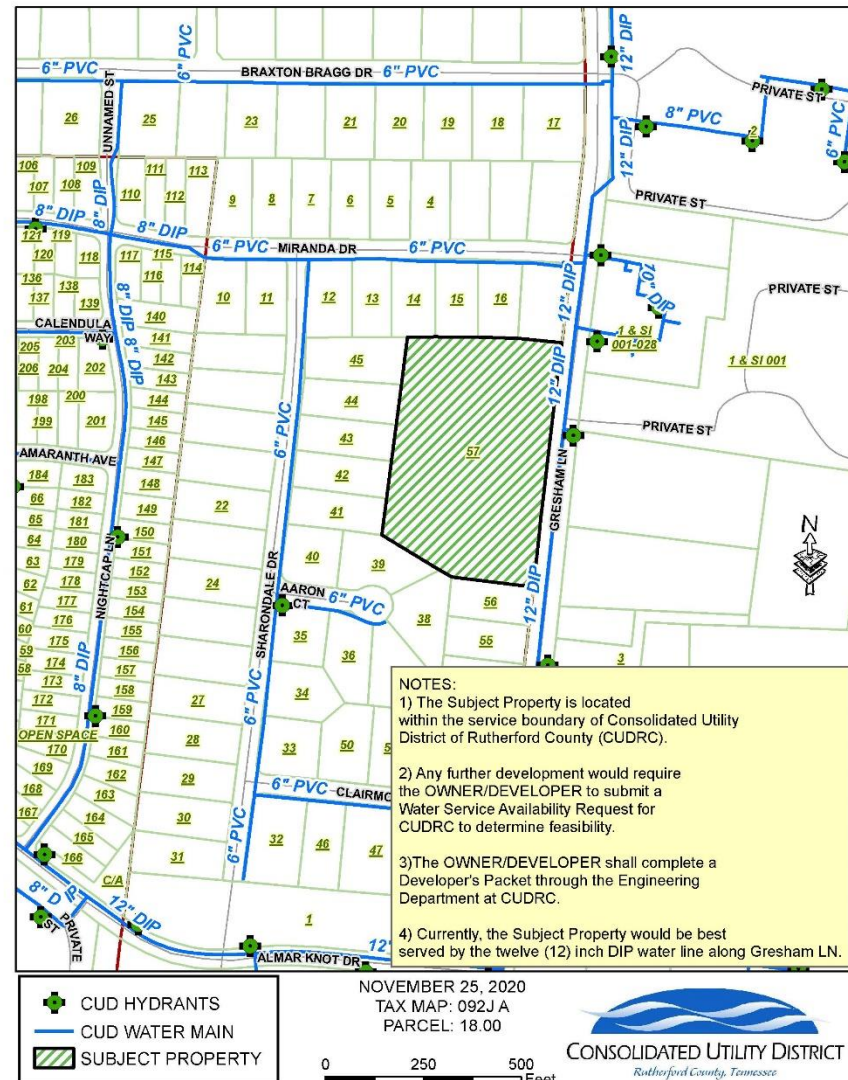
The first major intersection to the north of the study area is John R Rice Blvd. The 2014 Level of Service model in the proposed 2040 Major Transportation Plan (MTP) shows Gresham Lane to be operating at a Level of Service A at the intersection and John R Rice to be operating at a Level of Service B based on average daily traffic (ADT). The 2040 Level of Service Model indicates that Gresham Lane falls to a Level of Service B and John R Rice Blvd falls to a Level of Service D at the intersection without the proposed improvements recommended in the 2040 MTP.

## WATER SERVICE

The study area is located within Consolidated Utility District's (CUD) service area. A 12--inch ductile iron water main (DIP) is located along west side of Gresham Lane and serves the existing residence. This water line can serve the annexation study area and the future development of 7 single-family residential lots, as illustrated in the attached exhibit.

