

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

PRAYER

Madelyn Scales-Harris

PLEDGE OF ALLEGIANCE

Ceremonial Items

Proclamation: Providence Christian Academy Girls Basketball Team

Executive Fire Officer Program: Assistant Chief Brian Lowe

Consent Agenda

1. Electric Service Contracts with MTEMC (Administration)
2. Siegel Soccer Complex – Admin Building Design Contract Revision (Administration)
3. Affordable Housing Program – Legacy Pointe Development (Community Development)
4. Community Investment Program Funds Transfer (Finance)
5. Approval of use of Competitive Sealed Proposals for Sign Ordinance Consultant Services (Purchasing)
6. Purchase of Convenience Center Roll Off Containers (Solid Waste)
7. Banner Request to Hang Across East Main Street for the Tennessee Philharmonic Orchestra for Concert Promotions (Street)
 - a. September 14-24, 2021
 - b. November 8-12, 2021
 - c. December 3-13, 2021
 - d. February 4-14, 2022
 - e. April 15-25, 2022
8. ADS Professional Services Extension (Water Resources)
9. Asphalt Purchases Report (Water Resources)
10. Approval to Purchase PC Equipment (Water Resources)
11. Water Meter Gang Vault Contract Amendment (Water Resources)
12. ELI WA#5 Supplement Salem Barfield (Water Resources)

Minutes

13. Approval of City Council Minutes April 14, 2021 (City Recorder)

New Business

Resolution

14. Resolution 21-R-10 Discovery School Track and Budget Amendment (Schools)
15. Resolution 21-R-15 FY21 City Schools Budget Amendment (Schools)
16. Resolution 21-R-13 Murfreesboro Electric Department Pension Plan Funding Policy (Finance)

Ordinance

17. Ordinance 21-O-12 FY22 Recommended Rate & Price Increases (Water Resources)

Land Use Matters

18. Sewer Allocation Variance- Memorial Boulevard – Dutch Bros. Coffee (Planning)
19. Sewer Allocation Variance- Memorial Boulevard – Wendy's (Planning)

On Motion

20. Volvo Loader Equipment Purchase (Solid Waste)
21. Purchase of Three Side Loader Trucks (Solid Waste)
22. Purchase of Vacuum Leaf Truck (Street)
23. Solid Waste 10 Year Plan Update for Rutherford County (Solid Waste)
24. Biosolids Dryer Disconnect (Water Resources)
25. MR Systems Master Services Agreement Amendment 1 (Water Resources)
26. Oakleigh Sewer Pump Station Replacement (Water Resources)
27. Precast Fascia Replacement (Water Resources)
28. TDOT Thompson Lane - ELI Proposal Final Design (Water Resources)
29. Upgrade Thompson Lane Pump Station (Water Resources)

Licensing**Board & Commission Appointments**

- 30. Murfreesboro Housing Authority
- 31. Solid Waste Planning Board

Payment of Statements

- 32. Invoice for Grinder Repair (Finance)

Other Business**Adjournment**

COUNCIL COMMUNICATION

Meeting Date: 05/07/2021

Item Title: Electric Service Contracts with MTEM

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

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

Summary

Contracts for electric service to 11 City facilities with Middle Tennessee Electric Membership Corporation (MTEM).

Staff Recommendation

Approve the service agreements with MTEM and authorize Mayor to sign.

Background Information

The City transitioned its electric service to MTEM with the sale of the City's Electric Department. Previously, there was no need for an agreement because the City provided electric service to itself. MTEM is a separate entity and appropriately requires an agreement for provision of services. MTEM has provided to the City its standard service contract, which will be used for each of the City's 11 facilities receiving electric service with a separate meter in accordance with MTEM standard operating procedures.

Council Priorities Served

Responsible budgeting

Written contracts are important to any commercial arrangement for service and provides the basis for budgeting and appropriation of public funds.

Fiscal Impact

None. The expense of electric service is currently appropriated through the Operating Budget.

Attachments

MTEM Representative Contract

General Power Contract

THIS CONTRACT, made this 28th day of April, 20 , by and between
City of Murfreesboro, TN, hereinafter called the "Member," and The MIDDLE TENNESSEE
(legal entity name)
ELECTRIC MEMBERSHIP CORPORATION, with office at Murfreesboro, Tennessee, hereinafter called the
"Distributor" or "MTEMC."

WITNESSETH:

WHEREAS, the Member has applied to the Distributor for electricity for the operation of a
Water Treatment Plant (Acct 18034063) at 5528 Sam Jared Dr, Murfreesboro, Tennessee.
(type of business) *(address and city)*

NOW, THEREFORE, in consideration of the promises and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. The Distributor will supply, and the Member will take and pay for, all the electricity delivered hereunder, in accordance with the terms hereof and the Rules and Regulations and Bylaws of the Distributor. This contract allows a maximum demand not exceeding 1500 KW. The Member shall not take electricity in excess of such maximum demand except by agreement of the Distributor and revision of contract, but nothing herein contained shall be construed to relieve the Member of the obligation to pay for such amounts of electricity as may actually be taken.
2. Except as otherwise expressly provided in this agreement, the electric power and energy sold hereunder shall be purchased and paid for by Member according to the provisions of Distributor's standard schedule of rates and charges applicable to lighting and power members, as modified from time to time by agreement between Distributor and the Tennessee Valley Authority.
3. The Member acknowledges that at any time during this agreement if the power factor load is below 85%, additional charges may apply.
4. The Member shall pay as a minimum bill, the amount determined under the provisions of the attached rate schedule entitled, "Minimum Bill," unless a special minimum is required. The special minimum shall be \$ N/A for a term of N/A.
5. The electricity furnished hereunder shall be in the form of three-phase, alternating current, at approximately 60 hertz and 277/480 volts, 4 wire, Wye Transformer.
6. The Point of Delivery for the electricity supplied hereunder shall be at the Pad-Mounted Transformer, and maintenance by the Distributor of approximately the above-stated voltage and frequency at said Point of Delivery shall constitute delivery of electricity for the purpose of this contract. The electricity to be supplied the Member hereunder shall be metered at the low-tension side of the step-down transformer bank or banks of a substation to be constructed, owned and operated by Distributor, and the Distributor will install only such protective devices as in its opinion are necessary for the protection of its transformer bank or banks and/or the transmission lines supplying power to such substation. The Member shall furnish the Distributor gratis with a suitable site and a right-of-way thereto over the property of the Member for the transformer banks, transmission facilities and other equipment installed thereon. All such equipment shall be considered the personal property of the Distributor. The Distributor's agents and employees shall have free right of ingress and egress on said site and right-of-way. Where a pad and/or fence is required, these shall be furnished at the expense of the Member.

7. The initial term of this contract shall be one (1) year. This contract shall begin on the date of delivery of electricity and shall continue for the duration of the one (1) year. Thereafter, the contract will be renewed automatically on a year-to-year basis beginning on the anniversary date of service; or unless a written notice to the contrary is given by either party to the other at least three (3) months prior to the expiration of the term of the contract or any then existing renewal thereof.
8. Distributor will use reasonable diligence to provide a regular and uninterrupted supply of current, but in case the supply of current should be interrupted or interfered with for any cause, Distributor shall not be liable for damage resulted there from. In the event of a general power shortage in the area served by the Tennessee Valley Authority, Member will allow Distributor to curtail the amount of power delivered under his contract to the degree that Distributor and other utilities in said area are requested by the Tennessee Valley Authority or any competent regulatory body to curtail service to industries of like nature to which service began at the same or later date and which use the same or greater amounts of power.
9. The Member will pay the Distributor a Member's membership fee and a meter installation charge. In order to make this contract feasible, the Member agrees that when the Distributor accepts the contract that he will make a cash payment to cover the sum of normal Contribution in Aid of Construction (CIAC) costs as specified in MTEMC policy plus any excess costs required to provide the requested service. The excess costs for purposes of providing electric service to this location are \$ N/A. All costs associated with this section are non-refundable.
10. Member agrees to make a Security Deposit of \$ N/A.
11. This agreement shall: (a.) supersede and replace any prior agreement between the parties regarding electric service for this account and service location; and (b.) inure to the benefit of and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto, but is not assignable by the Member without written consent of the Distributor.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed in Murfreesboro, Tennessee, the day and year first above written.

MEMBER

Member Signature

Name

Title

**MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION**

Jordan Warren, Key Accounts Coordinator

Negotiated By

MTEMC VP of Community Relations & Member Services

Chief Operating Officer

Address 111 W. Vine St

City/State/Zip Murfreesboro, TN 37130

Member # 18034

Account # 18034063

Service Location _____

Service Order _____

Standard Classification (SIC) _____

Federal Tax Id _____

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Siegel Soccer Complex – Admin Building Design Contract Revision

Department: Project Development

Presented by: Kayla Walker

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

Revision of the design services contract with CMH Architects to include Civil and Landscape Design.

Staff Recommendation

Approve revised contract with CMH Architects.

Background Information

In 2019, the City entered into an agreement with the Tennessee State Soccer Association to move their headquarters to Murfreesboro and partner with the Parks and Recreation Department to bring large events to the City, making the Richard Siegel Soccer Complex a destination for soccer development. As part of the agreement, the City agreed to build office space to be shared by TSSA staff and MPRD staff. In return, TSSA will pay a lease fee of not to exceed \$50,000 per year. Of the estimated 6,000 sf building, 3,000 sf will be used for office space, and the other 3,000 sf will be allocated for retail/multipurpose space. The initial agreement with CMH Architects was approved by Council on January 21, 2021. The proposed revision allows Civil and Landscape Design to be incorporated under the Architect as supplementary services, instead of the City contracting with the Civil engineer separately. The cost associated with this addition to the contract is \$5,500.

Council Priorities Served

Improve Economic Development

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

Fiscal Impact

This change is fully funded and is allocated in the Parks and Recreation Operating budget bookmarked for the Siegel Soccer Office building project.

Attachments

AIA B101 Agreement between Owner and Architect



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

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

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

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

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

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

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

Siegel Soccer Complex - Admin Building

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

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13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

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

§ 1.1.2 The Project's physical characteristics:

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

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Init.

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(Provide total and, if known, a line item breakdown.)

Conceptual construction budget is estimated at \$1,200,000.00 (using \$150/SF for 3,000 SF retail + \$250/SF for 3,000 SF admin space).

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

.1 Design phase milestone dates, if any:

January 1, 2022

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Single-bid construction package

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

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

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

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

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

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

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

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

.1 Geotechnical Engineer:

.2 Civil Engineer:

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

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

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

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Craig Winn
Structural Design Group
300 Chase Park South
Hoover, AL 35244

.2 Mechanical Engineer:

J. Sam (Sammy) Davis, Jr.
MW/Davis Dumas & Associates
4500 Southlake Park, Suite 200
Hoover, AL 35244
205/252-0246

.3 Electrical Engineer:

Init.

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Morgan Reyes
Hyde Engineering
120 Holmes Ave NE, Suite 122
Huntsville, AL 35801
256/270-8013

.4 Civil Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

Huddleston-Steele Engineering, Inc.
2115 N.W. Broad Street
Murfreesboro, TN 37129
ATTN: Johnnie H. Leonard III. P.E., R.L.S.
615.893.4084

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

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

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

minimum required, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses and attorneys' fees.

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

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

§ 3.1.8 In accordance with the standard of care, The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, by Architect's consultants, or by others. If preliminary or design development Work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier Work when Architect performs subsequent phases of the basic services called for under this Agreement, as fully as if the preliminary, schematic, and design development Work had been performed by the Architect itself. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

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

Architect	6 Trips
Structural Engineer	1 Trip
Mechanical, Plumbing and Fire Protection Engineer	1 Trip
Electrical Engineer	1 Trip

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect and Owner shall have the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to

require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, in a timely manner so as not to affect the Contract Time or the Contract Sum.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the

appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall timely report to Owner, in writing, those minor changes in the Work authorized by Architect pursuant to this section. If the Architect and the Owner determine that the implementation of the requested change would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner who may authorize further investigation of such change.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

- .1 confirm proposed change is a material change to the Contract;
- .2 confirm appropriate credits are included for Work not completed;
- .3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and
- .4 confirm that the appropriate back up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall review, approve, and forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and the Contractor to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect's Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect's Basic Services
§ 4.1.1.3 Measured drawings	Architect's Basic Services
§ 4.1.1.4 Existing facilities surveys	Architect's Supplemental Services
§ 4.1.1.5 Site evaluation and planning	Architect's Supplemental Services
§ 4.1.1.6 Building Information Model management responsibilities	NA
§ 4.1.1.7 Development of Building Information Models for post construction use	NA
§ 4.1.1.8 Civil engineering	Architect's Supplemental Services
§ 4.1.1.9 Landscape design	Architect's Supplemental Services
§ 4.1.1.10 Architectural interior design	Architect's Basic Services
§ 4.1.1.11 Value analysis	NA
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NA
§ 4.1.1.13 On-site project representation	NA
§ 4.1.1.14 Conformed documents for construction	NA
§ 4.1.1.15 As-designed record drawings	NA
§ 4.1.1.16 As-constructed record drawings	NA
§ 4.1.1.17 Post-occupancy evaluation	NA
§ 4.1.1.18 Facility support services	NA
§ 4.1.1.19 Tenant-related services	NA
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NA
§ 4.1.1.21 Telecommunications/data design	Architect's Basic Services

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.22 Security evaluation and planning	Architect's Basic Services
§ 4.1.1.23 Commissioning	NA
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NA
§ 4.1.1.25 Fast-track design services	NA
§ 4.1.1.26 Multiple bid packages	NA
§ 4.1.1.27 Historic preservation	NA
§ 4.1.1.28 Furniture, furnishings, and equipment design	NA
§ 4.1.1.29 Other services provided by specialty Consultants	NA
§ 4.1.1.30 Other Supplemental Services	NA
	NA

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Attached exhibit – Proposed Civil Engineering and Land Surveying Services and Fees
Huddleston Steele Engineering, Inc.
Siegel Soccer Park – Phase II
February 25, 2021

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

NA

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

- contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 9 (nine) visits to the site by the Architect or architects' consultants during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 [Intentionally Omitted]

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner, with the Architect's assistance, shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable

contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner may elect to furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Owner may, in its sole discretion, request that the Architect secure these services by contracting with a third party.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 Unless otherwise provided in this Agreement, the Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 Consistent and in accordance with the applicable standard of care owed by Architect, the Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect. The Owner shall provide timely written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall timely notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect, in consultation with the Owner, shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 undertake a good faith effort to obtain necessary and timely approval of Council for an increase in the budget for the Cost of the Work, as may be necessary, and then if approval is timely obtained, give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.2, the Architect, without additional compensation, shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work, and shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. The modification of such documents and the rebidding or renegotiating of the Project shall be the limit of the Architect's responsibility under Section 6.6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive, irrevocable, royalty-free, right and license to use the Architect's Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas; any future renovation, addition, or alteration to the Project; and any future maintenance or operations issue as it pertains to the Project. Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such use.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable Tennessee law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court whose jurisdiction includes Rutherford County, Tennessee
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 [Intentionally Omitted]

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments of undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, in accordance herewith, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and shall negotiate with the Owner any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect for expenses incurred in the interruption and resumption of the Architect's services. The Owner and the Architect shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules for completion.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred and unpaid.

§ 9.7

(Paragraphs deleted)

[Intentionally Omitted]

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.9 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall immediately report to the Owner's project manager the presence, handling, removal or disposal of, or exposure of persons to and location of any hazardous material which it discovers.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing, the Owner may disclose any information specifically required by law.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

Init.

(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Six and Six Tenths (6.6 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

\$5,000 (\$5,000 plus 10% markup) See Exhibit 1 - Proposed Huddleston Steele Engineering, Inc. Civil Engineering and Land Surveying Services and Fees, February 25, 2021

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus
(Paragraphs deleted)

Ten percent (10%), up to a maximum amount of Five Thousand Five Hundred Dollars (\$5,500.00).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Sixty	percent (60	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Fifteen	percent (15	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The Architect's rates and multiples for service as set forth in this Agreement shall remain in effect for the life of this Agreement unless unforeseen events which are not the fault of the Architect delay the Project completion. In such event, an equitable adjustment in the Architect's rates may be negotiated with the Owner.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

NA

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence, reimbursed, respectively, at current approved IRS mileage rates and U.S. GSA per diem rates for Murfreesboro, TN;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

NA

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 [Intentionally Omitted]

§ 11.10.1.2 [Intentionally Omitted]

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Init.

(Insert rate of monthly or annual interest agreed upon.)

Prime Rate plus Three percent (3 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect. In the event of any conflict between the terms of this AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect and any Exhibit, the terms of this Standard Form Agreement shall prevail.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Exhibits:

Exhibit 1

Project: Siegel Soccer Park – Phase II

Revised CMH Architectural and Engineering Services Proposal, March 12, 2021

(Paragraphs deleted) Proposed Huddleston Steele Engineering, Inc. Civil Engineering and Land Surveying Services and Fees, February 25, 2021

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Shane McFarland, Mayor

(Printed name and title)

ARCHITECT *(Signature)*

Blake Nelson, Senior Vice President

(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:36:14 ET on 05/04/2021.

PAGE 1

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

...

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

...