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

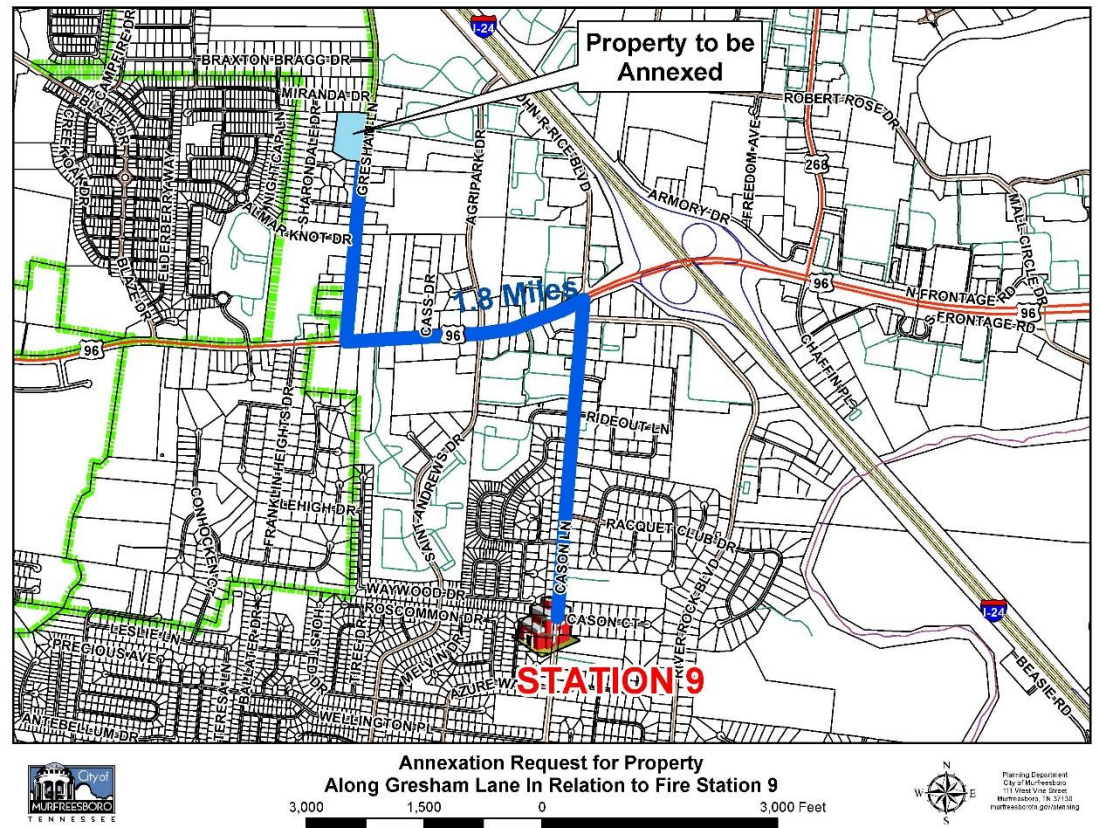
### 452 Gresham LN Exhibit Request



## FIRE AND EMERGENCY SERVICE

The study area includes one existing single-family residence. The Murfreesboro Fire and Rescue Department (MFRD) can provide medical first responder and fire protection to the study area immediately upon the effective date of annexation. Per MFRD, the existing CUD water supply is adequate and there is a fire hydrant available to serve the study area.

Currently the study area is located 1.8 miles from Fire Station #9 (802 Cason Lane). The blue lines on the adjacent map represent linear distance ranges from the nearest fire station.



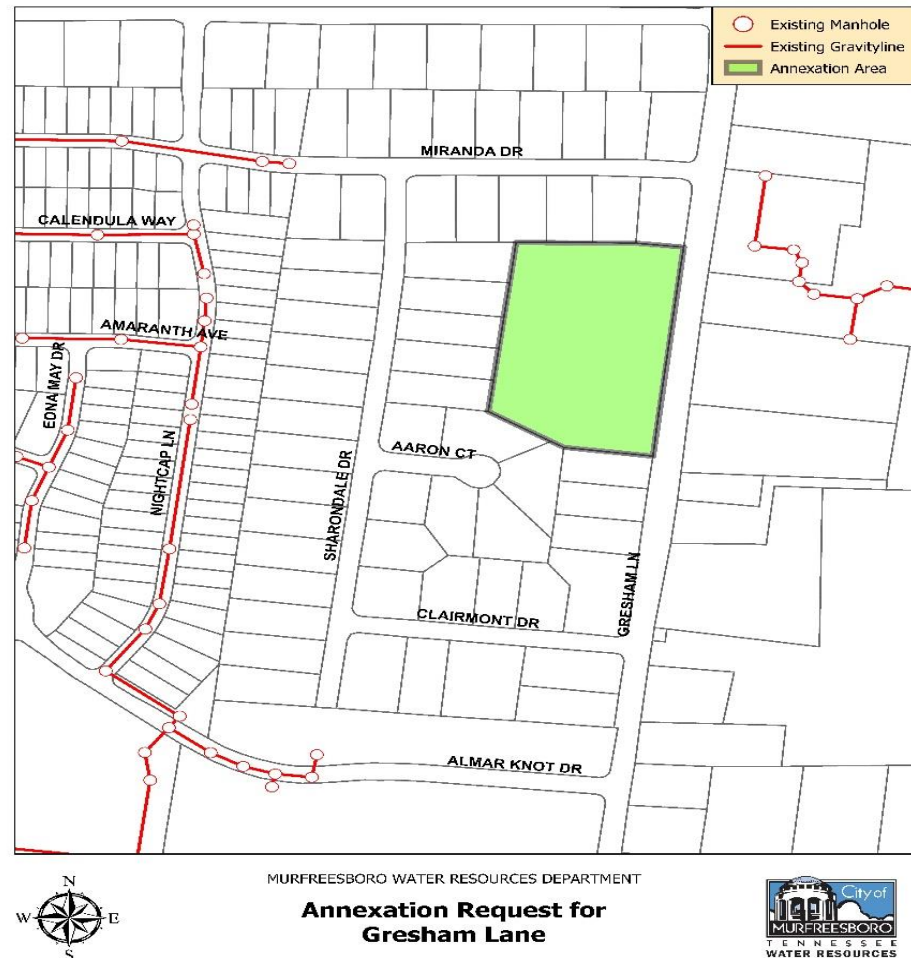


## **SANITARY SEWER SERVICE**

Per the MWRD's (Murfreesboro Water Resources Department) current definition of "available", public sanitary sewer is not available to the property requesting annexation. In order for the study area to receive sanitary sewer service, the developer will be required to install a modified STEP system for all lots within the subdivision, including the existing residence, per the City's/CUD's Design Guidelines for a Septic Tank Effluent Pump (STEP) System. This modified step system would entail a STEP tank and gray water pump on each property and pumping the gray water into a common sewer forcemain to discharge into gravity sewer located on an adjacent property. MWRD would operate and maintain the STEP tanks, pumps, and sewer forcemain once installed by the developer. This plan will require a 20-foot-wide off-site sewer easement for the sewer forcemain.

This development is currently proposing 7 lots on 5.5 acres which would be within the required guidelines of the Sewer Allocation Ordinance, for RS-15, upon its final reading at City Council.

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



## **DRAINAGE**

### **Public Drainage System**

The study area is recorded as lot 57 in Glendale Subdivision and also serves as its detention basin. Existing public drainage systems serving the study area are integral to the existing Gresham Lane. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

### **Regional Drainage Conditions**

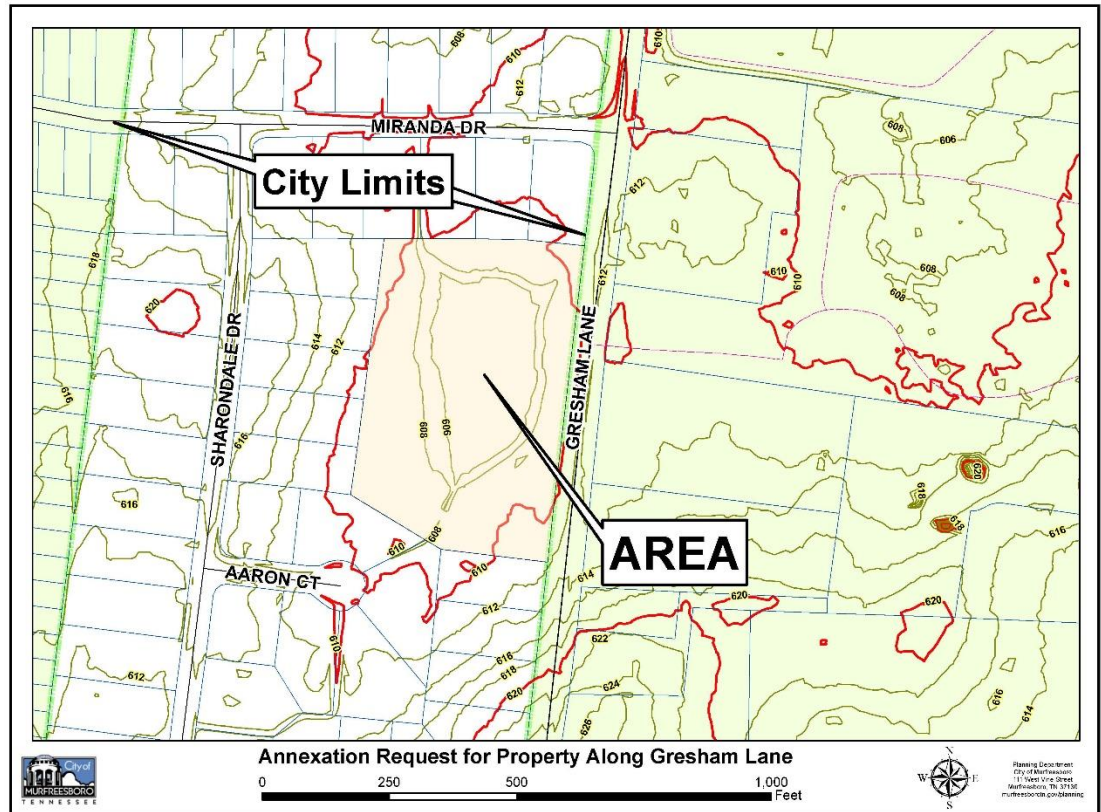
The study area serves as the regional detention pond for the Glendale Subdivision. There is not an outlet structure for this pond, it simply overtops into the drainage system along Gresham Lane. Any modification to the existing pond must provide supporting calculations.

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

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area currently has 1 single family residence and will generate approximately \$39 per year in revenue for the Stormwater Utility Fee.

The subject property is proposed to be developed as 7 single family lots. Based on

this development scenario, it is anticipated that the site will generate \$273 annually in revenue for the Stormwater Utility Fund including anticipated fee credits upon full buildout.

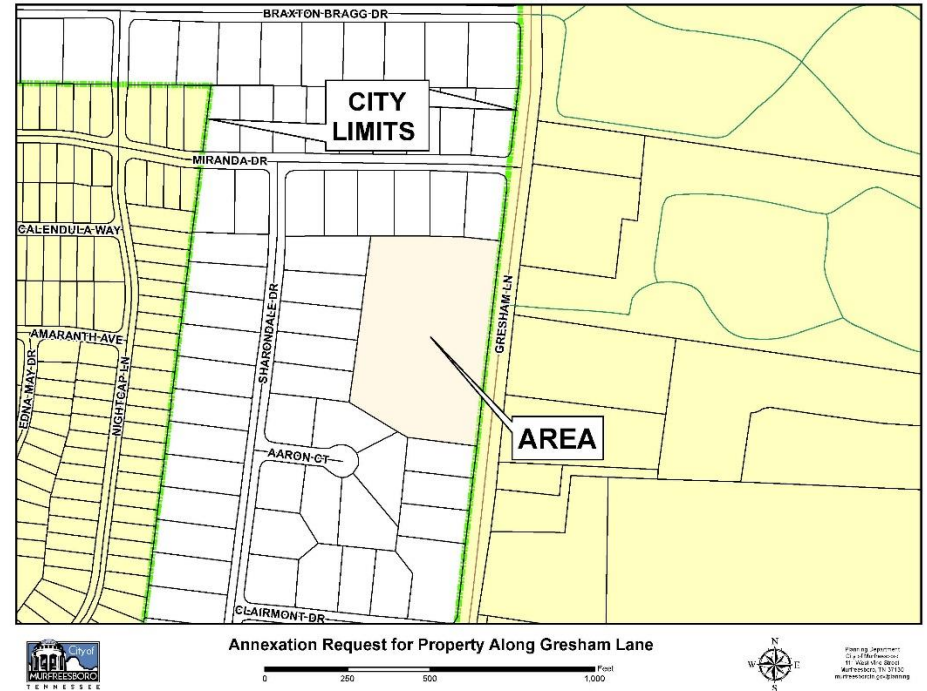


## **FLOODWAY**

The study area is not located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The adjacent map shows no floodway or floodplain in the vicinity of the subject property.

## **ANNEXATION FOLLOW-UP**

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





**RESOLUTION 21-R-A-01** to annex approximately 5.5 acres along Gresham Lane, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Alcorn Properties, LLC, applicant. [2020-504]

**WHEREAS**, the Owner(s) of the territory identified on the attached map as the “Area Annexed” have either petitioned for annexation or given written consent to the annexation of such territory; and

**WHEREAS**, a Plan of Services for such territory was adopted by **Resolution 21-R-PS-01** on March 4, 2021; and

**WHEREAS**, the Planning Commission held a public hearing on the proposed annexation of such territory on January 6, 2021 and recommended approval of the annexation; and

**WHEREAS**, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the “Area Annexed” is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

SECTION 2. That this Resolution shall take effect upon its passage, the public welfare and the welfare of the City requiring it.