Siegel Soccer Complex - Admin Building

PAGE 2

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

...

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

PAGE 3

Conceptual construction budget is estimated at \$1,200,000.00 (using \$150/SF for 3,000 SF retail + \$250/SF for 3,000 SF admin space).

...

January 1, 2022

...

Single-bid construction package

...

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

PAGE 4

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

...

Craig Winn
Structural Design Group
300 Chase Park South
Hoover, AL 35244

...

J. Sam (Sammy) Davis, Jr.
MW/Davis Dumas & Associates
4500 Southlake Park, Suite 200
Hoover, AL 35244
205/252-0246

...

.3 Electrical Engineer:

Morgan Reyes
Hyde Engineering
120 Holmes Ave NE, Suite 122
Huntsville, AL 35801
256/270-8013

.4 Civil Engineer:

PAGE 5

Huddleston-Steele Engineering, Inc.
2115 N.W. Broad Street
Murfreesboro, TN 37129
ATTN: Johnnie H. Leonard III. P.E., R.L.S.
615.893.4084

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

PAGE 6

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

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

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

...

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

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

...

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

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

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

PAGE 7

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and

timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall ~~provide prompt~~ review thoroughly the services and information for completeness and sufficiency, and provide timely written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

...

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

§ 3.1.8 In accordance with the standard of care, The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, by Architect's consultants, or by others. If preliminary or design development Work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier Work when Architect performs subsequent phases of the basic services called for under this Agreement, as fully as if the preliminary, schematic, and design development Work had been performed by the Architect itself. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

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

Architect	6 Trips
Structural Engineer	1 Trip
Mechanical, Plumbing and Fire Protection Engineer	1 Trip
Electrical Engineer	1 Trip

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

...

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

PAGE 9

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

...

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

...

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

PAGE 10

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

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents ~~and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's Documents. The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents; provided however, the Owner, with advice and assistance from the Architect, shall make final decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~ effect.

PAGE 11

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold ~~approval of the schedule.~~ approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, ~~with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review in a timely manner~~ so as not to affect the Contract Time or the Contract Sum.

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§ 3.6.5.1 The Architect may ~~order~~ authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall timely report to

Owner, in writing, those minor changes in the Work authorized by Architect pursuant to this section. If the Architect and the Owner determine that the implementation of the requested change would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner who may authorize further investigation of such change.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

- .1 confirm proposed change is a material change to the Contract;
- .2 confirm appropriate credits are included for Work not completed;
- .3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and
- .4 confirm that the appropriate back up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.

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§ 3.6.6.4 The Architect shall review, approve, and forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and the Contractor to review the facility operations and performance.

...

§ 4.1.1.1	Programming	<u>Architect's Basic Services</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect's Basic Services</u>
§ 4.1.1.3	Measured drawings	<u>Architect's Basic Services</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect's Supplemental Services</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect's Supplemental Services</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>NA</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>NA</u>
§ 4.1.1.8	Civil engineering	<u>Architect's Supplemental Services</u>
§ 4.1.1.9	Landscape design	<u>Architect's Supplemental Services</u>
§ 4.1.1.10	Architectural interior design	<u>Architect's Basic Services</u>
§ 4.1.1.11	Value analysis	<u>NA</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>NA</u>
§ 4.1.1.13	On-site project representation	<u>NA</u>
§ 4.1.1.14	Conformed documents for construction	<u>NA</u>
§ 4.1.1.15	As-designed record drawings	<u>NA</u>
§ 4.1.1.16	As-constructed record drawings	<u>NA</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>NA</u>
§ 4.1.1.18	Facility support services	<u>NA</u>
§ 4.1.1.19	Tenant-related services	<u>NA</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>NA</u>

§ 4.1.1.21 Telecommunications/data design	<u>Architect's Basic Services</u>
§ 4.1.1.22 Security evaluation and planning	<u>Architect's Basic Services</u>
§ 4.1.1.23 Commissioning	<u>NA</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>NA</u>
§ 4.1.1.25 Fast-track design services	<u>NA</u>
§ 4.1.1.26 Multiple bid packages	<u>NA</u>
§ 4.1.1.27 Historic preservation	<u>NA</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>NA</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>NA</u>
§ 4.1.1.30 Other Supplemental Services	<u>NA</u>
	<u>NA</u>

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Attached exhibit – Proposed Civil Engineering and Land Surveying Services and Fees
Huddleston Steele Engineering, Inc.
Siegel Soccer Park – Phase II
February 25, 2021

...

NA
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.2 9 (nine) visits to the site by the Architect or architects' consultants during construction

...

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services: **Intentionally Omitted**

...

§ 5.2 The ~~Owner~~ Owner, with the Architect's assistance, shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding

with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

§ 5.5 The Owner ~~shall~~ may elect to furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Owner may, in its sole discretion, request that the Architect secure these services by contracting with a third party.

...

§ 5.8 ~~The~~ Unless otherwise provided in this Agreement, the Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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§ 5.11 ~~The Owner shall provide prompt~~ Consistent and in accordance with the applicable standard of care owed by Architect, he Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect. The Owner shall provide timely written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall ~~promptly~~ timely notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

...

§ 5.15 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

...

§ 6.3 In preparing estimates of the Cost of Work, the ~~Architect~~ Architect, in consultation with the Owner, shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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- .1 undertake a good faith effort to obtain necessary and timely approval of Council for an increase in the budget for the Cost of the Work, as may be necessary, and then if approval is timely obtained, give written approval of an increase in the budget for the Cost of the Work;

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, ~~the Architect shall modify the Construction Documents 6.6.2, the Architect, without additional compensation, shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents Work, and shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. The modification of such documents and the rebidding or renegotiating of the Project shall be the limit of the Architect's responsibility under this Article 6.~~Section 6.6.

...

§ 7.3 ~~The~~Upon execution of this Agreement, the Architect grants to the Owner a ~~nonexclusive nonexclusive,~~ irrevocable, royalty-free, right and license to use the Architect's Instruments of Service ~~solely and exclusively~~ for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, ~~obligations,~~ including prompt payment of all sums due pursuant to Article 9 and Article 11, when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, ~~Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas; any future renovation, addition, or alteration to the Project; and any future maintenance or operations issue as it pertains to the Project. Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~use.~~

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§ 8.1.1 The Owner and Architect shall commence all claims and causes of action ~~against the other and action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~Tennessee law.

...

[☒] Litigation in a court of competent jurisdiction whose jurisdiction includes Rutherford County, Tennessee

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§ 8.3 Arbitration~~[Intentionally Omitted]~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

§ 9.1 If the Owner fails to make payments of undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, in accordance herewith, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and shall negotiate with the Owner any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, ~~the Architect shall be compensated~~ the Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect for expenses incurred in the interruption and resumption of the Architect's services. The Owner and the Architect shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules shall be equitably adjusted for completion.

...

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~ termination and Reimbursable Expenses incurred and unpaid.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

[Intentionally Omitted]

...

§ 9.9 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

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§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall immediately report to the Owner's project manager the presence, handling, removal or disposal of, or exposure of persons to and location of any hazardous material which it discovers.

...

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing, the Owner may disclose any information specifically required by law.

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~~(—Six and Six Tenths (6.6)~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

\$5,000 (\$5,000 plus 10% markup) See Exhibit 1 - Proposed Huddleston Steele Engineering, Inc. Civil Engineering and Land Surveying Services and Fees, February 25, 2021

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (—%), or as follows:~~
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Ten percent (10%), up to a maximum amount of Five Thousand Five Hundred Dollars (\$5,500.00).

...

Design Development Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>Sixty</u>	percent (<u>60</u>	%)
Procurement Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (<u>15</u>	%)

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The ~~rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~ Architect's rates and multiples for service as set forth in this Agreement shall remain in effect for the life of this Agreement unless unforeseen events which are not the fault of the Architect delay the Project completion. In such event, an equitable adjustment in the Architect's rates may be negotiated with the Owner.

...

NA

...

- .1 Transportation and authorized out-of-town travel and ~~subsistence;~~subsistence, reimbursed, respectively, at current approved IRS mileage rates and U.S. GSA per diem rates for Murfreesboro, TN;

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

...

NA

...

§ 11.10.1.1 An initial payment of (\$ —) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. [Intentionally Omitted]

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. [Intentionally Omitted]

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (—) Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Prime Rate plus Three percent (3 %

...

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect. In the event of any conflict between the terms of this AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect and any Exhibit, the terms of this Standard Form Agreement shall prevail.

...

2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

— *(Insert the date of the E203-2013 incorporated into this agreement.)*

3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

Exhibit 1

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below: Project: Siegel Soccer Park – Phase II

(Insert the date of the E204-2017 incorporated into this agreement.) Revised CMH Architectural and Engineering Services Proposal, March 12, 2021

☐ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

4 Other documents:

— *(List other documents, if any, forming part of the Agreement.)*

Proposed Huddleston Steele Engineering, Inc. Civil Engineering and Land Surveying Services and Fees, February 25, 2021

...

Shane McFarland, Mayor

Blake Nelson, Senior Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:36:14 ET on 05/04/2021 under Order No. 2705956690 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Affordable Housing Program – Legacy Pointe Development
Department: Community Development
Presented by: Sam Huddleston, Acting Director of Community Development
Requested Council Action:

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

Summary

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

Staff Recommendation

Approve the expenditure from CDBG funds for down payment assistance.

Background Information

The purchasers of three new homes (2808 Opportunity Lane, 2812 Opportunity Lane, and 2816 Opportunity Lane) constructed in Legacy Pointe developed by Habitat for Humanity have applied for down payment assistance under the City's Affordable Housing Assistance Program. All applicants meet the qualifications for assistance. The program will provide \$10,000 each towards down payment from existing Community Development Block Grant (CDBG) funds.

Council Priorities Served

Maintain public safety

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

Fiscal Impacts

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

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Community Investment Program Funds Transfer

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

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

Summary

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

Background Information

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

Dual Axle Trucks

Transfer \$5,822 from $\frac{3}{4}$ Ton Trucks and \$3,668 from 1 Ton Dump Truck to Dual Axle Trucks.

Mini Skid Steer

Transfer \$2,542 from 1 Ton Dump Truck and \$8,294 from Paving Machine to Mini Skid Steer.

Vacuum Leaf Truck

Transfer \$14,294 from Paving Machine to Vacuum Leaf Truck.

Priorities Served

Responsible budgeting

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

Fiscal Impact

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

Attachments

CIP Funds Transfer Request – 2021 Bond



... creating a better quality of life

CIP Funds Transfer Request

Mr. Tindall:

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

CIP Loan 2021 Bond

Transfer CIP funds from:

Street 3/4 Ton Trucks \$ (5,822.00)

Street 1 Ton Dump Truck \$ (3,668.00)

Street 1 Ton Dump Truck \$ (2,542.00)

Street Paving Machine \$ (8,294.00)

Street Paving Machine \$ (14,294.06)

TOTAL TRANSFER \$ (34,620.06)

Transfer CIP funds to:

Street Dual Axle Trucks \$ 9,490.00

Street Mini Skid Steer \$ 10,836.00

Street Vacuum Leaf Truck 14,294.06

TOTAL TRANSFER \$ 34,620.06

Explanation: Street Department is purchasing several pieces of equipment using CIP funds. Actual costs for three of the items are over the CIP funds allocated to them and costs for three of them are under the CIP funds allocated to them. It is requested that the savings are transferred to the items needing the additional funding.


Budget Director Signature

4-27-21
Date


Reviewed by Finance

4-27-21
Date

Approved ☒


City Manager

Declined ☐

4-27-21
Date

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

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Approval of use of Competitive Sealed Proposals for Sign Ordinance Consultant Services

Department: Purchasing

Presented by: Cathy Smith, Director

Requested Council Action:

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

Summary

Approval to use Request for Competitive Sealed Proposals (RFCSP) for professional consultant to assist the Building & Codes Department with updating the Sign Ordinance.

Staff Recommendation

Approve the use of RFCSP process for procurement of professional sign consultant services.

Background Information

Since its initial adoption in 1984, the Sign Ordinance has been revised over 80 times to address community needs and changes in state and federal law. The periodic partial revisions have resulted in a Sign Ordinance that lacks clarity.

Staff desires the professional services of a sign consultant to provide a complete overhaul of the Sign Ordinance to create a condensed, simplified, and updated new version that better serves the City and its citizens.

Pursuant to state statute, Council approval is required to use the RFCSP process for procurement of these services.

Council Priorities Served

Improve economic development

A revised Sign Ordinance will improve the development process for our customers, making our sign Codes and regulations easier to implement.

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: CIP Equipment Purchase – Convenience Center Roll Off Containers

Department: Solid Waste

Presented by: Russell Gossett, Director of Solid Waste

Requested Council Action:

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

Summary

Purchase of six 30 yard roll off container for the convenience center.

Staff Recommendation

Approval to purchase six 30 yard roll off containers to place at the City's convenience center.

Background Information

The proposed purchase would allow more capacity at the City's convenient Center. The current capacity of the center is limited to two compactors and two open tops. The are hauled at the discretion of Republic Services and are usually full before the center closes each day. Adding six open tops would help the center stay operational, even if the compactors are full.

Total for purchase is \$37,368 and is purchased through the Sourcewell Contract.

Council Priorities Served

Excellent Services with a Focus on Customer Service

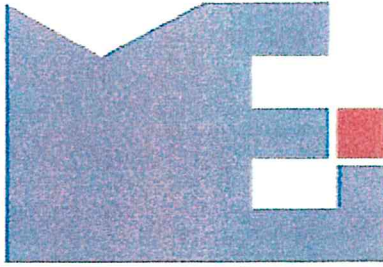
More capacity ensures we can meet the citizens needs for disposal.

Fiscal Impact

Funding for these purchases, \$37,368, is provided by the FY21 CIP budget.

Attachments

1. Municipal Equipment final contract.
2. Municipal Equipment quote.



Municipal Equipment, Inc.
6305 Shepherdsville Road
Louisville, KY 40228
(502) 962-9527
FAX: (502) 962-6499

QUOTE

Number: 421212JH
Date: 4-21-21
Page: 1

To:

Joey Smith
City of Murfreesboro
4765 Florence Rd
Murfreesboro Tn 37129

Ship To:

Delivery	Sales Rep	FOB	Ship Via	Terms	Sales Tax	Excise Tax
6-7 Weeks	Jimmy Hoben		BW	Net 15 days	INCLUDED: NOT INCLUDED: x	INCLUDED: NOT INCLUDED: x

QTY	Description	Unit Price	Total
6	134029-F 30 Cubic YD Open Top Rectangle Container NOTE: Containers can be Purchased Without Bid Thru Sourcewell Contract # 041217-WQI	\$6,228.00	\$37,368.00

Jimmy Hoben

MUNICIPAL EQUIPMENT, INC.

ACCEPTED BY

DATE

SUBTOTAL	37,368.00
TAX	
FREIGHT	\$900.00
MISCELLANEOUS	
BALANCE DUE	\$38,268.00

By Signing This Quote is Confirmation for Binding Contract to Purchase.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
MUNICIPAL EQUIPMENT, INC.
FOR PURCHASE OF
NEW WAY 31 CUBIC YARD ASL SIDEWINDER**

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 **Municipal Equipment Inc.**, a corporation of the Commonwealth of Kentucky ("Contractor"). This contract consists of the following documents:

- *Sourcewell Purchasing Cooperative Agreement No. 041217-WQI, awarded to Wastequip, LLC, all relevant documents located at:*
<https://www.sourcewell-mn.gov/cooperative-purchasing/041217-wqi>
- *Contractor's Proposal No. 421212JH, dated April 21, 2021, and incorporated into this Contract by reference*
- *This Contract*

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 given first priority)*
- *This Contract*
- *Sourcewell Purchasing Cooperative Agreement No. 041217-WQI, awarded to Wastequip, LLC, all relevant documents located at:*
<https://www.sourcewell-mn.gov/cooperative-purchasing/041217-wqi>
- *Contractor's Proposal No. 421212JH, dated April 21, 2021*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase the equipment set forth on Contractor's Proposal No. 421212JH, dated April 21, 2021, from Municipal Equipment Inc., an authorized dealer of record for sales, parts, and warranty assistance in the states of Kentucky and Tennessee for Galebreath Mobile Products, a division of Wastequip, LLC, using Sourcewell Purchasing Cooperative Master Agreement No. 041217-WQI.
2. **Term.** The term of this Contract shall be from _____, 2021 (the "Effective Date") to the expiration of the Sourcewell Master Agreement No. 041217-WQI on July 7, 2021, or as amended by Sourcewell.
3. **Termination.** Contractor's performance may be terminated in whole or in part:
 - 3.1 Upon 30-day prior notice, for the convenience of the City.
 - 3.2 For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - 3.3 For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - 3.4 Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to

immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

3.5 Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

4. **Payment and Delivery.**

- a. 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.
 - b. All items must be available for delivery within 120 days from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The vehicle shall be delivered to the City of Murfreesboro, Solid Waste Department, 4765 Florence Road, Murfreesboro, TN 37129.
 - c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Sourcwell Master Agreement No. 041217-WQI and Contractor's Proposal No. 421212JH, dated April 21, 2021.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the Quote.
5. **Price.** The price for goods and other items to be provided under this Contract is set forth per Proposal No. 421212JH from Municipal Equipment, Inc. and Sourcwell Master Agreement No. 041217-WQI for six (6) 134029-F 30 Cubic YD Open Top Rectangle Container at a purchase price of \$6,228.00 each and \$900 for Freight for a **Total Purchase Price of \$38,268.00**. Any compensation due Contractor under this Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods/services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order.
6. **Warranty.** Contractor shall provide all warranties as described in the Sourcwell Master Agreement No. 041217-WQI and Contractor's Proposal No. 421212JH, dated April 21, 2021.
7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.

10. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination policy.
15. **Indemnification and Hold Harmless.**
 - 15.1 Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - 15.2 Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - 15.3 **Copyright, Trademark, Service Mark, or Patent Infringement.**
 - 15.3.1 Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right

to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

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

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

15.3.2.2 Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

15.3.2.3 Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

15.3.3 Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

16. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
17. **Assignment—Consent Required.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
18. **Entire Contract.** This contract, Sourcewell Purchasing Cooperative Agreement No. 041217-WQI, awarded to Wastequip, LLC, all relevant documents located at: <https://www.sourcewell-mn.gov/cooperative-purchasing/041217-wqi> and Contractor's Proposal No. 421212JH, dated April 21, 2021, 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.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

21. **Severability.** Should any provision of this 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.

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

22.1 Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

22.2 Notices to Contractor shall be sent to:

Contractor: Municipal Equipment, Inc.
Attention: Jimmy Hoben, Regional Territory Manager
Address: 6305 Shepherdsville Road
Louisville, KY 40228

23. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

CITY OF MURFREESBORO

MUNICIPAL EQUIPMENT, INC.

By: _____
Shane McFarland, Mayor

By: _____
Mark Clindaniel, President

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

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

Requests from the Tennessee Philharmonic Orchestra to hang a banner across East Main Street for several concerts in the coming months

Staff Recommendation

Approve banners to be displayed as follows:

1. September 14th-24th to promote a concert on September 25th, 2021.
2. November 8th-12th to promote a concert on November 12th, 2021
3. December 3rd-13th to promote a concert on December 10th.
4. February 4th-14th to promote a concert on February 11th, 2022
5. April 15th-25th to promote a concert on April 22nd, 2022.

Background Information

The Murfreesboro Philharmonic Orchestra holds several concerts throughout the year. The banner helps to advertise the concerts and promote attendance. Ticket sales help to fund operating expenses for the Orchestra.

Council Priorities Served

Establish strong City brand

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

Fiscal Impact

None.

Attachments

1. Letter of request from Tennessee Philharmonic Orchestra



April 20, 2021

Jami Coffelt
620 W. Main St.
Murfreesboro, TN 37130

Dear Mayor McFarland and City Council,

The Tennessee Philharmonic Orchestra request your permission to hang a banner across East Main Street in anticipation of 5 of our upcoming concerts in the 2021-2022 season.

	<u>Concert Date</u>	<u>Promotional Date</u>
1)	September 25, 2021	September 14 – 24, 2021
2)	November 12, 2021	November 8 – 12, 2021
3)	December 10, 2021	December 3 - 13, 2021
4)	February 11, 2022	February 4 - 14, 2022
5)	April 22, 2022	April 15 – 25, 2022

Jami Coffelt has indicated the dates are available.

Thank you in advance for consideration of this request. We cordially invite you to attend these events.

Sincerely,

Fran Campbell
Director of Operations
Tennessee Philharmonic Orchestra

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: ADS Professional Services Contract
Year 1 Extension

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

Extension of the professional service contract with ADS Environmental.

Staff Recommendation

Approve the renewal of the ADS contract for a one-year period.

Background Information

Currently the Department is contracted with ADS, LLC to operate and maintain the Department's 19 permanent sewer flow monitors and 7 rain gauges, to analyze data recorded from these monitors and to report on this data annually. These annual reports, report wet and dry weather capacities and rain dependent inflow and infiltration (RDII) for 18 flow monitor areas. They also are contracted to perform temporary flow monitoring, analyze the temporary data recorded and report findings as well as perform field investigations.

The current Professional Services Contract is nearing the end of its second year which is June 30, 2021. There is an option to extend for an additional one-year period, with pricing for Year 3 being established on the consumer pricing index (CPI) for the southern region. The proposed extension adjusts pricing 1.0%. Staff desires to continue to contract their professional service as we have in various forms over the last 27 years.

The contract amendment for the extension is subject to Legal review and approval.

The use of the quantities/units listed in the contract will be within the estimated budget amount for 2021-2022 of \$300,000. The Long-Term Monitoring and Temporary Flow Monitoring quantities/units are completely used; however, the field inspections change from year to year, so this portion of the total is used within the budgeted amount.

Council Priorities Served

Responsible budgeting

The use these services allows staff to know where deficiencies exist which allows for responsible budgeting to correct these deficiencies through the Sewer Rehabilitation Contract.

Expand infrastructure

The use these services allows staff to know the capacity of our sewer system and where we may can and cannot expand infrastructure.

Maintain public safety

The use these services allows use to know where deficiencies exist in our system and where we may need to expand infrastructure to eliminate sewer overflows to protect and maintain public safety.

Fiscal Impact

The cost of extended services is appropriately budgeted with in the Department's operating budget.

Attachments

1. 1st Amendment to Contract
2. ADS Year 2 Pricing

**SECOND RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
ADS, LLC AND THE CITY OF MURFREESBORO, TENNESSEE**

This Second Renewal of the Professional Services Agreement dated July 1, 2019 (the "Agreement"), by and between the City of Murfreesboro, Tennessee ("City"), a municipal corporation in the State of Tennessee, and ADS, LLC ("Engineer"), a Delaware limited liability company, doing business in the State of Tennessee and employing professional engineers duly licensed in the State of Tennessee, is entered into as follows:

WHEREAS, the Agreement by and between Engineer and City, acting through its Murfreesboro Water Resources Department, provided for Engineer to provide long term flow monitoring, capacity performance reports and presentations, temporary flow monitoring, and field services including manhole inspection, smoke testing, flow isolations, and wet weather inspections;

WHEREAS, the term of the Agreement ran from July 1, 2019 to June 30, 2020;

WHEREAS, Section 3.1 of the Agreement granted to City the option to renew the Agreement for two additional one-year periods;

WHEREAS, pursuant to Section 3.1.a of the Agreement, City has opted and elected to renew the Agreement for the second additional one-year period; and

WHEREAS, pursuant to Section 3.1.b of the Agreement, Engineer has submitted a form to continue contract performance for an additional one-year period.

NOW THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Agreement is hereby renewed and amended for an additional one-year term, beginning July 1, 2021 and ending June 30, 2022.
2. Year 3 Pricing will be as attached. The total value of this Second Renewal will be equal to that approved for City's upcoming 2021/2022 budget.
3. This is the Second Renewal allowed by the Agreement, and all terms and conditions remain the same and in full force and affect.

CITY OF MURFREESBORO:

ADS, LLC:

Shane McFarland, Mayor

By: _____

Date: _____

Print: _____

Approved as to form:

Its: _____

Date: _____

Adam Tucker, City Attorney

March 19, 2021

Ms. Valerie Smith, PE
Murfreesboro Water Resources Department
220 NW Broad Street
P.O. Box 1477
Murfreesboro, Tennessee 37133-1477

RE: Contract Renewal for year 2021-2022

Dear Valerie,

Pursuant to our contract dated July 1, 2019, ADS, agrees to a contract extension for an additional one-year term as provided in Article 3.1 of the original contract at the prices listed below adjusted for CPI-U of 1.0%. The additional year will start on July 1, 2021 and end June 30, 2022.

Long Term Flow Monitoring

Item	Description	# of Units	2021-2022 YEAR 3 Unit Price	2021-2022 YEAR 3 Total Price
1	Turnkey Operations, Parts, Maintenance, Data Collection, Data Analysis, Monthly Data Delivery and Monthly Meetings for 19 meters.	228	\$852.18	\$194,297.04
2	Turnkey Operations, Parts, Maintenance, Data Collection, Data Analysis, Monthly Data Delivery and Monthly Meetings for 7 Rain Gauges.	84	\$293.76	\$24,675.84
3	Wet Weather and Capacity Performance Summary Report	1	included	
4	FlowView PRISM Set-up for additional sites added to network	26	\$ 272.25	\$7,078.50
5	FlowView PRISM Monthly Service per site per month	312	\$43.56	\$13,590.72
6	ECHO Service, Wireless & FlowView PRISM monthly charge	12	\$105.69	\$1,268.28
TOTAL				\$240,910.38

*Monthly service items will be billed at the beginning of the month for which services are to be provided.

**FlowView PRISM Set-up fee is a one-time event at the initial set up. Monthly service fee starts immediately upon setup.

Temporary Flow Monitoring

TFM	# of Monitors	# of Days	YEAR 3 Rate	2021-2022 YEAR 3 Total Price
Equipment Rental, Service including parts, Meter Installation, Calibration, Collect, Analysis, Removal, for 1 st 30 days	6	30	\$147.01	\$26,461.80
Collect, Confirmation, Analysis for days>30*	6	30	\$76.22	\$13,719.60
TOTAL				\$40,181.40

*Temporary Flow monitoring extensions assumes extensions in increments of 1 month (30 days)

Field Inspections (SSES)

SSES	Number	Units	YEAR 3 Rate	2021-2022 YEAR 3 Total Price
Flow Isolation Readings	50	each	\$254.81	\$12,740.50
Wet Weather Inspection	40	Hrs.	\$274.42	\$10,976.80
Manhole Inspection with Data Entry	400	each	\$108.90	\$43,560.00
Smoke Testing w/ Data Entry	100,000	Lf.	\$0.455	\$45,500.00
Dye	25	each	\$408.35	\$10,208.75
PM Consultation	10	Hrs.	\$156.80	\$1,568.00
Field Crew Rate	4	Hrs.	\$228.68	\$914.72
TOTAL				\$125,468.77

For City of Murfreesboro:

For ADS LLC:

Signature

Signature

Printed Name/Title

Printed Name/Title

Date

Date

Approved as to Form:

As always, we look forward to our continuing partnership with the City of Murfreesboro Water Resources Department. If you have any questions, please contact me on my cellular (256) 508-1628

Best Regards,

A handwritten signature in black ink, appearing to read 'L. Mijares', with a stylized flourish at the end.

Luis Mijares
Senior Business Development Manager

cc: S. Hembree
Attachments

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

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	\$65.00	\$75.00	\$53.75	\$61.75	Closed		
Feb	\$65.00	\$75.00	\$54.00	\$62.00	Closed		
Mar	\$65.00	\$75.00	\$55.25	\$62.50	\$56.38	\$64.67	
Apr							
May							
Jun							

MWRD OPERATIONS & MAINTENANCE

Asphalt Purchases FY 2021

[illegible]

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Approval to Purchase PC Equipment

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 of replacement computers.

Staff Recommendation

Approve the purchase of updated personal computer and network equipment.

Background Information

Water Resources Department replaces outdated PC equipment on a five-year lifecycle to ensure continued reliable performance of department's IT network and infrastructure. Regular replacement also ensures that systems are kept up to date, which aids in security in today's cyber environment.

Council Priorities Served

Responsible budgeting

Maintaining computer network ensures properly working equipment for employees and reduces cyber risk.

Operational Issues

This is part of the annual replacement program for desktop PCs and peripheral equipment.

Fiscal Impact

The cost for this equipment is \$25,955, which is budgeted in WRD's FY21 Capital Expenditure budget.

Attachments

Council Authorization Form

**Authorization to Issue City Purchase Order to
Dell, Inc.
Pursuant to
NATIONAL COOPERATIVE PURCHASING ALLIANCE
Technology Solutions 11-15
Master Agreement Number 01-42**

The undersigned hereby certify that at its regular meeting on May 6, 2021, the Murfreesboro City Council approved the purchase of certain data communications equipment and services pursuant to the National Cooperative Purchasing Alliance (NCPA) Contract Number 01-42 for Technology Solutions with Dell, Inc. ("Master Agreement"), Dell, Inc. quote number 3000076838143.3 and 3000084146497.1 both dated April 22, 2021, and further authorized the City Manager and Purchasing Director to issue a purchase order in the amount of \$25,955.14 to Dell, Inc., to initiate such purchase, such purchase order incorporating by reference and made subject to the terms and conditions set forth in the Master Agreement.

By: _____
Shane McFarland, Mayor

City Recorder

Date: _____

I certify that this method of purchase is permitted under Tennessee Code § 12-3-1201 and the Murfreesboro City Code § 2-10(E)(2)(A) and approve the Master Agreement as to form and legality.

Adam F. Tucker, City Attorney



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000076838143.3	Sales Rep	Genyffer Reyes
Total	\$1,556.11	Phone	(800) 456-3355, 6180399
Customer #	3249629	Email	Genyffer_Reyes@Dell.com
Quoted On	Apr. 22, 2021	Billing To	ACCCOUNTS PAYABLE
Expires by	May. 22, 2021		MURFREESBORO WATER & SEWER
Deal ID	20502720		P O BOX 1477
			MURFREESBORO, TN 37133-1477

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Genyffer Reyes

Shipping Group

Shipping To	Shipping Method
RYAN POTTS MURFREESBORO WATER & SEWER 300 NW BROAD ST MURFREESBORO, TN 37130-3594 (615) 890-0862	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Precision 3440 Small Form Factor	\$1,052.02	1	\$1,052.02
Dell Dual Monitor Stand - MDS19	\$112.09	1	\$112.09
Dell UltraSharp 24 Monitor - U2422H, 60.47cm (23.8")	\$196.00	2	\$392.00

Subtotal:	\$1,556.11
Shipping:	\$0.00
Non-Taxable Amount:	\$1,556.11
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$1,556.11

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RYAN POTTS
MURFREESBORO WATER &
SEWER
300 NW BROAD ST
MURFREESBORO, TN 37130-3594
(615) 890-0862

Shipping Method

Standard Delivery

	Quantity	Subtotal
Precision 3440 Small Form Factor	1	\$1,052.02

Estimated delivery if purchased today:
May. 10, 2021
Contract # C000000005600
Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3440 SFF CTO BASE	210-AVUC	-	1	-
Intel Core i7-10700 (8 Core, 16M cache, base 2.9GHz, up to 4.8GHz) DDR4-2933	338-BVOL	-	1	-
HEATSINK for 65W CPU	412-AATF	-	1	-
Thermal Pad for 8 Core / 10 Core Processor (Small Form Factor)	412-AATG	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
Precision 3440 SFF with 200W up to 92% efficient (80 Plus Platinum) PSU	321-BFJR	-	1	-
32GB, 2x16GB, DDR4 UDIMM non-ECC memory	370-AFGF	-	1	-
Intel Integrated Graphics	490-BBBS	-	1	-
C3 M.2 PCIe Boot SSD	449-BBNC	-	1	-
No RAID	780-BBCJ	-	1	-
512GB PCIe NVMe Class 40 M.2 SSD	400-BFGH	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Media Card Reader	385-BBBL	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
Thank you for Choosing Dell	555-BBNG	-	1	-
Optional VGA Video Port	382-BBFW	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	1	-
Bezel ODD	429-ABKH	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
Intel® Management Engine disabled	631-ACOW	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-
Black Dell MS116 Wired Mouse	275-BBBW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
Thank you for Choosing Dell	555-BBNG	-	1	-

Integrated Intel SATA Controller	403-BBCE	-	1	-
US Power Cord	450-AH DU	-	1	-
Quick Setup Guide - Precision 3440	340-CRGV	-	1	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	1	-
Shipping Material for SFF (DAO)	340-CQYR	-	1	-
Precision 3440, 200W Reg Label DAO	389-DVHK	-	1	-
Speaker for Tower and SFF	520-AARD	-	1	-
System Monitoring not selected in this configuration	817-BBSI	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Premier Color 5.1	640-BBSD	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Custom Configuration	817-BBBB	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-2836	-	1	-
ProSupport: Next Business Day Onsite, 3 Years	997-6782	-	1	-

	Quantity	Subtotal
\$112.09	1	\$112.09

Dell Dual Monitor Stand - MDS19

Estimated delivery if purchased today:
Apr. 30, 2021
Contract # C000000005600
Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
Dell Dual Monitor Stand - MDS19	452-BDGB	-	1	-

	Quantity	Subtotal
\$196.00	2	\$392.00

Dell UltraSharp 24 Monitor - U2422H, 60.47cm (23.8")

Estimated delivery if purchased today:
Apr. 30, 2021
Contract # C000000005600
Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
Dell UltraSharp 24 Monitor - U2422H, 60.47cm (23.8")	210-AYYV	-	2	-
Dell Limited Hardware Warranty	814-5380	-	2	-
Advanced Exchange Service, 3 Years	814-5381	-	2	-

Subtotal:	\$1,556.11
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$1,556.11

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000084146497.1
Total	\$2,576.97
Customer #	2640715
Quoted On	Apr. 22, 2021
Expires by	May. 22, 2021
Solution ID	14133982
Deal ID	20502720

Sales Rep	Genyffer Reyes
Phone	(800) 456-3355, 6180399
Email	Genyffer_Reyes@Dell.com
Billing To	ACCOUNTS PAYABLE CITY OF MURFREESBORO PO BOX 1139 FINANCE DEPT MURFREESBORO, TN 37133

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Genyffer Reyes

Shipping Group

Shipping To	Shipping Method
MATT BYRNES CITY OF MURFREESBORO 111 W VINE ST MURFREESBORO, TN 37130-3573 (615) 893-6441	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerSwitch N3200-ON OS6 - [amer_n3200-on_13622_os6]	\$2,576.97	1	\$2,576.97

Subtotal:	\$2,576.97
Shipping:	\$0.00
Non-Taxable Amount:	\$2,576.97
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$2,576.97
---------------	-------------------

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MATT BYRNES
CITY OF MURFREESBORO
111 W VINE ST
MURFREESBORO, TN 37130-3573
(615) 893-6441

Shipping Method

Standard Delivery

	Quantity	Subtotal
PowerSwitch N3200-ON OS6 - [amer_n3200-on_13622_os6]	1	\$2,576.97

Estimated delivery if purchased today:

May. 04, 2021

Contract # C000000005600

Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
N3224P-ON, 24x1G RJ-45, 4x10G SFP+, 2x100G QSFP28, PoE 30W, 1xAC PSU, IO/PS, OS6	210-ASPU	-	1	-
Dell EMC N3200 User guide	343-BBNX	-	1	-
Dell Hardware Limited Warranty 1 Year	828-9273	-	1	-
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	828-9274	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis, 3 Years	828-9277	-	1	-
ProSupport 7x24 HW-SW Technical Support, 3 Years	828-9291	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
INSTALL DECLINED - Switch deployment performed by Customer or 3rd party	987-2549	-	1	-
Power Supply, 1050W AC, Hot Swap, for N2224PX, N3224P, N3248P, MPS-1S Shelf, MPS-3S Shelf	450-AJIK	-	1	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-

Subtotal:	\$2,576.97
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$2,576.97

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For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

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OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Wednesday, August 1st, 2018

Dell Marketing, L.P.
ATTN: Staci McDonald
One Dell Way
Round Rock, TX 78682

Re: Annual Renewal of NCPA contract #01-42

Dear Staci:

Region XIV Education Service Center is happy to announce that Dell Marketing, L.P. has been awarded a three-year term contract renewal for Technology Solutions based on the proposal submitted to Region XIV ESC.