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

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

ATTEST:

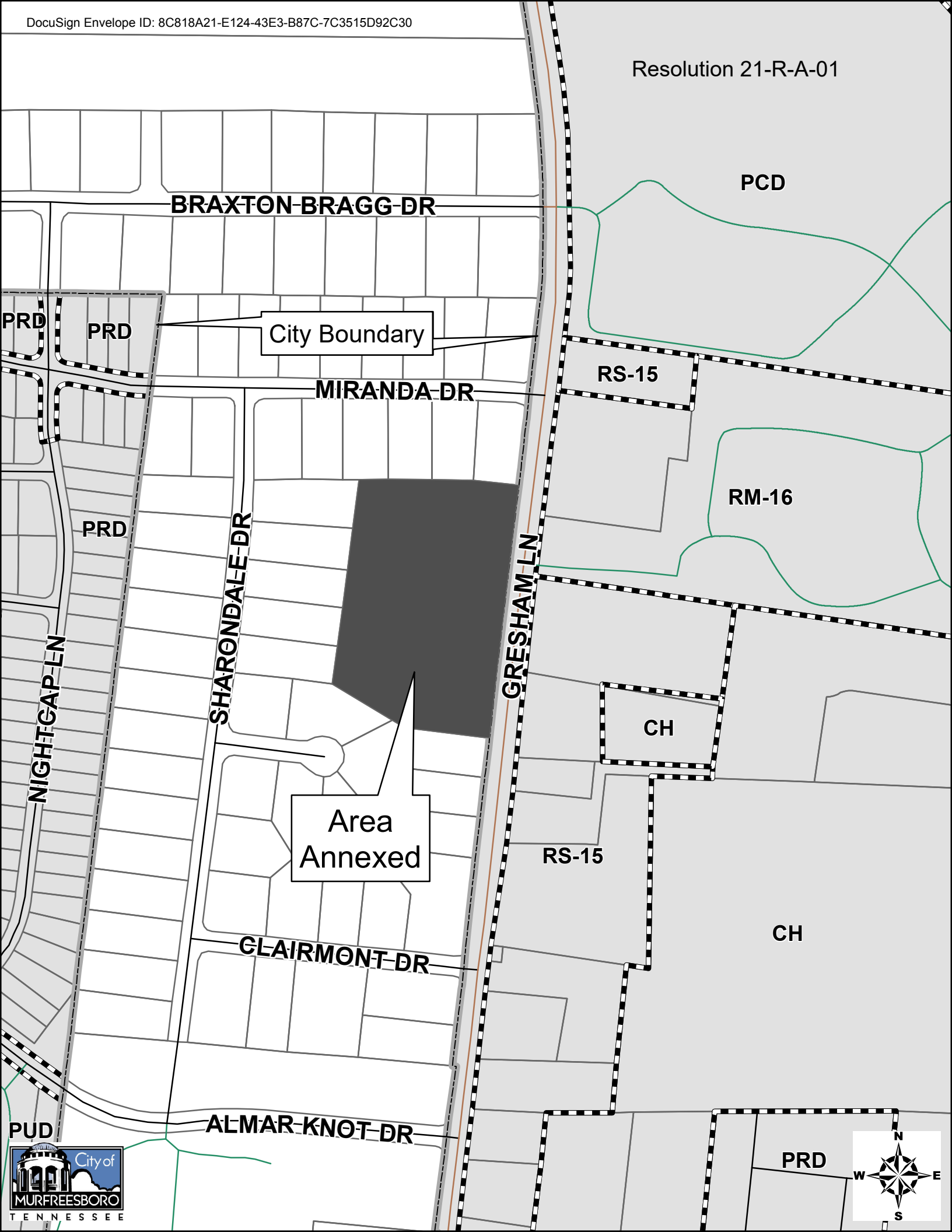
\_\_\_\_\_  
Melissa B. Wright  
City Recorder

APPROVED AS TO FORM:

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

SEAL

Resolution 21-R-A-01



PCD

BRAXTON-BRAGG-DR

City Boundary

RS-15

MIRANDA-DR

RM-16

PRD

SHARONDALE-DR

GRESHAM-LN

Area Annexed

CH

RS-15

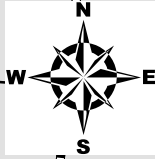
CLAIRMONT-DR

CH

ALMAR-KNOT-DR

PRD

PUD



# COUNCIL COMMUNICATION

**Meeting Date: 03/04/2021**

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**Item Title:** MSA & Task Order-LJA Engineering-2021/22 Sewer Rehabilitation

**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"/>

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**Summary**

Approval of a new Master Services Agreement (MSA) and Task Order with LJA Engineering, Inc. to design, bid, and provide construction administration and inspection for the 2021/2022 Sanitary Sewer Rehabilitation Contract.

**Staff Recommendation**

Approve the Master Services Agreement as well as a Task Order with LJA Engineering, Inc.

**Background Information**

The Department currently has an existing MSA with an engineering firm, S&ME, Inc. for sanitary sewer rehabilitation. Recent changes at S&ME precludes that firm from completing the contract with the City. S&ME staff that handles the City work are moving to LJA Engineering and the CCTV (closed-circuit TV) databases and records of City's sewer rehabilitation since 2012 are being transferred to the new firm. The City desires to leverage this knowledge and records by contract within LJA Engineering to complete any ongoing work.

The proposed new Master Services Agreement with LJA provides for seamless continuation of sewer system rehabilitation. Staff also requests approval of the attached Task Order for design, construction administration, and resident inspection for our next sewer rehabilitation project as the existing and current project is finishing up.

LJA has preliminary estimates for their work, based on a construction project size of \$3.0m, in an amount not to exceed \$439,500 total. Of this total, \$132,000 lump sum is for design, \$7,500 is for surveying only as directed by staff, \$95,000 for construction administration and \$205,000 for resident inspection. Staff also intends to have a staff inspector assigned to the project since at times up to 4-5 crews can be working in different locations at the same time.

## **Council Priorities Served**

### *Expand infrastructure*

Sanitary sewer rehabilitation extends our sewer infrastructure life by providing structural support and prolonging the need for total replacement.

### *Maintain public safety*

Sewer Rehabilitation is a type of maintenance and renewal of the sewer system. Keeping the sewer system renewed, will assist in preventing sewer overflows and maintain public health and safety.

## **Fiscal Impact**

Funding for the Task Order in an amount not to exceed \$439,500 total and also the upcoming construction contract is proposed from a combination of the 2021/2022 Budget & Working Capital Reserves \$1.5m each respectively. Bids for construction will be brought back for approval at a later date.