The contract will expire on October 31st, 2021, completing the sixth year of a possible eight year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronnie Kincaid', is written over a light blue horizontal line.

Ronnie Kincaid
Region XIV, Executive Director

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Contract Amendment for Water Meter Gang Vaults

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

Summary

Consider price increase to Fortiline contract for the purchase of meter vaults.

Staff Recommendation

Approve price increase from Fortiline Inc. and extend contract for an additional year.

Background Information

O&M requested bids for 8-meter vaults varying in size. The department received bids from Fortiline, Consolidated Pipe, Core & Main, and Southern Pipe. The bid opening was held at O&M on Thursday, April 2, 2020 and we entered a contract with the lowest bidder Fortiline.

Council Priorities Served

Responsible Budgeting

By soliciting sealed bids, MWRD secures competitive pricing for products.

Fiscal Impacts

Fortiline requested to modify the unit price for furnishing meter vaults and agreed to hold the prices for one-year period beginning May 1, 2021 and ending May 21, 2022. The contract contains a provision for increases to the original bid and MWRD staff accepts the price increase due to the price escalation of materials used to supply the vaults.

Staff anticipates the total cost to increase from \$15,296 to \$17,526, a difference of \$2,230.

Attachments:

Fortiline Quote *(including price justification memo)*

**FIRST AMENDMENT
TO THE CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
FORTILINE, INC.**

This First Amendment ("First Amendment") to the Contract, entered into May 7, 2020 ("Contract"), is effective as of the date entered below, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Fortiline, Inc., dba Fortiline Waterworks ("Contractor"), a corporation of the State of North Carolina.

RECITALS

WHEREAS, on May 7, 2020, the City entered into the Contract with Contractor for the purchase of certain meter vaults based upon Contractor's Price Proposal;

WHEREAS, Section 4.f of the Contract provides for negotiation and mutual agreement of a price increase due to rising materials and labor costs;

WHEREAS, the Contractor has proposed to the City a new Price Proposal, attached hereto as Exhibit A, and has further provided the City documentation of rising materials and labor costs, attached hereto as Exhibit B; and

WHEREAS, the City is agreeable to a price increase on the basis of the documentation provided in Exhibit B:

NOW THEREFORE, the City and Contractor mutually agree as follows:

1. **Price Increase:** The Bid Form attached hereto as Exhibit A shall, for all purposes of the Contract, be the Contractor's Price Proposal, superseding all previous Price Proposals; further, Exhibit A is incorporated into this First Amendment and the Contract by reference, as if fully stated therein.
2. **No Other Amendment or Modification:** Except as provided herein, the parties make no other modifications or amendments, and all other terms of the Contract shall continue in full force and effect.

ENTERED this the ____ day of April, 2021.

CITY OF MURFREESBORO

FORTILINE, INC.

By: _____
Shane McFarland, Mayor

By: _____
Kyle Stetson, Branch Manager

Approved as to form:

Adam F. Tucker, City Attorney

PURCHASING DEPARTMENT
BID FORM –5/1/2021 THRU 5/1/2022

You are invited to bid on the following:

Title: Meter Vaults

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	TOTAL PRICE INCREASE
1	2	Ea.	Three-Gang Vault	\$3,069.95	\$3,549.95
2	2	Ea.	Four-Gang Vault	\$3,569.95	\$4,099.95
3	2	Ea.	Five-Gang Vault	\$4,075.95	\$4,659.95
4	2	Ea.	Six-Gang Vault	\$4,579.95	\$5,215.95

GRAND TOTAL:

\$15,295.80

\$17,525.80

NOTE: All prices quoted shall remain firm for period of one (1) year (365 calendar days) after the due date of the quotation submittal, unless a longer period has been agreed upon by both parties.



a MORSCO brand

QUOTE

**Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. **

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
215810	FORTILINE NASHVILLE	6058524	3/27/21	1

CUSTOMER	PROJECT INFORMATION
MURFREESBORO WATER&SEWER DEPT. P.O. BOX 1477 MURFREESBORO, TN 37133	43-GANG VAULT ANNUAL CONTRACT 5-22

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
***** DUE TO THE PVC ENVIRONMENT: ALL PVC PIPE WILL BE PRICED AT TIME OF SHIPMENT. *****					
GANG VAULT ANNUAL CONTRACT TERMS 5-01-21 TO 5-01-22					
60	2	EA	MWSD 3 GANG NON-TRAFFIC VAULT 4" PEXPE DIP 8'00 W/3 1"CC TAP	N/C	N/C
70	6	EA	CLASS 56 PIPE 1"CORP STOP CCXFNPT 74101BCAPF	N/C	N/C
80	6	EA	NO LEAD 1"X12" METER SETTER MIPXDP	N/C	N/C
90	6	EA	NO LEAD 720-412WDMD 44 5/8"X1" MTR ADPT MIPXFIP KIT	N/C	N/C
100	6	EA	710J14KIT NO LEAD	N/C	N/C
110	2	EA	1"X18" BRASS NIPPLE	N/C	N/C
120	2	EA	29"X59" ALUM HATCH S1R029059CD W/SLAM LOCK	N/C	N/C
			67"X37"X41.5" CONCRETE MTR VLT 3 GANG	3,549.9500	7,099.90
Package Sub-total:					7,099.90
150	2	EA	MWSD 4 GANG NON-TRAFFIC VAULT 4" PEXPE DIP 8'00 W/4 1"CC TAP	N/C	N/C
160	8	EA	CLASS 56 PIPE 1"CORP STOP CCXFNPT 74101BCAPF	N/C	N/C
170	8	EA	NO LEAD 1"X12" METER SETTER MIPXDP	N/C	N/C
180	8	EA	NO LEAD 720-412WDMD 44 5/8"X1" MTR ADPT MIPXFIP KIT	N/C	N/C
190	8	EA	710J14KIT NO LEAD	N/C	N/C
200	2	EA	1"X18" BRASS NIPPLE	N/C	N/C
210	2	EA	29"X59" ALUM HATCH S1R029059CD W/SLAM LOCK	N/C	N/C
			67"X37"X41.5" CONCRETE MTR VLT 4 GANG	4,099.9500	8,199.90
Package Sub-total:					8,199.90
240	2	EA	MWSD 5 GANG NON-TRAFFIC VAULT 4" PEXPE DIP 8'00 W/5 1"CC TAP	N/C	N/C

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
215810	43-GANG VAULT ANNUAL CONTRACT 5-22	6058524	3/27/21	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
250	10	EA	CLASS 56 PIPE 1" CORP STOP CCXFNPT 74101BCAPF NO LEAD	N/C	N/C
260	10	EA	1"X12" METER SETTER MIPXDP NO LEAD 720-412WDMD 44	N/C	N/C
270	10	EA	5/8"X1" MTR ADPT MIPXFIP KIT 710J14KIT NO LEAD	N/C	N/C
280	10	EA	1"X18" BRASS NIPPLE	N/C	N/C
290	2	EA	29"X59" ALUM HATCH S1R029059CD W/SLAM LOCK	N/C	N/C
300	2	EA	67"X37"X41.5" CONCRETE MTR VLT 5 GANG	4,659.9500	9,319.90
Package Sub-total:					9,319.90
330	2	EA	MWSD 6 GANG NON-TRAFFIC VAULT 4" PEXPE DIP 8'00 W/6 1"CC TAP	N/C	N/C
340	12	EA	CLASS 56 PIPE 1" CORP STOP CCXFNPT 74101BCAPF NO LEAD	N/C	N/C
350	12	EA	1"X12" METER SETTER MIPXDP NO LEAD 720-412WDMD 44	N/C	N/C
360	12	EA	5/8"X1" MTR ADPT MIPXFIP KIT 710J14KIT NO LEAD	N/C	N/C
370	12	EA	1"X18" BRASS NIPPLE	N/C	N/C
380	2	EA	29"X59" ALUM HATCH S1R029059CD W/SLAM LOCK	N/C	N/C
390	2	EA	67"X37"X41.5" CONCRETE MTR VLT 6 GANG	5,215.9500	10,431.90
Package Sub-total:					10,431.90
JOBSITE CONTACT CHARLES HANCOCK OFFICE (615)893-1223 CELL (615)642-3313					
Subtotal:					35,051.60
Tax:					.00
Bid Total:					35,051.60

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By ZR 3/27/21 15:23:32

EXHIBIT B

1830 Craig Park Court
St. Louis, MO 63146
314.432.4700
coreandmain.com



March 25, 2021

Dear Valued Customer,

We continue to experience significant price increases across all major product lines, including PVC pipe, ductile iron pipe and fittings, hydrants, valves, restraints, and many of our other major product categories.

In addition, we are beginning to see changes to the availability of these products, where many manufacturers are allocating product or declining to accept additional orders. These conditions may impact our ability to supply your material.

We anticipate that this supply chain disruption will continue in the future. We will continue to maintain strong lines of communication with our vendors to minimize this disruption and meet your needs in a timely fashion. Please contact your sales representative or local Core & Main branch for the latest updates.

Our goal is to work diligently to ensure these pricing and supply chain issues have a minimum impact on your current jobs. Thank you for your business and the trust that you place in Core & Main.

Sincerely,

A handwritten signature in black ink, reading "Jack Schaller", written in a cursive style.

Jack Schaller
President
Core & Main



A. Y. McDonald Mfg. Co.

TRUSTED QUALITY ♦ DEPENDABLE SERVICE ♦ SINCE 1856

March 9, 2021

FORTILINE WATERWORKS
1317 ELM HILL PIKE
NASHVILLE, TN 37210

Dear Mr. Romine,

Re: Contract Extension for ITB-26-2020 – Meter Vaults

Our records indicate the above referenced contract will expire on May 1, 2021. Raw material and production costs have increased since the start of this bid, causing us to be unable to honor the current contract prices beyond that time.

We are very appreciative of the business we have received on this contract and are interested in discussing the potential for making the necessary price adjustments that would allow us to continue serving the needs of the City of Murfreesboro.

Please feel free to contact me if you have any questions or concerns, or if you would like to discuss the possibility of extending our current agreement with a price adjustment.

Respectfully,

Jenny k. Harrington
Customer Service Manager

Water Works Brass

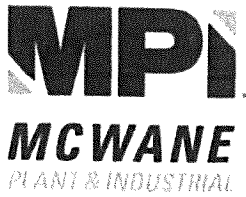
Plumbing Valves and Fittings

Pumps and Water Systems

Distribution Gas Valves/Meter Bars

Mailing Address P.O. BOX 508 ♦ DUBUQUE, IA 52004-0508
PHONE 800/292 2737 ♦ FAX 800/832-9296

Shipping Address 4800 CHAVENELLE ROAD ♦ DUBUQUE, IA 52002
♦ sales@aymcdonald.com ♦ www.aymcdonald.com



McWane Plant & Industrial
1201 Vanderbilt Road
Birmingham, AL 35234
866.924.8674
mcwanepi.com

March 18, 2021

To: Zachary Romine, Fortiline Waterworks

Re: 2021 Fabricated Pipe Price Increase.

Dear Zach,

This letter is to notify you of price increase in McWane's fabricated products for your annual quote on gang vault materials. The attached pricing is good for one year beginning on 5/1/2021 and ending on 5/1/2022. This increase is necessary due to increases in raw material.

McWane is committed to providing you the quality and service you expect and deserve. Thank you in advance for your support. Feel welcome to contact me with any questions.

Best Regards,

A handwritten signature in black ink, appearing to read "Matt Drummond".

Matt Drummond
Regional Sales Manager
MI - OH - KY - TN

C.R. Barger & Sons, Inc.

NPCA Certified Plant

Shipping: 123 Pawnook Farm Road • Lenoir City TN 37771
Mailing: P.O. Box 370 • Kingston TN 37763

Phone: (865) 270-8080
Fax: (865) 270-8079
Website: www.BargerAndSons.com

March 12, 2021

Mr. Zach Romine
1317 Elm Hill Pike
Nashville, TN 37210

Dear Mr. Romine,

CR Barger and Sons has seen significant manufacturing and delivery cost increases over the course of this year. Because of these extenuating circumstances, C.R. Barger and Sons will be increasing prices effective May 8, 2021. We have attached an updated quote which is good for one year. We thank you for your business and understanding.

Best regards,

A handwritten signature in black ink, appearing to read "Ginger Botkin". The signature is fluid and cursive, with the first name "Ginger" written in a larger, more prominent script than the last name "Botkin".

Ginger Botkin
Sales, CR Barger and Sons

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: ELI WA#5 Supplement Salem/Barfield Sewer & SW Interceptor

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

To revise ELI WA#5 scope of work by adding the design of a portion of the SW Interceptor Sewer Replacement.

Staff Recommendation

Approve the Supplement to WA#5 with ELI, through the MSA.

Background Information

At the December 2020 meeting the Board approved of WA#5 to design the replacement and upsize of a portion of the Salem/Barfield Interceptor Sewer through the City's Master Services Agreement (MSA) with ELI, LLC approved February 2018.

At this time, staff would like to add to ELI's scope of services to design the replacement of a portion of the 36" Southwest Interceptor underneath Salem Hwy, just south of this current replacement and upsizing project. We determined this section of the SW Interceptor needed replacing in the Fall of 2019 while the Department was contracted with Vortex to perform Lidar/Sonar and Closed Circuit Televising (CCTV) of approximately 24,000 linear feet of the Southwest Interceptor due to recent failures of the Hobas pipe material. The results from this CCTV determined that there was a problem with this Interceptor within the tunnel underneath Salem Hwy. The Department made several attempts to clean and televise this portion of the Interceptor to get a better look at the project and it was determined that the pipe was not at a constant slope and it appeared that the pipe had buckled or was humped up and holding flow upstream.

It is staffs desire to replace this portion of the SW Interceptor, which is currently Hobas pipe, with Ductile Iron Pipe within the tunnel.

The funding for this design was not funded through the Operating Budget so it is requested to come from Working Capital Reserves. The original amount of WA#5 was not to exceed \$83,687 and this Supplement would add to this in an amount of \$14,270 for a total of \$97,957. The revised estimate for this construction is \$1.68M.

Council Priorities Served*Expand infrastructure*

Repair of defective infrastructure ensures appropriate levels of service to water resource customers.

Fiscal Impact

The increase funding of \$14,270 will be paid from working capital reserves.

Attachments

1. ELI Proposal & Supplement
2. GIS Exhibit

April 16, 2021

Valerie Smith, PE
MWRD Assistant Director - Engineering
220 NW Broad Street
Murfreesboro TN, 37133

Re: Master Services Agreement – Work Authorization #5 **Supplement**
Salem/Barfield Sewer Improvements, Phase 3 (Basin 72-6)

Dear Ms. Smith,

Energy Land & Infrastructure, LLC (ELI-LLC) is pleased to offer the following proposal for professional services as needed by the Murfreesboro Water Resources Department (MWRD) for the replacement of an existing 36" HOBAS pipe located in an existing tunnel near the proposed Salem/Barfield sanitary sewer project. ELI-LLC proposes to provide professional engineering services as outlined in the Master Services Agreement between Energy Land & Infrastructure and the City of Murfreesboro, TN.