## **Attachments**

1. LJA Master Services Agreement
2. LJA Task Order No. 20210215

## PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on February 26, 2021 is by and between the City of Murfreesboro, with address at 111 West Vine Street, Murfreesboro, TN 37130 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

**I. LJA'S RESPONSIBILITIES:** LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

**II. CLIENT'S RESPONSIBILITIES:** Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

**1. INFORMATION/REPORTS:** Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

**2. REPRESENTATIVE / ACCESS:** Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret, and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

**3. DECISIONS:** Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

**III. COMPENSATION, BILLING, & PAYMENT:** Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

**IV. STANDARD TERMS AND CONDITIONS:** Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

**APPROVED FOR "CLIENT"**  
**THE CITY OF MURFREESBORO**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED FOR "LJA"**  
**LJA ENGINEERING, INC.**

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

Printed Name: Travis E. Wilson

Title: Vice President

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Adam Tucker, City Attorney

Attachments:  
A – Standard Terms and Conditions  
B – Standard Rate Schedule

## **ATTACHMENT A STANDARD TERMS AND CONDITIONS**

**1. STANDARD OF CARE.** Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, proposal, work authorization, requisition, or notice, except as provided herein.

**2. CHANGE OF SCOPE.** The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

**3. SAFETY.** LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

**4. DELAYS.** The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

**5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services.

Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

**6. RELATIONSHIP WITH CONTRACTORS / REVIEW.** LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving bid preparation, LJA may supply standard contract forms, templates, or other documents that will be executed between the Client and contractor(s). It is the Client's responsibility to review those documents and to obtain legal advice thereto. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a design professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services upon review and approval by Client (which approval shall not be unreasonably withheld).

**7. INSURANCE.** LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage and (when applicable) naming Client as an additional insured will be provided to Client upon request. For Projects involving

construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage. Client shall require its construction contractor to include LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

**8. PROJECTS WITH MULTIPLE CLIENTS.** When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

**9. SITE CONDITIONS.** Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site.

**10. INDEMNITY.** LJA shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control.

**11. LIMITATION OF LIABILITY.** No employee or agent of LJA shall have individual liability to Client for acts committed in the employee's or agent's scope of employment. Except for LJA's indemnity obligation herein and intellectual property violations (including, without limitation, copyright infringement), Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed two-times (2x)

the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

**12. CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

**13. CHANGES / REUSE OF PROJECT DELIVERABLES.** Any changes made to the final plans, specifications, drawings, reports or other documents after final revision and sealing by LJA are prohibited by any person other than LJA, including but not limited to owners/clients, contractors, subcontractors, other design professionals, or any of their agents, employees or assigns. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to indemnify and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or

alteration by Client or others acting through Client.

**14. CLIENT DATA.** Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

**15. ASSIGNMENT/BENEFICIARIES.** Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

**16. AMENDMENT, NO WAIVER, & SEVERABILITY.** This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**17. INDEPENDENT PARTIES.** Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

**18. [This section intentionally omitted.]**

**19. DISPUTE RESOLUTION.** The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10)

business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

**20. LITIGATION SUPPORT.** LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

**21. GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Rutherford County, Tennessee, and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.CUSTOM



February 15, 2021

**TASK ORDER**

Ms. Valerie Smith, PE  
Assistant Director  
Murfreesboro Water Resource Department  
220 NW Broad Street  
Murfreesboro, Tennessee 37130

RE: Engineering Services as Related to the  
2021 Sanitary Sewer Rehabilitation Project  
Murfreesboro Water Resource Department  
City of Murfreesboro, Tennessee  
LJA Task Order No. 20210215

Dear Ms. Smith,

LJA Engineering, Inc. ("LJA") is pleased to provide this proposal for engineering services associated with the 2021 Sanitary Sewer Rehabilitation Project for Murfreesboro Water Resource Department ("Client"). We propose the following services and corresponding fees in accordance with the attached Professional Services Agreement ("PSA").

The following Scope of Services more specifically define the phases and associated tasks related to the project.

**Scope of Services**

**1.0 Design, Advertise, Bidding Services**

- LJA staff will prepare design documents, technical specifications, associated maps, and drawings required to convey the scope of work to prospective contractors which includes but not limited to manhole, lateral, and mainline rehabilitation within priority areas of the collection system. It is anticipated that the construction value of the project will be approximately \$3.0 million and will require a construction period of approximately 280 days. Specific tasks to be performed by LJA staff include:
  - Initial coordination with the Client to discuss specific areas of the system in which rehabilitation will be performed. This will include up to two (2) in person meetings with the Client.
  - Receiving CCTV files and associated PACP database from Client for areas to be considered within the project. LJA staff will facilitate the review of files received and provide comments to Client regarding additional information that may be required.
  - Receiving GIS files and associated Personal Geodatabases for base layers, historical rehabilitation layers, and other pertinent GIS layers and/or databases necessary to perform the design of the project.
  - Integration of the CCTV videos and associated database files into the GIS in preparation to assign design recommendations.

- Prepare a preliminary design plan of manholes, laterals, and mainlines based on a priority ranking system which would also include the preparation of a design application in GIS format where the Client can provide feedback regarding design parameters.
- Conduct one (1) preliminary design meeting with the Client and discuss the priority items to be repaired. LJA staff will receive comments from the Client and make associated revisions. One (1) follow-up meeting with the Client will be conducted in order to finalize design parameters.
- Prepare an engineering opinion of probable costs and relay to the Client the anticipated cost of construction such that construction items might be added or subtracted based on a maximum budget amount.
- Prepare a final design package within the GIS along with an associated PDF copy of an 11x17 map book showing associated rehabilitation illustrated via GIS symbology which will be included with the electronic set of contract documents to prospective bidders.
- Prepare a final set of GIS maps in PDF format and associated Master Spreadsheet to be included with the bid package.
- Prepare the RPR application with the design information to be used for RPR services in the field during construction.
- Prepare bid documents and coordinate with potential bidders to receive necessary information as requested
- Conduct a mandatory pre-bid meeting to discuss project details
- Receive and respond to Request for Information (RFIs) during the bidding process
- Conduct a bid opening, prepare certified bid tabulation, perform a reference check of the potential low bidder and prepare a recommendation of award.
- Prepare conformed contract documents and facilitate the execution of both the contractor and Client. A total of eight (8) hard bound project manuals will be produced (2-Client, 2-Contractor, 2-LJA, 2-Field sets for RPR [1 for Client,1 for LJA])

## **2.0 Construction Administration Services**

- LJA staff will provide Construction Administration (CA) services throughout the project. Based on the construction budget as described above, it is anticipated that CA will be performed for a 280-day construction period. Specific tasks to be performed include the following:
  - Conduct a pre-construction conference with contractor and Client
  - Receive and review submittals from contractor prior to the commencement of work
  - Conduct monthly progress meetings, create agendas, compile meetings minutes, distribute meeting minutes, and assist the Client with coordinating the flow of work.
  - Provide project coordination with the Client and contractor
  - Assist the Client by facilitating requested Change Orders or incorporating additional work
  - Review and approval of monthly pay application from the contractor
  - Review association documentation submitted with each pay application to verify work completed.
  - Formulate punch list items as work is completed and reviewed.