ELI-LLC proposed to conduct these professional services for a Lump Sum amount of **\$14,270.00**. ELI is available to begin work on this project upon of the execution of this Agreement.

We appreciate the opportunity to provide professional services to the Murfreesboro Water Resource Department for this project. If you agree to its terms, please sign and return a copy of the Agreement.

Warmest regards,

ENERGY LAND & INFRASTRUCTURE, LLC



Jay W. Bradley, PE

Attachments



ENERGY LAND & INFRASTRUCTURE

City of Murfreesboro Master Services Agreement

Murfreesboro Water Resources Department

Work Authorization #5 Supplement – Salem/Barfield Sewer Improvements, Phase 3 (Basin 72-6)

Under terms and conditions of the Master Services Agreement (AGREEMENT) between ELI-LLC the City of Murfreesboro (OWNER), executed on February 15, 2018,

ELI-LLC will provide the following services for the City of Murfreesboro Water Resources Department under this Work Authorization:

Develop additional construction plans, specifications and the construction administration for the replacement of a 36" HOBAS pipe with a 36" DIP pipe located in an existing 72" tunnel near the proposed Salem/Barfield sanitary sewer line.

Services not included but may be preformed as Additional Services include:

- Survey Services
- Traffic Study
- Tree survey or landscape design
- Irrigation design
- Flood study (FEMA)
- Property appraisals or acquisition
- Construction Engineering and Inspection
- Construction staking for contractor

Compensation:

For services delineated in the scope of this Work Authorization, ELI-LLC will be compensated on a Lump Sum basis in the amount of **\$14,270.00**

Original Design Fee	\$83,687.00
Supplemental Fee	\$14,270.00
Total Design Fee	\$97,957.00

Schedule

Upon authorization to proceed, ELI-LLC will perform the tasks delineated in the Scope of Services outlined above.

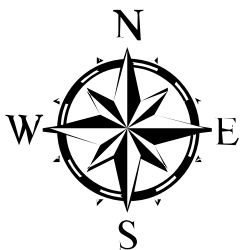
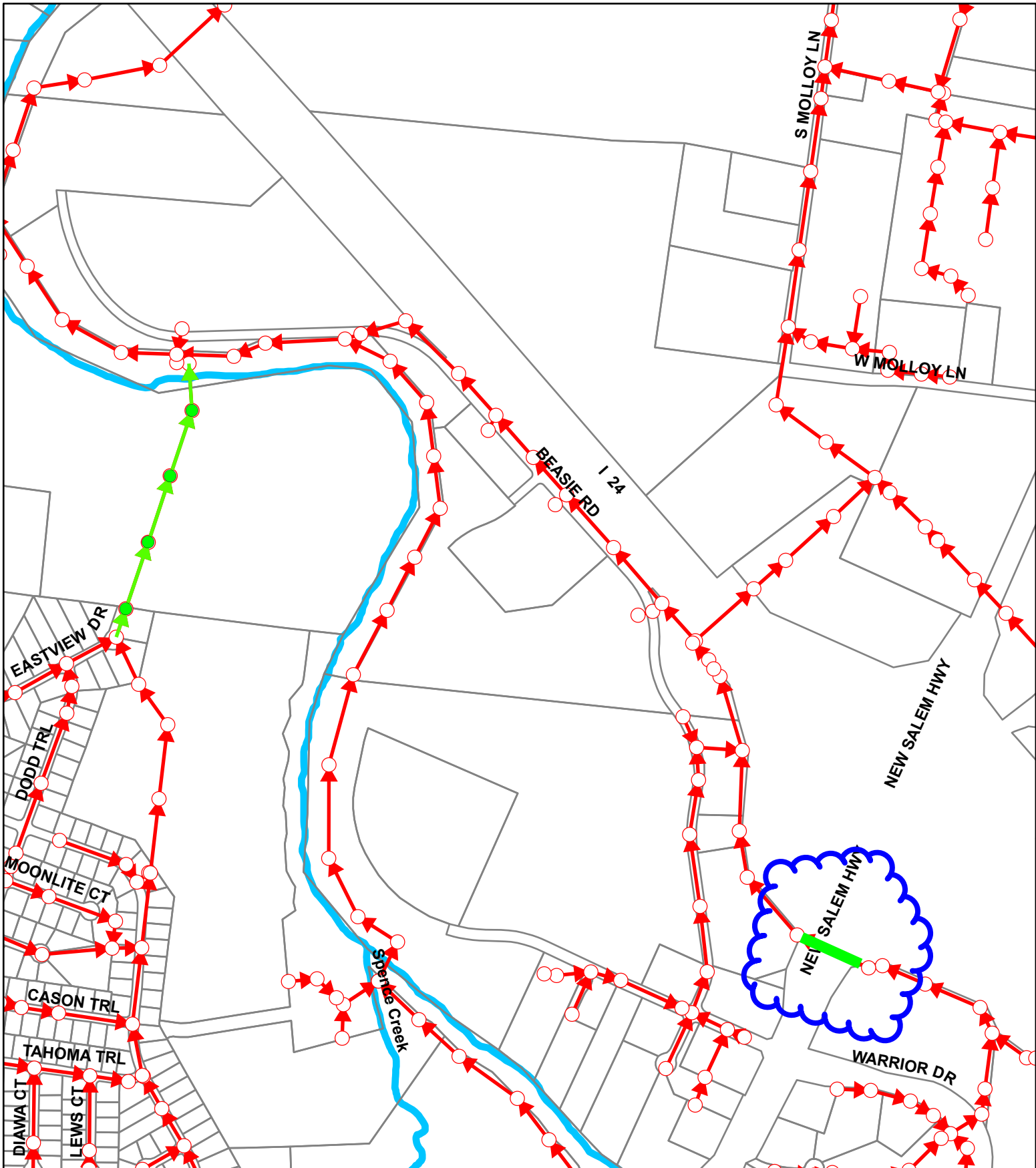
ELI-LLC is pleased to present this Work Authorization for Execution by the City of Murfreesboro:

CLIENT EXECUTION

By: _____ Date: _____

Printed/Typed Name: _____ Title _____

Approved as to Form: _____ Title: _____



MURFREESBORO WATER RESOURCES DEPARTMENT

Salem / Barfield Sewer Improvements Phase 3 Basin 72-6



COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

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.

Attachments

April 14, 2021 (Regular Meeting)

April 14, 2021

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, April 14, 2021 in the Community Room at Murfreesboro Municipal Airport, 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
Raymond Hillis, Executive Director/
Public Works
Erin Tucker, Budget Director
Chad Gehrke, Airport Director
Greg McKnight, Planning Director
Nate Williams, Parks & Recreation Director
Russ Brashear, Assistant Transportation Director
Helen Glynn, Assistant Community Development Director
Jafar Ware, Community Development Planner/
Grant Administrator
Ryan Hulsey, Airport Manager
Joshua Miller, Administrative Assistant

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

Mr. Chad Gehrke, Airport Director, introduced Mr. Ryan Hulsey the new Airport Manager at the Murfreesboro Municipal Airport.

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

(Insert letter dated April 14, 2021 here with regards to
Community Development 2020-2025 Consolidated Plan.)

Mr. Sam Huddleston, Executive Director, Development Services, introduced Ms. Helen Glynn, Assistant Community Development Director, and Mr. Jafar Ware, Community Development Planner/Grant Administrator, who were instrumental in development of the

Community Development Department 5-year consolidated plan. Mr. Huddleston presented the plan and explained the timeframe it covers as well as the process used to develop the plan. He also explained the objectives the plan was required to address, the allocation of funds to be received from HUD and expected carryover from prior funding.

Mr. Shacklett made a motion to approve the Community Development 5-year Consolidated Plan. 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 City Manager was presented to the Council:

(Insert letter dated April 14, 2021 here with regards
to sale of remnant parcel at 204 West Vine Street.)

Mr. Craig Tindall, City Manager, presented the request to approve the sale of the remnant parcel located at 204 West Vine Street for \$31,500 to Edwin C. Loughry, Jr. and Andrea Loughry.

Mr. Shacklett made a motion to approve the sale of the remnant parcel located at 204 West Vine Street for \$31,500. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye", except Mr. LaLance who voted "Abstain".

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

(Insert letter dated April 14, 2021 here with
regards to Bond Premium Proceeds.)

Mrs. Erin Tucker, Budget Director, presented the request to allocate a portion of the Fiscal Year 2021 Bond Premium for capital asset purchases which include \$350,000 for Golf Range Netting; \$204,300 for Parks and Recreation Equipment and \$87,000 for Street Department Equipment for a total of \$641,300.

Mr. Wade made a motion to approve allocating a portion of the Fiscal Year 2021 Bond Premium for capital asset purchases which include \$350,000 for Golf Range Netting; \$204,300 for Parks & Recreation Equipment and \$87,000 for Street Department Equipment for a total of \$641,300. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated April 14, 2021 here with regards to
amended Agreement for Landscape Buffer and Easement.)

Mr. Greg McKnight, Planning Director, presented the request of the Planning Department to approve the amended Agreement for Landscape Buffer and Easement with C. M. Gatton Trust in order to accommodate sanitary sewer structures along the south side of Wilkinson Pike.

Mr. Wade made a motion to approve the amended Agreement for Landscape Buffer and Easement with C. M. Gatton Trust to accommodate sanitary sewer structures along the south side of Wilkinson Pike. Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated April 14, 2021 here with regards
to Economic Development Marketing Plan.)

Mr. Jim Colson, AC Economics LLC, gave a presentation on an overview of a marketing plan for the City to continue its focused economic development efforts and highlighted the City's existing assets which included a labor force that primarily commutes out of county, real estate advantages and available location. Mr. Colson stated that the City's economic development objectives should be to attract new companies, support existing businesses competing and thriving and to implement a technology accelerator to attract technology companies. He outlined three potential models for the City to continue to develop its focused economic development efforts which were: maintain the current model in which the Chamber of Commerce handles economic development efforts for the area; create a fully staffed City Economic Development Office and a hybrid approach of the two models in which there was one full-time employee that focused solely on economic development efforts and worked closely with the Chamber of Commerce.

Mr. Colson answered questions from Council regarding the models other municipalities were taking regarding economic development, what the job description for a full-time employee that focused solely on economic development efforts would look like and if there should be some type of incentives for that position.

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

(Insert letter dated April 14, 2021 here with regards
to review of Solid Waste Ordinance revisions.)

Mr. Daren Gore, Assistant City Manager, presented the proposed amendment to the Solid Waste Ordinance which included bagging of grass clippings and leaves in biodegradable bags picked up free of charge; loose grass clippings charged a \$5.00 per pick-up fee; requiring all leaves bagged in biodegradable bags from January 16th through October 9th and allowing them to be piled on the curbside October 10th through January 15th; clarification and enforcement regarding private lawn and tree services leaving grass clippings, brush and limbs curbside for City pickup; incorporation of a resolution to periodically establish solid waste fees; incorporation of solid waste collection design criteria and establishes discontinuation of service as defined in accordance with Murfreesboro Water Resource Department and C.U.D. policies. Council discussed including charges for special

bulk item pick-ups and the proposed stairstep fee approach and how that approach would affect future fiscal years.

At the request of Mayor McFarland, Council discussed Republic Services, Inc.'s request to the Tennessee Department of Environment and Conservation and the Tennessee Central Solid Waste Regional Board for expansion of the Middle Point Landfill by 99.45 acres, the odor issue that the City is suffering from and the effect that the landfill expansion would have on the City and the odor issue. Council discussed the possibility of sending a resolution to the state's legislative body in opposition to the expansion but decided that, in order to gather more information, staff should invite representatives from Republic Services, Inc. to come before the Council and explain their plans for the Middle Point Landfill expansion.

Mr. LaLance made a motion to invite representatives from Republic Services, Inc. to come before the Council and explain their plans for the Middle Point Landfill expansion. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated April 14, 2021 here with regards to Transit System Rebrand.)

Mr. Russ Brashear, Assistant Transportation Director, presented the three proposed logo branding options for the City's public transit buses. Council discussed the three logos and voiced concerns regarding confusion with MTSU's lettering and a lack of cohesiveness with the City logo. Council suggested that the proposals be redesigned utilizing the current City logo and City colors.

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

(Insert letter dated April 14, 2021 here with regards to February 2021 Dashboard packet.)

The February 2021 Dashboard update, which included Financial, Building & Codes, Risk Management, Construction Data, City Schools Cash Flow Statements, and Revenue & Expenditure Budget Comparison Reports, was presented to Council with no discussion taking place.

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

(Insert letter dated April 14, 2021 here with regards to Special Event Beer Permit Applications for Oaklands Association, Inc. at Oaklands Mansion on 04/30/21, 06/04/21, 07/06/21, 09/25/21, 12/03/21 and 12/04/21.)

Mr. Wade made a motion to approve Special Event Beer Permits for Oaklands Association, Inc at Oaklands Mansion for events on 04/30/21, 06/04/21, 07/06/21, 09/25/21, 12/03/21 and 12/04/21. 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 no statements to consider.

Mr. Nate Williams, Parks and Recreation Director, presented the request of the Parks and Recreation Department to approve Change Order No. 001 with Warner's Athletic Construction Co., LLC in an amount not to exceed \$120,000 for the Richard Siegel Soccer Complex Turf Conversion Project in order to address unsuitable soil conditions found at the field.

Mr. Martin made a motion to approve Change Order No. 001 with Warner's Athletic Construction Co., LLC in an amount not to exceed \$120,000 for the Richard Siegel Soccer Complex Turf Conversion Project. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

Mr. LaLance discussed comments made at a County meeting regarding a park on the west side of the City and the potential to meet with County officials regarding City/County partnerships for a park in that area.

Mr. LaLance addressed his concerns with how sewer allocation is determined for certain zonings and how there might be a need for changes related to project density.

There being no further business, Mayor McFarland adjourned this meeting at 2:09 p.m.

SHANE MCFARLAND – MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Discovery School Track Resolution and Budget Amendment

Department: City Schools

Presented by: Kim Williams, Finance 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

Amendment to the FY21 City Schools budget to match funds raised for installation and construction of an asphalt walking track at Discovery School (5th Amendment).

Staff Recommendation

Approve Resolution 21-R-10

Background Information

On April 27, 2021, the MCS Board approved both a budget amendment and resolution acknowledging the City's capital funding of \$20,500 to assist with the construction cost of the track at Discovery School.

The Discovery School faculty, staff, parents, and students have expressed their gratitude for the City funding assistance.

Council Priorities Served

Responsible budgeting

Presenting budgets and resolutions of City transfers ensures compliance with state law, School Board policy and City Council policy and provides public transparency in the budgeting process.

Fiscal Impact

Funds will be budgeted in the Schools General Purpose fund with no change to fund balance. The transfer does not increase or otherwise affect the City's maintenance of effort obligation.

Attachments

1. Resolutions 21-R-10 and 21-R-15
2. MCS Resolution

RESOLUTION 21-R-10 amending the 2020-2021 Murfreesboro City Schools Budget to match funds raised for installation and construction of an asphalt walking track at Discovery School (5th Amendment).

WHEREAS, the City Council adopted the 2020-2021 Murfreesboro City Schools Budget by motion; and,

WHEREAS, the City Council adopted Resolution 20-R-15 on June 4, 2020 to implement the 2020-2021 Murfreesboro City Schools Budget; and

WHEREAS, on March 23, 2021, the Murfreesboro City School Board approved the installation of an asphalt walking track at Discovery School with the over \$41,000 raised from fundraising efforts; and

WHEREAS, on April 8, 2021, Murfreesboro City Schools requested City Council approval for the track installation, and City Council proposed matching half of what was raised through fundraising as a one-time appropriation in the amount of \$20,500 from the City General Fund to the Murfreesboro City Schools to be used for construction of the walking track on the property of the Discovery School; and

WHEREAS, the Murfreesboro City School Board adopted a resolution at a regular meeting held on April 27, 2021, requesting that the City Council make a one-time appropriation in the amount of \$20,500 from the City General Fund to the Murfreesboro City Schools to be used for the installation and construction of the walking track on the property of the Discovery School; and,

WHEREAS, the Murfreesboro City School Board acknowledged that because the requested transfer of funds would be a one-time appropriation, it would not increase or otherwise affect the City’s maintenance-of-effort obligation under state law; and

WHEREAS, it is now desirable and appropriate to adjust and modify the 2020-2021 Murfreesboro City Schools Budget by this Resolution to reflect this expenditure.

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

SECTION 1. The 2020-2021 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised and amended as shown on Exhibit A.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

Fiscal Year 2020-2021		BUDGET AS PASSED OR PREV AMENDED		AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Department	Account				
<u>General Purpose School Fund</u>					
<u>Revenues</u>	<u>Revenues</u>				
141 R 49810	City General Fund Transfers	\$	-	\$ 20,500.00	\$ 20,500.00
	Increase in Revenues				<u>\$ 20,500.00</u>
<u>Expenditures</u>	<u>Expenditures</u>				
141 E 76100 724 Site Development	Regular Capital Outlay (76100)	\$	-	\$ 20,500.00	\$ 20,500.00
	Increase in Expenditures				<u>\$ 20,500.00</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$	4,761,644	\$ 4,761,644	-

To recognize the one-time City Council donation of \$20,500 towards the cost of the walking track at Discovery School.

Kim Williams
Reviewed by Finance Director/Finance Manager

4-22-2021
Date

Approved ☒
Declined ☐

Bobby W Duke III
Director of Schools

4-22-2021
Date

**MURFREESBORO CITY BOARD OF EDUCATION RESOLUTION
DISCOVERY SCHOOL TRACK**

WHEREAS, the Discovery School at Bellwood ("Discovery School") and the Murfreesboro City Board of Education ("MCS") desire to construct a track on the campus of Discovery School; and


WHEREAS, MCS approved the construction of the track; and

WHEREAS, on April 8, 2021, the Murfreesboro City Council voted to donate \$20,500.00 towards the cost of the track at the Discovery School; and


WHEREAS, MCS acknowledges that this donation would constitute a one-time appropriation from the City General Fund to the MCS Budget for Fiscal Year 2021 and that as such this transfer would not increase or otherwise affect the City's Maintenance of effort obligation under state law; and

NOW, THEREFORE BE IT RESOLVED, that the MCS Fiscal Year 2021 Budget be amended as presented in Exhibit A hereto, subject to approval by the Murfreesboro City Council.

Adopted and approved this 27 day of April, 2021. Yeas: 7 Nays: 0



Butch Campbell, Board Chair



Dr. Trey Duke, Director of Schools

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: FY21 City Schools Budget Amendment

Department: City Schools

Presented by: Kim Williams, Finance 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

Amendment to the FY21 City School's General Purpose budget.

Staff Recommendation

Approve Resolution 21-R-15 amending the FY21 City Schools Budget (6th Amendment).

Background Information

On April 27, 2021, the MCS Board approved a budget amendment to recognize the FY21 State Pre-K Pilot Coaching Grant revenue and related labor and benefit expenditures as approved in the grant application.

The Board also approved an amendment to increase line items to property insurance, legal fees, internet connectivity, and communications from savings in surety bonds, worker's comp insurance and textbooks funded through CARES Act funds.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

These funds will be budgeted in the City Schools General Purpose fund with no change to fund balance.

Attachments

1. Resolution 21-R-15
2. MCS Budget Amendments

RESOLUTION 21-R-15 amending the 2020-2021 Murfreesboro City Schools Budget (6th Amendment).

WHEREAS, the City Council adopted the 2020-2021 Murfreesboro City Schools Budget by motion; and,

WHEREAS, the City Council adopted Resolution 20-R-15 on June 4, 2020, to implement the 2020-2021 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the 2020-2021 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The 2020-2021 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on Exhibit A.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

Fiscal Year 2020-2021		BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Department	Account			
General Purpose School Fund				
<u>Expenditures</u>	<u>Expenditures</u>			
141 E 72310 506	Board of Education Liability Insurance	275,000	454,572	179,572
141 E 72310 331	Board of Education Legal Services	165,000	172,000	7,000
141 E 72410 307	Office of Principal Communication	95,000	116,074	21,074
141 E 72250 350	Technology Internet Connectivity	178,500	194,000	15,500
141 E 72310 508	Premiums on Corporate Surety Bonds	7,500	4,458	(3,042)
141 E 72310 513	Worker's Comp Insurance	429,550	399,513	(30,037)
141 E 71100 449	Regular Instruction Textbooks	636,080	(185,000)	(190,067)
	Net Increase in Expenditures			-
CHANGE IN FUND BALANCE (CASH)		\$ 4,761,644	\$ 4,761,644	-

The increase to Property Insurance and Legal fees covers increase in the District's share of actual charges for the period of July 2020 - June 2021.
 The increase to Communications and Connectivity covers FY18 and FY19 charges for E-Rate voice and data services on recently received invoices.
 The decreases in line items come from savings in Surety Bonds, Worker's Comp Insurance and Textbooks. FY21 Textbook funding was moved to the CARES Act funds.


 Reviewed by Finance Director/Finance Manager

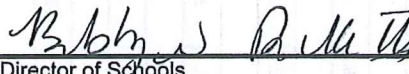
4.22.21
 Date

Approved

☒

Declined


☐


 Director of Schools

4-22-21
 Date

Fiscal Year 2020-2021		BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Department	Account			
General Purpose School Fund				
<u>Revenues</u>	<u>Revenues</u>			
141 R 46590	Other State Education Funds	\$ -	\$ 86,666.00	\$ 86,666.00
	Increase in Revenues			<u>\$ 86,666.00</u>
<u>Expenditures</u>	<u>Expenditures</u>			
141 E 73400 116	Early Childhood Education Teachers	\$ -	\$ 61,107.00	\$ 61,107.00
141 E 73400 201	Early Childhood Education Social Security		\$ 3,800.00	\$ 3,800.00
141 E 73400 204	Early Childhood Education Retirement		\$ 6,300.00	\$ 6,300.00
141 E 73400 206	Early Childhood Education Life Insurance		\$ 150.00	\$ 150.00
141 E 73400 207	Early Childhood Education Medical Insurance		\$ 14,074.00	\$ 14,074.00
141 E 73400 208	Early Childhood Education Dental Insurance		\$ 285.00	\$ 285.00
141 E 73400 299	Early Childhood Education Other Fringe Benefits		\$ 950.00	\$ 950.00
	Increase in Expenditures			<u>\$ 86,666.00</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ 4,761,644	\$ 4,761,644	-

To budget the final year of the Pre-K Coaching Pilot State grant for the salary and related benefits of one Coaching position. This Coaching position reverts to a Pre-K Early Education teaching position at the beginning of the FY22 school year.


 Reviewed by Finance Director/Finance Manager

4.22.21
 Date

Approved ☒

Declined ☐


 Director of Schools

4-22-21
 Date

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: MED Pension Plan Funding Policy

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

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

Summary

Resolution to approve Funding Policy for the City's MED Pension Plan

Staff Recommendation

Approve Resolution 21-R-13.

Background Information

In accordance with TCA 9-3-501 the MED Pension Board approved a funding policy for the MED Pension Plan on June 15, 2015, this plan was not approved by the City Council at that time.

On July 28, 2020 the City's Pension Committee for the MED Pension Plan approved and recommended the attached plan for City Council approval. Changes from the funding policy originally approved by the MED Board included the change in the plan administrator as well as changes in the language due to the closure of the plan at June 30, 2020 and other language the State of Tennessee has requested be added after an annual review.

Council Priorities Served

Responsible budgeting

A funding policy establishes a formal methodology for financing the pension obligations accruing under the Pension Plan, compliance with State and Federal rules and regulations.

Fiscal Impact

None

Attachments

Resolution 21-R-13

RESOLUTION 21-R-13 adopting the Funding Policy for the Murfreesboro Electric Department (MED) Pension Plan.

WHEREAS, the Tennessee General Assembly adopted Public Chapter 990 which included “The Public Employee Defined Benefit Financial Security Act of 2014,” now codified as T.C.A. §9-3-501 et. seq. (the “Act”); and,

WHEREAS, the Act required political subdivisions with defined benefit pension plans to develop a funding policy for financing the pension plan’s obligations and for such funding policy to be approved by resolution of the political subdivision’s governing body; and,

WHEREAS, the Act also required that such funding policy be in effect for fiscal years beginning after June 15, 2015 until amended; and,

WHEREAS, the Funding Policy for the Murfreesboro Electric Department Pension Plan (the “Funding Policy”) was passed by the Murfreesboro Electric Department Power Board on June 24, 2015, but was not approved by the City Council at that time; and,

WHEREAS, the City of Murfreesboro (the “City”) assumed responsibility of a defined benefit pension plan known as the Murfreesboro Electric Department Pension Plan (the “Plan”) as of July 1, 2020, when the Murfreesboro Electric Department was sold; and,

WHEREAS, the City’s Pension Committee unanimously approved the recommendation of the Funding Policy at its July 28, 2020 meeting and recommends that the City Council adopt the Funding Policy attached as Attachment A.

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

SECTION 1. The Funding Policy for the Murfreesboro Electric Department Pension Plan is hereby adopted as set forth in Attachment A and shall remain in effect unless and until it is amended by this City Council.

SECTION 2. A copy of this Resolution and Funding Policy shall be submitted to the Comptroller of the Treasury within thirty (30) days of its adoption in accordance with T.C.A. §9-3-504(b). Any subsequent amendment of the Funding Policy adopted by this Council shall similarly be timely submitted to the Comptroller in accordance with state law.

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

Attachment A

Adopted xx/xx/xxxx

Funding Policy for the Murfreesboro Electric Department Pension Plan

The City of Murfreesboro Tennessee adopts this document as the funding policy applicable to the Murfreesboro Electric Department Pension Plan (“the Plan”), a defined benefit plan, in compliance with The Public Employee Defined Benefit Financial Security Act of 2014, T.C.A. § 9-3-501 et. seq., Public Chapter 990, Acts of 2014. The City assumed responsibility of the Plan effective July 1, 2020 when the Murfreesboro Electric Department was sold. This funding policy has maintained the original amortization periods and methodologies established when the plan first became subject to the Act.

Preamble

The intent of this funding policy is to establish a formal methodology for financing the pension obligations accruing under the Plan. It is intended that current assets plus future assets from employer contributions and investment earnings should be sufficient to finance all benefits provided by the Plan and all costs incurred by the Plan. The funding policy is intended to reflect a reasonable, conservative approach to finance the cost of pension benefits being accrued. This funding policy recognizes that there will be investment market place volatility and that actual economic and demographic experience will differ from assumed experience. Accordingly, this funding policy is intended to provide flexibility to smooth such volatility and experience in a reasonable, systematic, and financially sound manner. Further, it is the intent that this funding policy comply with all applicable laws, rules, and regulations of the State of Tennessee and the Federal Government.

This funding policy is being adopted by the City Council upon the recommendation of the Pension Committee as a prudent action, a fiduciary duty and a legal obligation. Moreover, adoption of a funding policy is recommended by the Government Finance Officers Association, the Governmental Accounting Standards Board, and the actuarial profession.

Components of this Funding Policy

1. Procurement of actuarial services
2. Actuarial experience study
3. Actuarial valuation
4. Actuarial audit
5. Transparency and Accountability
6. Filing with the State

Procurement of Actuarial Services

The Plan shall acquire the services of professional actuarial firms as needed to perform actuarial experience studies, actuarial valuations, and other necessary actuarial services. A selected actuarial firm shall be independent and shall act as an advisor on actuarial matters on behalf of the Plan.

The lead actuary of the selected actuarial firm shall have the requisite experience, capabilities, strengths, and qualifications including, but not limited to, the following:

1. Member of the American Academy of Actuaries,
2. Attainment of the Fellowship of the Society of Actuaries (FSA) designation,
3. Attainment of the Enrolled Actuary (EA) designation,
4. At least seven years of actuarial experience in the defined benefit field,
5. Ineligible to participate in the Plan, and
6. Shall not be an employee of the City.

Actuarial Experience Study

An actuarial experience study shall be conducted at least every five years. As determined to be necessary by the Pension Committee or as recommended by the Plan's actuary, assumptions may be evaluated on an interim basis between studies.

Assumptions adopted by the Pension Committee should be established based on past experience and future expectations as the result of an actuarial experience review.

Demographic assumptions to be established include, but are not limited to, the following:

1. Turnover pattern
2. Pre-retirement mortality based on expected improvement in mortality
3. Pattern of retirement
4. Pattern of disability
5. Post-retirement mortality based on expected improvement in mortality
6. Forms of benefit payments.

Although the Act does not require utilization of mortality improvements until fiscal years after June 15, 2024, the plan currently reflects mortality improvements in the assumptions and will continue to reflect mortality improvements for all future actuarial valuations.

Due to the number of participants in the Plan, the Plan data is insufficient to develop assumptions based only on plan experience. The Pension Committee and the Plan's actuary will base the development of the demographic assumptions using published studies, plan experience, and expected experience input from the City's management.

Economic assumptions to be established include, but are not limited to, the following:

1. Investment earnings (net of investment expenses)
2. Salary

The investment earnings assumption cannot exceed the rate adopted by the Tennessee Consolidated Retirement System ("TCRS") by more than 50 basis points. Economic assumptions shall include an underlying assumption for inflation.

Actuarial Valuation

Valuation method and frequency. An actuarial valuation to determine the "Actuarially Determined Contribution (ADC)" rate to finance pension obligations shall be performed annually for the fiscal years beginning after June 15, 2015. The valuation shall utilize the entry-age normal actuarial method where the normal cost will be allocated over employment to

the assumed retirement age. Effective July 1, 2020 the normal cost will not be applicable since there are no active participants. The ADC shall include (1) the normal cost including expenses paid from the trust, (2) the unfunded liability cost, and (3) interest on (1) and (2). Commencing with the July 1, 2020 actuarial valuation the ADC shall be calculated and become applicable on the July 1 that is 12 months following the valuation. Notwithstanding the preceding, the ADC on July 1, 2020 will be applicable to the period beginning July 1, 2020 and July 1, 2021. Furthermore, if the assets exceed the sum of the liabilities under the entry-age normal actuarial method and expenses, the ADC will be \$0.

Funding the ADC. The ADC rate, as determined by an actuarial valuation, shall provide funding at a level of no less than 100%. The City's budget shall include funding of at least 100% of the ADC of the Plan.

Asset smoothing method. Currently the actuarial value of assets is equal to the market value of assets. An asset smoothing method may be utilized to determine the actuarial value of assets. The difference between the amount actually earned and the earnings assumption for a particular year shall be amortized in level amounts. The asset smoothing period shall be five (5) years beginning in the year that the method is changed from the market value.

Unfunded liability. The unfunded liability based on the 2005 actuarial valuation shall be funded no later than 2035. In subsequent actuarial valuations, the unfunded liability will be reestablished and will be amortized over the remaining period to 2035. If there is an actuarial surplus, the amortization payment may be set to \$0. Changes in the unfunded liability due to assumption changes, method changes or benefit plan provision changes may either be included in the amortization of the reestablished unfunded liability or the amount of change in the unfunded liability may be amortized over a closed period not to exceed 30 years. The amortization method shall be a level dollar amortization method. It is permissible in any subsequent actuarial valuation to amortize the actual actuarial gains and losses separate from the prior reestablished unfunded liability. The amortization methodology for the actuarial gains and losses is described in the next section.

Amortization methodology for actuarial gains and losses. A tier approach will be utilized with new actuarial gains and losses from each actuarial valuation. Each tier shall be amortized over a closed, maximum 20 year period using a level dollar amortization period. Tiers may be combined, but the resulting amortization period may not be less than 5 years nor exceed the lowest amortization period of the combined tiers.

Demographic data. The demographic data in an actuarial valuation shall include: (1) all active members, (2) all inactive vested members, and (3) all annuitants (including beneficiary annuitants and disability annuitants).

Benefit provisions. The actuarial valuation shall include all benefits being accrued by members of the Plan including, but not limited to, retirement, termination, disability and death benefits. The valuation shall be based on the benefit eligibility and benefit terms as set out in the Plan document.

Assumptions utilized. Demographic and economic assumptions as determined by an actuarial experience study and adopted by the City shall be utilized in the actuarial valuation.

Adopted xx/xx/xxxx

Actuarial audit. The City may subject the Plan to an actuarial audit by an independent actuarial audit firm at any time. Such audits are not generally conducted more frequently than once in a ten (10) year period. The purpose of such an actuarial audit may include but is not limited to: (1) the validation and verification of actuarial valuation results of both funding and accounting; (2) an evaluation of the reasonableness of actuarial assumptions and methods; and (3) compliance with generally accepted actuarial standards.

Transparency and Accountability

This funding policy, the actuarial experience study, and the actuarial valuation shall be readily available for review.

Filing with the State

Pursuant to Public Chapter 990, Acts of 2014, this Funding Policy and any amendments hereafter adopted shall be submitted to the Comptroller or the Treasury within thirty (30) days after adoption.

Effective Date

This Funding Policy shall remain in effect until amended by the City Council or preempted by federal or state law.