- Coordinate completion of punch list items.
- Perform final project close-out items and reconciliation of final quantities.
- Create a final GIS record drawing of work completed and submit to the Client as a GIS layer package.

### **3.0 Resident Project Representation Services**

- LJA staff will assist the Client in providing Resident Project Representation (RPR) services throughout the project. Based on the construction budget as described above, it is anticipated that CA will be performed for a 280-day construction period. Specific tasks to be performed include the following:
  - Provide one (1) Senior Resident Project Representative (SR RPR) to supervise the RPR team and interface with the Client, Contractor, and other significant stakeholders as identified by the Client. The SR RPR will provide QA/QC of the associated reports and conduct briefings to the Client as needed throughout the project.
  - Provide one (1) RPR to observe work as required throughout the project and coordinate with the local Superintendent on the project site. The RPR will serve as the SR RPR assistant on the project site and as such will coordinate all other RPR's on the project site to facilitate work.
  - Coordinate with the Client regarding RPR duties and flow of work.
  - Assist with review of submittals prior to commencement of work.
  - Keep daily records of construction activities completed by documentation through photos and work description
  - Update online RPR application as work is performed and coordinate with the Client to facilitate use of construction maps (RPR application) to document work completed.
  - Monitor site restoration and ensure fairness in resolving complaints.
  - Coordinate with Client and contractor regarding construction schedule
  - Provide recommendations to the LJA Project Engineer and Client regarding site conditions and construction issues as needed
  - Coordinate and communicate with the general public regarding construction work, schedules, and other related issues.
  - Assist with the review and reconciliation of monthly pay applications
  - Assist with facilitating change orders for additional work or change in scope

The associated scope and fee for this task assumes the Client will provide one (1) qualified full-time RPR throughout the project to observe work performed by the contractor. Should the Client not provide one full-time RPR, additional scope and fee may be required.

### **4.0 Surveying**

- During the course of the design phase, it may be necessary to gather surveying data in order to complete design or collection information related to additional work. Surveying tasks that may need to be performed may include but not limited to the following (as required by the design or request for additional scope):

- To provide field surveying services for mainline profiles, topo surveys, property boundary surveys to locate property corners and mark in the field.
- Topographic surveys may include:
  - Set a minimum of two permanent benchmarks on site, provide a description, and an elevation to nearest one tenth foot (0.1')
  - Generate contours at two (2) foot intervals; error shall not exceed one half contour interval
  - Locate and plot location of structures, man-made and natural features, all finished floor elevations and elevations at each entrance of buildings on the property
  - Provide the approximate location of underground utilities
    - Locate underground utilities as marked by representatives from local utilities as a result of an 811 utility locate request.
    - Collect invert elevations for each accessible storm and sanitary structure will measured and depicted to the nearest 0.01'
  - Provide the name of the operating authority of each utility
  - Plot the location of flood plain as per FEMA FIRM maps, and flood level of streams or adjacent bodies of water
  - Locate all trees with a diameter greater than ten inches (10") and landscaped areas within the surveyed area
- Boundary surveys may include:
  - Provide a boundary survey, in accordance with the rules and regulations set forth by the TN Board Examiners for Land Surveyors, for the property
  - Replace lost or obliterated property corners with new boundary markers
  - Prepare a legal description of the property
  - Plot the approximate location of all easements that encumber the subject property
- General survey drawing requirements include:
  - Surveys, unless otherwise directed, will be reference to TN State Plane Coordinate System (NAD 83 Conus) horizontally, and NAVD88 (Geoid 12B) for elevations
  - Drawing sheets shall be plotted at a scale of 1" = 50' or larger and will include a graphic scale
  - Show North arrow
  - Include legend of symbols and abbreviations used on the drawing
  - Depict spot elevations on paving or other hard surfaces to the nearest 0.05', on all other surfaces to the nearest 0.10'
  - Information shall be shown on the same drawing
  - State elevation datum and provide the location of benchmark used
  - A digital copy of the drawing in .dwg format and three prints of each drawing will be furnished
  - The licensed surveyor shall sign and seal each drawing and shall certify that to the best of the Surveyor's knowledge, information and belief, all information thereon is true and accurately shown

### **Client's Responsibilities**

Client shall be responsible for the following items:

- Provide required CCTV data and associated databases
- Provide GIS base data for sewer, water, streets, historical rehabilitation, historical SSES, and other related layers pertinent to the project.
- Provide sample of front-end documents and related specifications needed for the project.
- Provide a minimum of one (1) full-time RPR throughout the project to assist LJA full-time RPR.

### **Compensation**

We propose to provide the specific services described above to be billed as follows:

The fee for Task 1 – Design, Advertise, & Bidding Services, will be billed on a lump sum basis in the amount of \$132,000.

The fee for Task 2 – Construction Administration, will be billed hourly on a cost-plus max basis at standard rates with a not-to-exceed maximum of \$95,000.

The fee for Task 3 – Resident Project Representation, will be billed hourly on a cost-plus max basis at standard rates with a not-to-exceed maximum of \$205,000.

The fee for Task 4 – Surveying, will be billed hourly on a cost-plus max basis at standard rates with a not-to-exceed maximum of \$7,500.

Any work not authorized within three (3) months of the date of this agreement will be subject to renegotiations based on current rates.

### **Schedule**

LJA staff will proceed with Task 1 upon receipt of this executed agreement. It is anticipated that Task 1 will be completed approximately 45 days. LJA staff and the Client will mutually set the bidding and construction periods during the design process.