Date Adopted

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: FY22 Recommended Water Rate and Pricing Increases

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

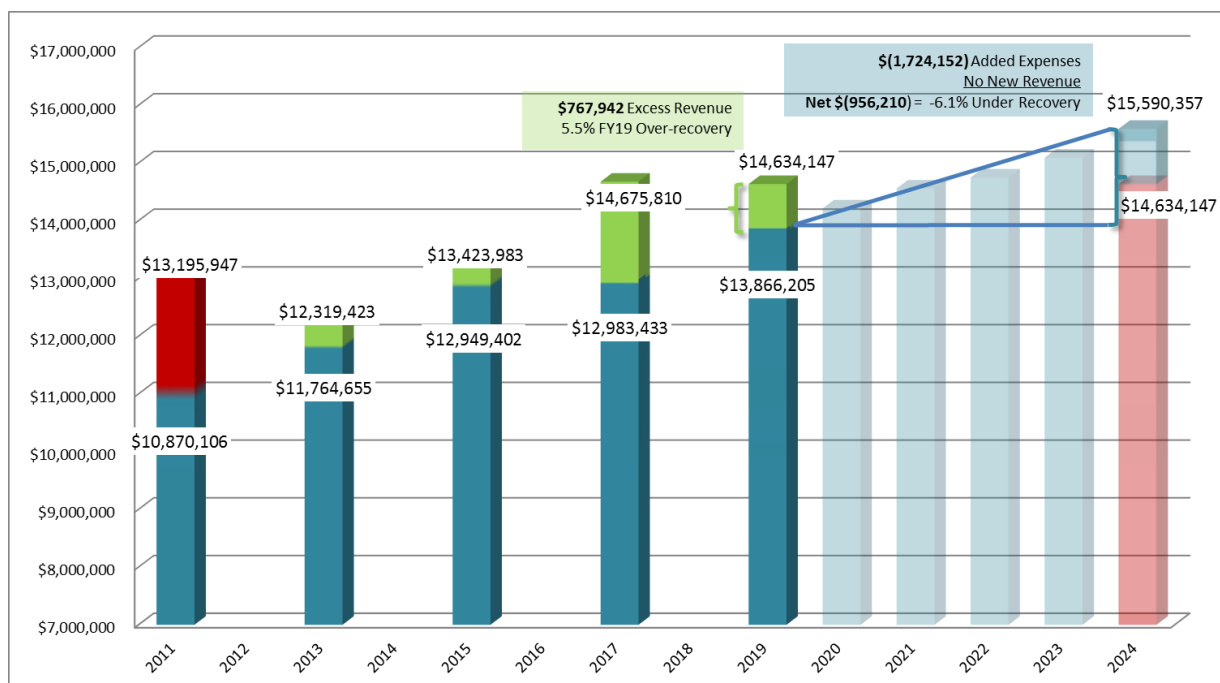
Recommended increase to minimum monthly bills for water only and increases to water meters and taps and sewer cleanout installations.

Staff Recommendation

Adopt ordinance 21-O-12.

Background Information

Water revenues are not expected to cover the cost of service by FY24. Between FY19 and FY24, an increase of \$1,724,152 is projected for operations and maintenance only. MWRD's water system is encompassed by Consolidated Utility District of Rutherford County; therefore, no new revenue derived from growth has been integrated into the FY24 pro forma. Using these assumptions, the water revenues are expected to fall short in an amount of \$(956,210) as compared to expenses in FY24, under-recovering (6.1)%.



Staff recommends and the attached ordinance supports the proposed rate increase for

meter sizes 5/8" to 2" below by adjusting the minimum annually as tabulated below. This rate increase recovers approximately 20% of the under-recovery anticipated for FY24. Making these adjustments over a 3-yr period would make up a majority (approximately 60%) of the "gap" of the anticipated (\$956,210) shortfall.

Proposed Minimum Monthly Charge Adjustments

Meter Size (INCH)	FY20 Total minimum	FY21 Proposed minimum	Difference	# of Accounts	Added Revenue
5/8"	\$8.22	\$8.72	\$0.50	24,917	\$149,501
1"	\$19.18	\$20.71	\$1.53	688	\$12,668
1-1/2"	\$41.10	\$43.77	\$2.67	359	\$11,508
2"	\$65.76	\$69.05	\$3.29	464	\$18,307
3"	\$164.40	\$164.40	\$0.00	96	\$0.00
4"	\$328.80	\$328.80	\$0.00	34	\$0.00
6"	\$685.00	\$685.00	\$0.00	17	\$0.00
8"	\$685.00	\$685.00	\$0.00	1	\$0.00
Total				26,576	\$191,984

An updated cost of service study will be conducted for FY21 after the Department receives our audit, and the water rate design may be adjusted for FY23 or FY24 based on those findings.

Staff also recommends the following cost increases that have not been updated in the past 10-yrs. The proposed costs reflect the amounts necessary for the Department to recoup material and labor costs.

Table 1 - Water

Description	Present Cost	Proposed Cost	Ordinance Revision
Meter Connection (Install Meter Only)	\$300	\$540	Yes
1" Water Stub	\$325	\$675	Yes
1" Complete Tap & Meter (Out of Road)	\$1000	\$1215	Yes
1" Complete Tap & Meter (In Road)	\$1000	\$1915	Yes
2" Complete Tap & Meter (Out of Road)	\$3750	\$4455	No
2" Complete Tap & Meter (In Road)	\$3750	\$5120	No

Table 2 - Sewer

Description	Present Cost	Proposed Cost	Ordinance Revision
Sewer Cleanout Installation	\$100	\$170	Yes

Council Priorities Served

Responsible budgeting

Implementing gradual rate increases to support anticipated expenses over a 5-year

time frame (pro forma) is considered a best practice and allows the customers to budget appropriately for their future monthly water and sewer utility bills.

Establishing pricing to recoup material and labor costs is consistent with enterprise fund cost-recovery.

Fiscal Impact

The proposed rate water rate increase is expected to generate an increase of approximately \$192,000 revenue annually.

Attachments

Ordinance 21-O-12

ORDINANCE 21-O-12 amending Chapter 33, Water Resources, Sections 33-1, 33-2, and 33-50 of the Murfreesboro City Code, dealing with water resources rates, charges and fees.

WHEREAS, the City of Murfreesboro should have water and sewer rates, fees and charges which will generate sufficient funds to retire indebtedness for existing and planned capital improvements of the Water Resources Department and to meet its normal operating expenses; and,

WHEREAS, the City of Murfreesboro Cost of Service Study and Pro Forma prepared by Jackson Thornton Utilities determined the water rates were insufficient in meeting the system’s future revenue requirements; and,

WHEREAS, significant increases in labor and materials costs have resulted in insufficient charges for water taps and sewer clean outs; and

WHEREAS, the Water and Sewer Board studied and decided to recommend these charges to the City Council at its March 23 and April 27, 2021 meetings.

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

SECTION 1. Section 33-1, Water Resources Rates and Charges, of the Murfreesboro City Code is hereby amended at subsection (B) by substituting into the table, in lieu of the existing table, the following:

MINIMUM MONTHLY WATER CHARGES

Meter Size	Charge*	Allowance, gallons
5/8 inch	\$ 8.72	-
1 inch	20.71	-
1 1/2 inch	43.77	-
2 inch	69.05	-
3 inch	164.40	-
4 inch	328.80	-
6 inch	685.00	-

*Tax not included

SECTION 2. Section 33-2 - Charges for taps made by City, of the Murfreesboro City Code is hereby amended at subsection (A) by deleting the first four lines and substituting in lieu thereof the following:

The charges for water taps made by the Water Resources Department shall be as hereinafter set forth:

The charges for a three-fourths or one-inch water service line stub installed for a developer in a street under construction or a water line easement shall be \$675.00.

In areas where the service line stub has been installed by a developer, the charge for a three-fourths or one-inch meter connection shall be \$540.00.

In areas where the water service line stub has not been installed, the charge for a three-fourths or one-inch water tap outside of the roadway shall be \$1,215.00, and inside the roadway shall be \$1,915.

SECTION 3. Section 33-50 – Sanitary sewer connection or tapping fees and house service fees or charges, of the Murfreesboro City Code is hereby amended at subsection (A)(1) by substituting in the last row of the table, in lieu of the existing row, the following:

The sewer connection or tapping fee for each connection, unless specified otherwise in this section 33-50, shall be as follows:

Sewer Clean Out Connection:	\$170
-----------------------------	-------

SECTION 4. That this Ordinance shall take effect for bills printed on or after July 1, 2021 on its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading

2nd reading

Shane McFarland, Mayor

ATTEST:

Melissa B. Wright

City Recorder

APPROVED AS TO FORM:

Adam Tucker

City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Sewer Allocation Variance- Memorial Blvd. – Dutch Bros. Coffee

Department: Planning

Presented by: Greg McKnight, Director

Requested Council Action:

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

Summary

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

Staff Recommendation

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

Background Information

There was a Zoom due-diligence meeting, March 25th, with the Planning Department for the development of a proposed Dutch Brothers Coffee along the west side of Memorial Boulevard south of Kings Ridge Drive. The property is currently zoned Commercial Highway (CH), which per the ordinance only allows 2.5 sfu's/acre. The property is 0.914 acres in size and thus is allowed only 2.3 sfu's. The anticipated usage is 8.25 sfu's; therefore, the development will use more than the ordinance allows by approximately 5.95 sfu's. The sanitary sewer system can handle the increased flows for the proposed development. Staff views the advantages of job creation and sales tax revenue of greater benefit than the requested additional sewer capacity.

Council Priorities Served

Improve economic development

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

Concurrence

MWRD concurs with the request based on sewer system capacity.

Fiscal Impact

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

Attachments

1. Request Letter and Exhibits
2. Memo from MWRD

April 12, 2021

Greg McKnight
Planning Director
Murfreesboro Water Resources Department
220 NW Broad Street
Murfreesboro, TN 37130

**Re: The Haynes Family Subdivision Lot 5
Memorial Boulevard
Tax Map 69, Parcels 22.01, 23.00, & 23.01
Sewer Allocation Variance Request**

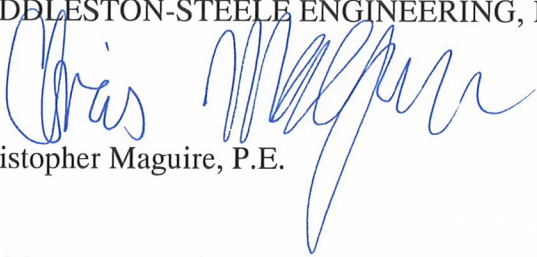
Dear Greg:

The property we are requesting a variance on is The Haynes Family Subdivision Lots 5 on Memorial Boulevard at Tax Map 69, Parcels 23.00 and 23.01 for a Dutch Brothers Coffee. This property's Preliminary and Final Plats were approved at Murfreesboro Planning Commission 01-20-21 and is zoned Commercial Highway (CH). This zoning allows for 2.5 single family units (s.f.u.) per acre or 650 gpd/acre. It has been estimated that the proposed Dutch Brothers Coffee would require an additional 5.95 s.f.u. per acre.

We appreciate the opportunity to submit this variance request and hope to continue with this development to serve the surrounding areas. Please feel free to reach out with any questions.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



Christopher Maguire, P.E.

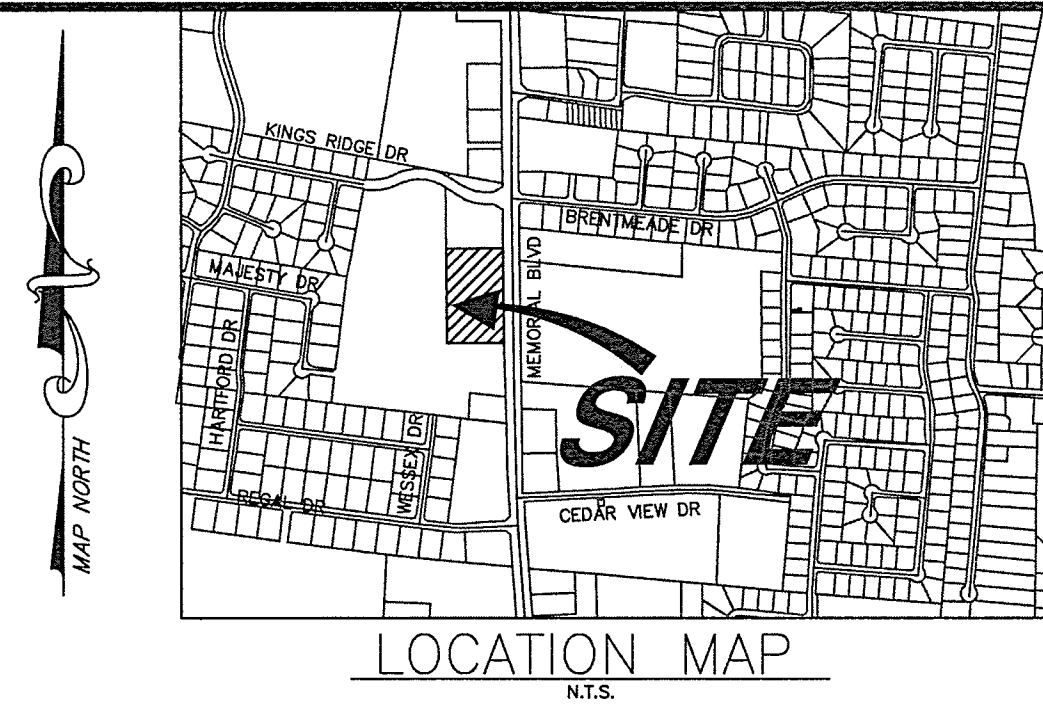
Per recent plans this
lot is 39821 sf or .914
acres. (.914 * 2.5 = 2.3
sfu's/acre) allotted.

Cc: Margaret Ann Green
Matthew Blomeley
Valerie H. Smith

V:\CADD\2021\Civil\3D Projects\2021\3D\DWG - CURRENT\Trk - West Subdivision Sept 2020.dwg, Final 12/21/2020 7:40:23 AM, ACAD2004

LEGEND	
	UTILITY POLE
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	REDUCER
	WATER VALVE
	CONCRETE THRUST BLOCK
	EXISTING WATER LINE
	PROPOSED WATER LINE
	EXISTING SANITARY SEWER LINE
	PROPOSED SANITARY SEWER LINE
	EXISTING MANHOLE
	PROPOSED MANHOLE
	EXISTING CONTOURS
	PROPOSED CONTOURS
	GAS METER
	EXISTING GAS LINE
	PROPOSED GAS LINE
	PROPOSED UNDERGROUND ELECTRIC LINE
	PROPOSED UNDERGROUND DATA LINE CONDUIT
	PROPOSED UNDERGROUND PHONE LINE CONDUIT
	UTILITY POLE ANCHOR
	EXISTING SPOT ELEVATION
	PROPOSED SPOT ELEVATION
	EXISTING STORM LINE
	PROPOSED STORM LINE
	FIRE DEPARTMENT CONNECTION
	BACKFLOW PREVENTER/CHECK VALVE
	WATER METER
	POST INDICATOR VALVE
	BLOW-OFF VALVE
	SEWER CLEAN-OUT
	SURVEY BENCHMARK
	PARKING LIGHT POLE
	PEDESTRIAN WAY LIGHT POLE

2
PARC AT MURFREESBORO, LLC
TAX MAP 69, PARCEL 22.00
RECORD BOOK 1764, PAGE 2348
ZONING RM-16



CERTIFICATE OF OWNERSHIP AND DEDICATION
I (we) hereby certify that I am (we are) the Owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent and establish the minimum building restriction lines, and dedicate all streets, alleys, walks, and utilities therein, parks and other open spaces to public or private use as noted.

Date Terry G Haynes
Record Book 519, Page 1183

Date Haynes Bros Lumber Co.
Record Book 385, Page 1396 Terry Haynes, General Partner

Date Lisa S Haynes
Record Book 614, Page 636

CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for the City of Murfreesboro, Tennessee with the exception of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Rutherford County Register of Deeds provided that it is so recorded within one year of this date.

Date SECRETARY, PLANNING COMMISSION

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE
I hereby certify that (1) the streets, drainage structures, drainage improvements, and stormwater quality controls for the subdivision shown hereon have been installed in accordance with city specifications, or (2) that a Surety for these improvements has been posted with the City of Murfreesboro to assure completion of same.

Date CITY ENGINEER

Certificate of Electric
Middle Tennessee Electric Membership Corporation (MTEMC) will provide electric service to the subject property according to the normal operating practices of MTEMC as defined in the rules and regulations, bylaws, policy bulletins and operational bulletins of MTEMC, and in accordance with the plat approval checklist, tree planting guidelines and other regulations contained on the MTEMC website at www.mtemc.com <http://www.mtemc.com>
electric service will be provided until MTEMC's Requirements have been met and approved in writing by an authorized representative of MTEMC. Any approval is, at all times, contingent upon continuing compliance with MTEMC's Requirements.

Date M.T.E.M.C. Official

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS
I hereby certify that: (1) the sewer lines and appurtenances for the sewer system of the subdivision shown hereon have been installed in accordance with city codes and specifications and the requirements of the Tennessee Department of Environment and Conservation, Design Criteria for Sewage Works; (2) that a Surety for these improvements has been posted with the City of Murfreesboro to assure completion of same; or (3) that a subsurface sewage system will be permitted subject to the approval of the Rutherford County Health Department.

Date MURFREESBORO WATER RESOURCES OFFICIAL

CERTIFICATE OF APPROVAL OF WATER SYSTEMS LOCATED IN THE WATER SERVICE
Jurisdiction of the City of Murfreesboro - I hereby certify that: (1) the water lines and appurtenances for the water system of the subdivision shown hereon have been installed in accordance with city codes and specifications and the Tennessee Department of Environment and Conservation, Community Public Water Systems Design Criteria; or (2) that a Surety for these improvements has been posted with the City of Murfreesboro to assure completion of same.

Date MURFREESBORO WATER RESOURCES OFFICIAL

DATE OF RECORDING: _____
TIME OF RECORDING: _____
PLAT BOOK: _____, PAGE: _____.