### **Reimbursables and additional services**

Included in the above fees are reimbursable expenses incurred on the project's behalf, including: mileage, printing, plotting, photocopies, reproduction, express mail, and/or courier services. Any regulatory agency review fees associated with plan reviews shall be the responsibility of the Client. Reimbursable expenses will be billed at cost plus ten percent (10%). LJA will bill monthly for all work performed and expenses incurred on the project's behalf. Unpaid invoices after thirty (30) days will accrue service charges at 1-1/2% per month and include any costs of collections and reasonable attorney's fees.

### Authorization

If this proposal meets with your approval, your signature below and on the attached Professional Master Services Agreement will be sufficient authorization for LJA to commence the stated work as indicated in the above Scope of Services.

We appreciate the opportunity to submit this Task Order and look forward to working with you on this project. If you have any questions, please contact me at 931.273.8999.

Sincerely,



Travis E. Wilson, PE  
Vice President

**Accepted By:**  
**CITY OF MURFREESBORO**  
**MURFREESBORO WATER RESOURCE**  
**DEPARTMENT**

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

Name: Mayor Shane McFarland

Title: Mayor

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

APPROVED AS TO FORM:

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

Name: Adam Tucker

Title: City Attorney

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

TEW

Attachment

# COUNCIL COMMUNICATION

Meeting Date: 03/04/2021

**Item Title:** Chemical Bid Extensions for FY22

**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

Approve extension of existing chemical contracts for the Water Treatment Plant.

## Staff Recommendation

Approve chemical bid extensions for FY22 as itemized below.

## Background Information

The chemical contracts with Hawkins, Inc; Gulbrandsen Technologies; Univar; and Polydyne chemical companies are available for extension until June 30, 2022 in accordance with contract documents. Extension of the contracts is in the best interest of the City and the Department.

## Council Priorities Served

*Responsible budgeting*

Based upon current pricing conditions, extension of the contracts for FY22 provides responsible budgeting.

## Fiscal Impact

The price of the chemicals will be reflected in the FY22 Operating Budget. The contract price will be extended through June 30, 2022.

<b>VENDOR</b>	<b>CHEMICAL</b>	<b>UNIT PRICE (lb)</b>	<b>EST. ANNUAL EXPENSE</b>
<i>Hawkins, Inc.</i>	Hydrogen Peroxide	\$0.33	\$26,000
	Calcium Thiosulfate	\$0.508	\$12,000
	Phosphate	\$0.842	\$45,000
	Sodium Permanganate	\$0.762	\$285,000
<i>Gulbrandsen Technologies, Inc.</i>	Polyaluminum Hydroxichloride	\$0.1977	\$20,000
<i>Polydyne</i>	Polyelectrolyte Coagulant Aid	\$0.91	\$40,000
<i>Univar</i>	Fluorosilicic Acid	\$0.1490	\$20,000

# COUNCIL COMMUNICATION

Meeting Date: 03/04/2021

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**Item Title:** Granular Activated Carbon Bid

**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"/>

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**Summary**

Approve Granular Activated Carbon media bid used in water treatment.

**Staff Recommendation**

Approve the contract from Calgon Carbon Corp. for Granular Activated Carbon media.

**Background Information**

Granular Activated Carbon (GAC) media is used in the water treatment process to remove disinfection by-products, total organic carbon compounds, pharmaceutical and personal care products and taste and odor compounds during the peak seasonal times. The water treatment plant has four GAC contactors used in the treatment process. The Department changes media in one contactor per year, unless unusual circumstances exist. The previous contract has expired and the GAC media is due to rebid.

On January 18, 2021, the City released and advertised for bid to provide GAC media for the Stones River Water Treatment Plant. Calgon Carbon Corporation - \$122,840 was the low bidder. The contract price is good through June 30, 2022 at which time it may be renewed up to three additional one-year terms.

**Council Priorities Served**

*Responsible budgeting*

MWRD evaluates the condition and lifespan of equipment and budgets responsibly to ensure reliable operation of facilities.

*Maintain public safety*

MWRD ensures that facilities are properly maintained to provide quality water to its customers.

**Fiscal Impact**

The cost for removing the existing GAC media, cleaning the contactor, and replacing the GAC media, \$122,840 is funded in the FY22 rate-funded capital budget.

**Attachments**

Contract with Calgon Carbon Corporation



**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
CALGON CARBON CORPORATION**

This contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **CALGON CARBON CORPORATION**, a corporation of the State of Delaware ("Contractor"). This contract consists of the following documents:

- ***Invitation to Bid issued January 13, 2021***
- ***Bid Specifications issued January 13, 2021***
- ***Contractor's Bid Response dated January 25, 2021***
- ***This Contract dated \_\_\_\_\_***

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

- ***Any properly executed amendment or change order to this contract (most recent with first priority)***
- ***This Contract***
- ***Invitation to Bid and Bid Specifications***
- ***Contractor's Bid Response***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase Granular Activated Carbon Media as set forth in the attached Bid Form and Specifications.
2. **Term.** GAC Media pricing shall be firm July 1, 2021 through June 30, 2022 with the option to renew for up to three (3) additional one-year terms. Freight charges shall be listed separately and may be adjusted for fuel cost once during the term of the contract.
3. **Payment and Delivery.**
  - 3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
  - 3.2. Deliveries of the GAC Media shall be made to the Stones River Water Treatment Plant located at 5528 Sam Jared Drive, Murfreesboro, TN. Contact Person, Alan Cranford, must be notified of delivery date and time within two (2) weeks prior to delivery and performance of work.
  - 3.3. Deliveries of all items shall be made as stated in the ITB and bid specifications. 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.
  - 3.4. 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, including product pickup and freight charges, any material received which fails to meet the specifications as stated in the Invitation to Bid.

- 3.5. 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 as a separate line item in the bid price. Freight charges may be adjusted for increases in fuel cost once during the period of the contract, provided that the adjustment is substantiated by documented fuel charges.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a total price of \$122,840.00 per contactor.
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. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
7. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
8. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **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 generally accepted accounting principles.
11. **Modification of Contract.** This contract 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 the City Council may be required. Minor modifications to the contract may be approved by the City Manager.
12. **Partnership/Joint Venture.** 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.

13. **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.
14. **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, 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, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
16. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:
  - 16.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,
  - 16.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - 16.3. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
17. **Insurance.** The contractor must maintain commercial general liability insurance coverage for bodily injury, property damage and completed operations (minimum \$1,000,000).
18. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
19. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE

ATTENTION OF THE CITY MANAGER, CITY OF MURFREESBORO, P.O. BOX 1139,  
MURFREESBORO, TENNESSEE 37133-1139.

20. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
21. **Force Majeure.** No party shall have 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 war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
22. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
23. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
24. **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.
25. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

25.1. Notices to City shall be sent to:

**Department:** City of Murfreesboro Administration  
**Attention:** City Manager  
**Address:** P.O. Box 1139  
111 West Vine Street  
Murfreesboro, TN 37133-1139

With a copy sent to:

**Department:** Murfreesboro Water Resources Department  
**Attention:** Director  
**Address:** P.O. Box 1477  
300 N W Broad Street  
Murfreesboro, TN 37133-1477

25.2. Notices to Contractor shall be sent to:

**Contractor:** Calgon Carbon Corporation

**Attention:** Jeremy Jones  
**Address:** 3000 GSK Drive  
Moon Township, PA 15108

26. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

**CITY OF MURFREESBORO**

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

**CALGON CARBON CORPORATION**

DocuSigned by:  
By: Jeremy J. Jones  
Jeremy J. Jones, DWS Project Manager

Approved as to form:

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

# COUNCIL COMMUNICATION

**Meeting Date: 03/04/2021**

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**Item Title:** Purchase Reclaim Water Meters

**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"/>

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**Summary**

Purchase 110 new reclaimed water meters to be installed along Medical Center Parkway.

**Staff Recommendation**

Approve the purchase of reclaim water meters from the lowest bidders Badger Meter, Inc. and Citco Water.

**Background Information**

MWRD's Operations and Maintenance Department requested two separate bids for reclaim water meters. The specifications for one bid included 5/8-inch and 1-inch sized meters and the other for larger meters ranging in size from 1.5, 2, 3, 4, and 8 inch. The purchased meters will replace approximately 110 reuse meters that are not compatible with our AMI System. The new meters will allow AMI staff to collect hourly data remotely and reduce safety hazards.

**Council Priorities Served**

*Responsible budgeting*

By soliciting for sealed bids, the Department ensures competitive pricing for the purchase.

**Fiscal Impact**

The total purchase price for the reclaim meters is \$78,364. If approved, this amount would come from AMI's Approved FY21 Expenditures Budget.

**Attachments**

Bids Forms – Badger Meters, Inc. and Citco Water

### SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all information as required in this solicitation.

COMPANY NAME: Badger Meter, Inc.

ADDRESS: 4545 W. Brown Deer Rd.

Milwaukee, WI 53223

TELEPHONE: 800-876-3837 ext. 12728 FAX: 414-371-5981

EMAIL: bids@badgermeter.com

### ADDENDUM ACKNOWLEDGEMENT

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

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

AUTHORIZED SIGNATURE: 

TITLE: Assistant Secretary

(Print / type name as signed above): Korrine L. Fleming

DATE: January 25, 2021

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

**PURCHASING DEPARTMENT  
BID FORM**

You are invited to bid on the following:

Title: Reclaim Water Meters

**INSTRUCTIONS:**

All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories and any other standard equipment necessary provide this service, freight and delivery. Pricing for each component shall be effective for one (1) year from date of bid award. The City is not subject to sales tax.

ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	TOTAL
1	8	Ea.	5/8" Reclaim Badger Meters, Purple Lid Covers, Threaded Male Ends, Item # 100-8631, Model # 25 5/8" (1/2 x 7-1/2 ), 10 CU. Ft Purple Register	\$ <u>114.45</u>
2	56	Ea.	1" Reclaim Badger Meters, Purple Lid Covers, Threaded Male Ends, Item # 101-0677, Model # 55 (1 x 10-3/4), 10 CU. Ft Purple Register	\$ <u>198.00</u>

**GRAND TOTAL:** \$12,003.60

**NOTE:** All prices quoted shall remain firm for period of 90 calendar days after the due date of the quotation submittal, unless a longer period has been agreed upon by both parties.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.



### SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all information as required in this solicitation.

COMPANY NAME: Citco Water

ADDRESS: 3333 Hydes Ferry Road  
Nashville, TN 37218

TELEPHONE: 615-254-3484 FAX: 615-770-9999

EMAIL: joe.vass@citcowater.com

### ADDENDUM ACKNOWLEDGEMENT

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

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

AUTHORIZED SIGNATURE: Joseph M. Vass

TITLE: Citco Water Nashville Branch Manager

(Print / type name as signed above): Joseph M. Vass

DATE: January 21, 2021

**PURCHASING DEPARTMENT  
BID FORM**

You are invited to bid on the following:

Title: Sensus Omni T2 Reclaim Water Meters

**INSTRUCTIONS:**

All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories and any other standard equipment necessary provide this service, freight and delivery. Pricing for each component shall be effective for one (1) year from date of bid award. The City is not subject to sales tax.

ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	TOTAL
1	6	Ea.	1-1/2" Sensus Omni T2 Reclaim 10CF AMR 1CF W/25' Itron Cable, Meter T11REXXF2DAXX W/Strainer, With Itron Connections	\$ <u>905.00</u>
2	33	Ea.	2" Sensus Omni T2 Reclaim 10CF AMR, 1CF W/25' Itron Cable, Meter T21REXXF2DAXX W/Strainer, With Itron Connections	\$ <u>1072.00</u>
3	3	Ea.	3 " Sensus Omni T2 Reclaim 10CF AMR, 1CF W/25' Itron Cable, Meter T11REXXF2DAXX W/Strainer	\$ <u>1835.00</u>
4	2	Ea.	4" Sensus Omni T2 Reclaim 10CF AMR, 1CF W/25' Itron Cable, Meter T41REXXF2BAXX W/Strainer	\$ <u>2500.00</u>
5	2	Ea.	8" Sensus Omni T2 Reclaim 10CF AMR, 1CF W/25' Itron Cable, Meter T81REXXF2BAXX W/Strainer	\$ <u>7,525.00</u>

**GRAND TOTAL:** 66,361.00

NOTE: All prices quoted shall remain firm for period of 90 calendar days after the due date of the quotation submittal, unless a longer period has been agreed upon by both parties.