OWNER: TERRY G HANES ETAL
CAROLYN N HAYNES
ADDRESS: P.O. BOX 338
MURFREESBORO, TN 37133

TAX MAP 69, PARCEL 23.00
RECORD BOOK 519, PAGE 1183

OWNER: HAYNES BROS LUMBER CO.
ADDRESS: P.O. BOX 338
MURFREESBORO, TN 37133

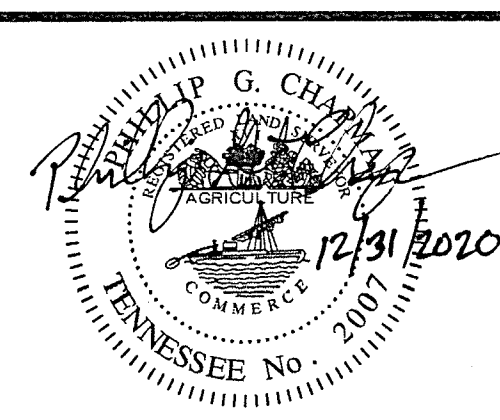
TAX MAP 69, PARCEL 23.01
RECORD BOOK 385, PAGE 1396

OWNER: LISA S HAYNES
ADDRESS: 1707 RIVERVIEW DRIVE
MURFREESBORO, TN 37129

TAX MAP 69, PARCEL 22.01
RECORD BOOK 614, PAGE 636

THESE LOTS ARE NOT LOCATED IN AN AREA DESIGNATED AS "SPECIAL FLOOD HAZARD" ON THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY MAP 47149C, PANEL NO. 0145 H, ZONE: X, DATED: 01/05/07.

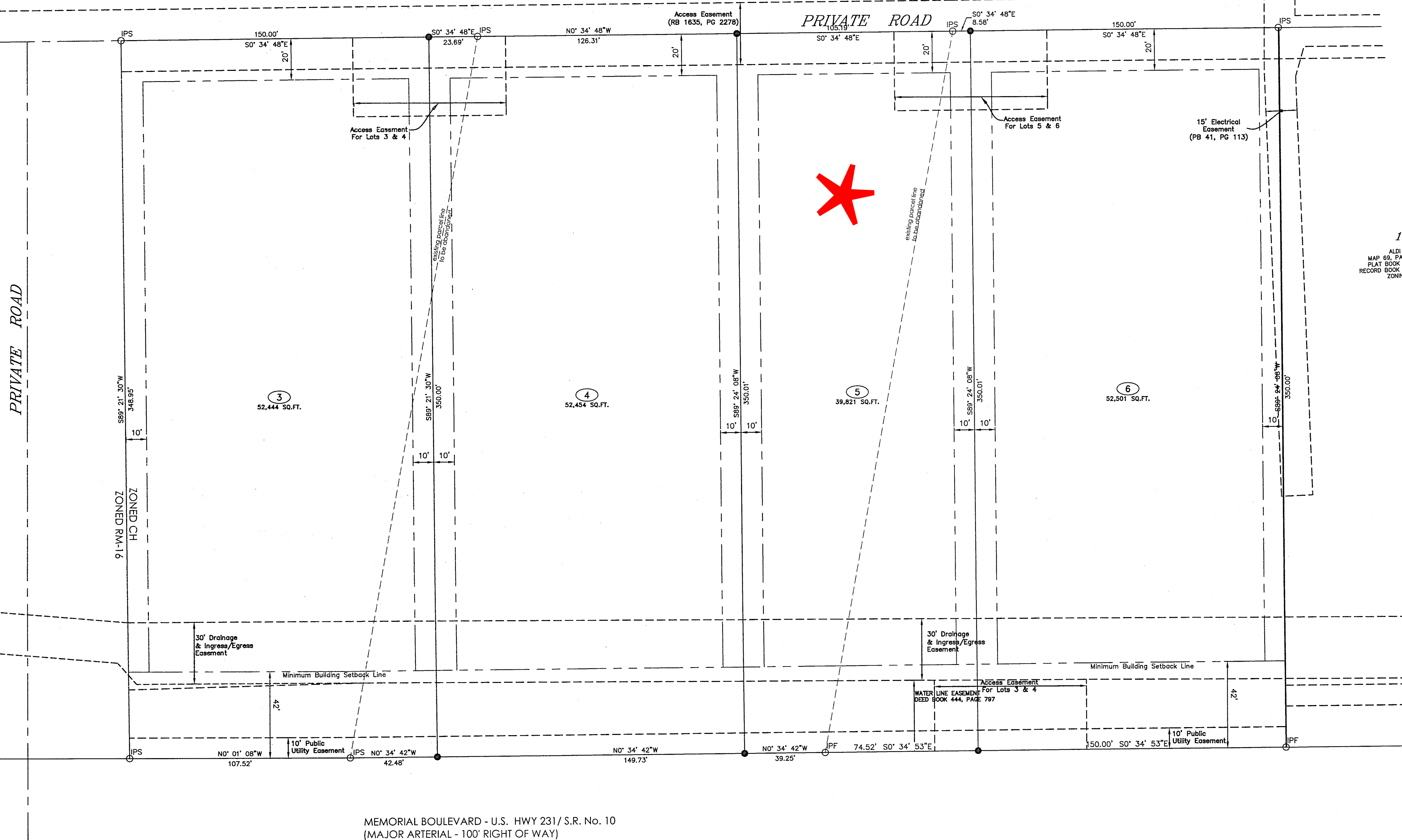
CERTIFICATE OF ACCURACY - I hereby certify that this is a category "1" survey and the ratio of precision of the undisturbed survey is 1:10000 as shown hereon and that this survey was done in compliance with current Tennessee Minimum Standards of Practice for Land Surveyors. I also certify that the monuments have been or will be placed as shown hereon to the specifications of the City Engineer.



SHUDDLESTON-STEEL
ENGINEERING INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
SURVEYING : 893 - 4084, FAX: 893 - 0080

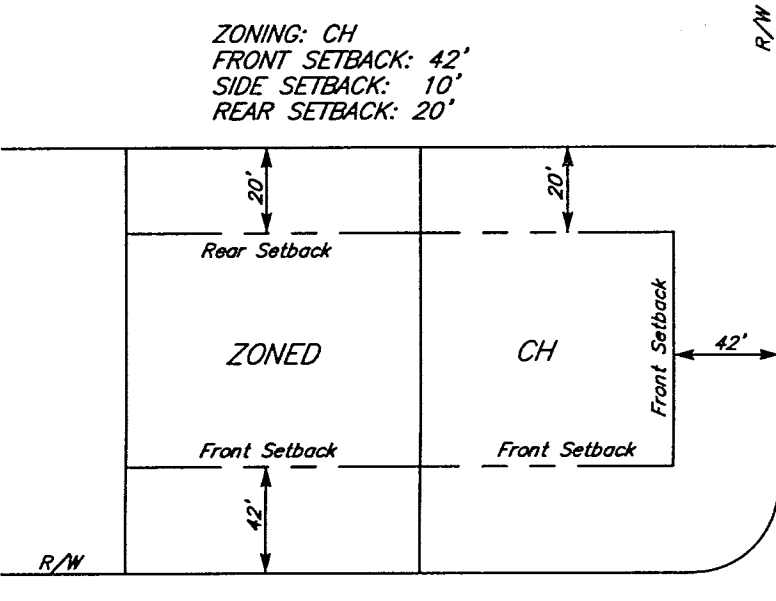
FINAL PLAT
THE HAYNES FAMILY
SUBDIVISION
LOTS 3-6
MURFREESBORO, RUTHERFORD COUNTY, TN

DATE: JULY 2020 SCALE: 1"=30' SHEET: C-1.0



PLAN NOTES

- The purpose of this plat is to create a 4 lot subdivision.
- In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Call system can be notified by calling toll free 1-800-351-1111.
- Underground utilities shown were located using available above ground evidence, and also from information obtained from the respective utility companies. The existence or nonexistence of the utilities shown and any other utilities which may be present on this site or adjacent sites should be confirmed with the utility owner prior to commencing any work.
- It is the responsibility of each builder to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the lot or under the structure, from his structure to the drainage system constructed by the subdivision developer.
- Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.
- Public utility and drainage easements where shown hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainage ways; including, but not limited to, sanitary sewers, forcemains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines. Easements may not have infrastructure constructed within them until some future time and there may be no notice or consultation with the individual lot Owners of this construction.

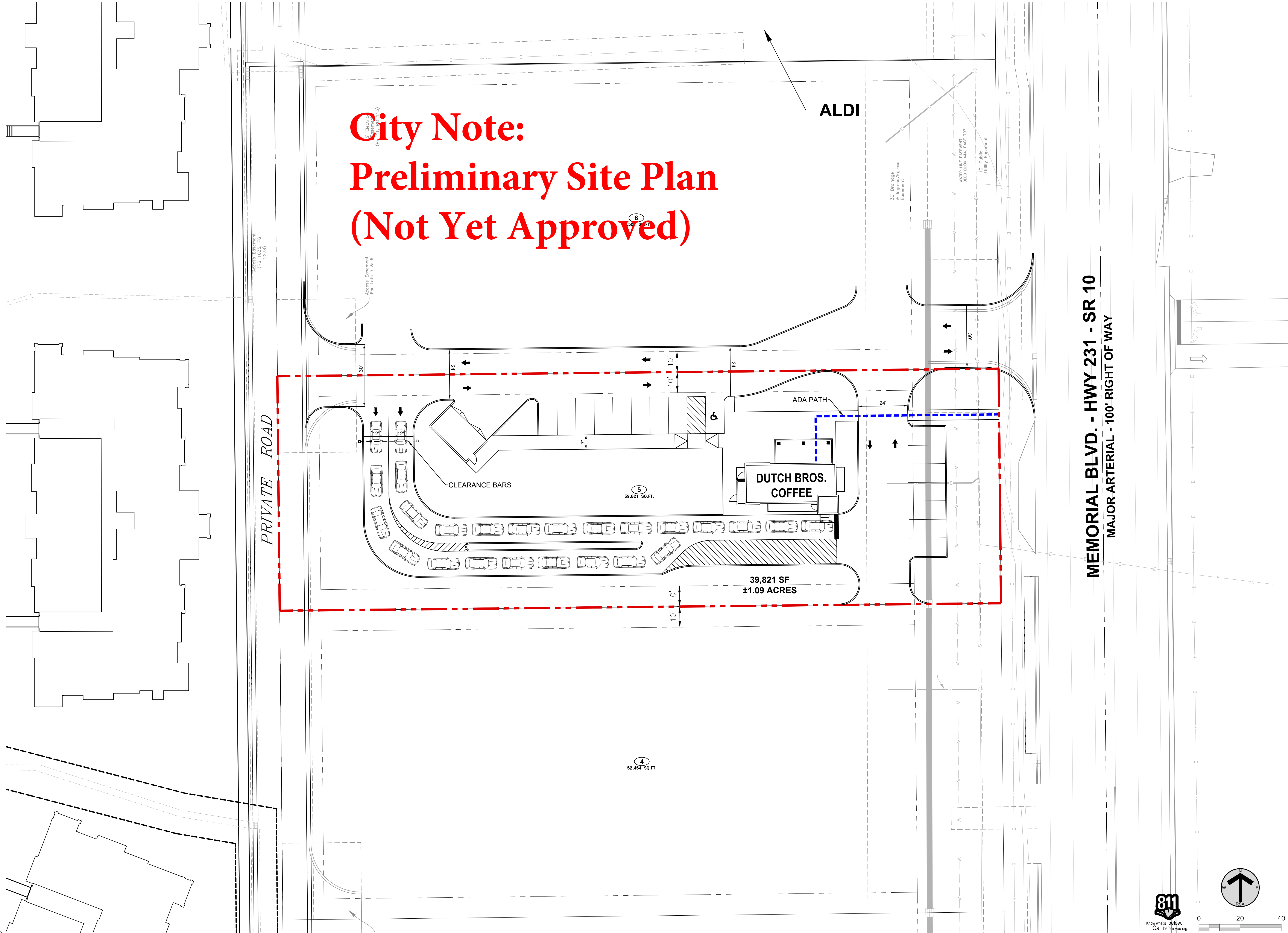


TYPICAL BUILDING SETBACK DETAIL
N.T.S.

	Minimum Lot Requirements		Minimum Yard Requirements (ft.)				Land Use Intensity Ratios				Maximum Lot Coverage (percent)
	Area (Sq.Ft.)	Width (Ft.)	Front (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height (Ft.)	Maximum Gross Density (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	
CH DISTRICT 1, All Uses	none	none (10)	42	10 (10)	20	75	none	none	none	none	none

- The minimum side yard shall apply only if the property abuts or is adjacent to property zoned or used for residential purposes or the residential portion of an approved planned development. Otherwise, no side yard is required.

© 2020 DUTCH BROS. COFFEE, INC. ALL RIGHTS RESERVED. THIS PLAN IS A PRELIMINARY CONCEPTUAL LAYOUT AND IS NOT TO BE USED FOR CONSTRUCTION. PLOTTED BY: MTC/DALE ON: 1/4/2021 1:48 PM. LAST UPDATED BY: MTC/DALE ON: 1/4/2021 1:48 PM.



RAGAN • SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
Chattanooga 423-490-9400
Nashville 615-244-4891
Murfreesboro 615-546-6060
ragansmith.com

NOT FOR
CONSTRUCTION

DUTCH BROS

MEMORIAL BOULEVARD, MURFREESBORO, RUTHERFORD COUNTY, TENNESSEE

JOB NO.	WK. ORDER	DESIGNED:	DRAWN:	SCALE:	DATE:	REV.	DATE:	DESCRIPTION:
20173	2030	B. SLAYDEN	M. SMAL	1"=20'	JANUARY 4, 2020	#		

CONCEPTUAL
LAYOUT PLAN

7



... creating a better quality of life

MEMORANDUM

DATE: April 23, 2021

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: Dutch Brothers Coffee
Haynes Family Subd – Lot 5
Map 69, Parcels 23.01 & 23.00
Sewer Allocation Ordinance
Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning as defined in City Code Chapter 33 Article V. – Sewer Capacity Allocation.

Effects within Basin by Providing Variance to Sewer Allocation

The above property is within sewer flow basin MF 08. There are no capacity concerns within the basin that have been identified. This project will flow into an 8" sewer main along the eastern border of the property which has adequate capacity.

Per the most recent sewer connection model of the system, Basin 08 currently has capacity for 2542 connections. By committing sewer service to this development, staff is determining that basin 08's sewer connection capacity will be reduced by one connection, resulting in 2541 available connections for future developments. Please note that while the Dutch Brothers Coffee is counted as one sewer connection, the assumed calculated single-family unit equivalency, per the Engineers letter, is determined to be 8.25, resulting in a larger sewer discharge than the 500 gallon per day per connection average the model is based upon.

The request is for an allowance of 5.95 single family units (sfu's) above the 2.3 sfu's allowed per the Ordinance. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

300 NW Broad Street * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Sewer Allocation Variance- Memorial Boulevard – Wendy's

Department: Planning

Presented by: Greg McKnight, Director

Requested Council Action:

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

Summary

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

Staff Recommendation

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

Background Information

A Wendy's restaurant is proposed to be located along the west side of Memorial Boulevard south of Kings Ridge Drive. The property is currently zoned Commercial Highway (CH), which per the ordinance only allows 2.5 sfu's/acre. The property is 1.2 acres in size and thus is allowed only 3.0 sfu's. The anticipated usage is 5.5 sfu's; therefore, the development will use more than the ordinance allows by approximately 2.5 sfu's. The sanitary sewer system can handle the increased flows for the proposed development. Staff views the advantages of job creation and sales tax revenue of greater benefit than the requested additional sewer capacity. As a point of clarification, in his letter the applicant has asked for a variance of 5.5 sfu's (as opposed to 2.5), but MWRD has determined that an additional 2.5 is all that is needed for the proposed use.

Council Priorities Served

Improve economic development

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

Concurrence

MWRD concurs with the request based on sewer system capacity.

Fiscal Impact

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

Attachments

1. Request Letter and Exhibits
2. Memo from MWRD

April 12, 2021

Greg McKnight
Planning Director
Murfreesboro Water Resources Department
220 NW Broad Street
Murfreesboro, TN 37130

**Re: The Haynes Family Subdivision Lot 3
Memorial Boulevard
Tax Map 69, Parcels 22.01, 23.00, & 23.01
Sewer Allocation Variance Request**

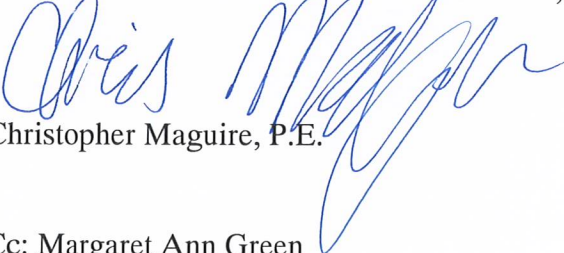
Dear Greg:

The property we are requesting a variance on is The Haynes Family Subdivision Lot 3 on Memorial Boulevard at Tax Map 69, Parcels 22.01 and 23.01 for a Wendy's. This property's Preliminary and Final Plats were approved at Murfreesboro Planning Commission 01-20-21 and is zoned Commercial Highway (CH). This zoning allows for 2.5 single family units (s.f.u.) per acre or 650 gpd/acre. It has been estimated that the proposed Wendy's would require an additional 5.5 s.f.u. per acre.

We appreciate the opportunity to submit this variance request and hope to continue with this development to serve the surrounding areas. Please feel free to reach out with any questions.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.


Christopher Maguire, P.E.

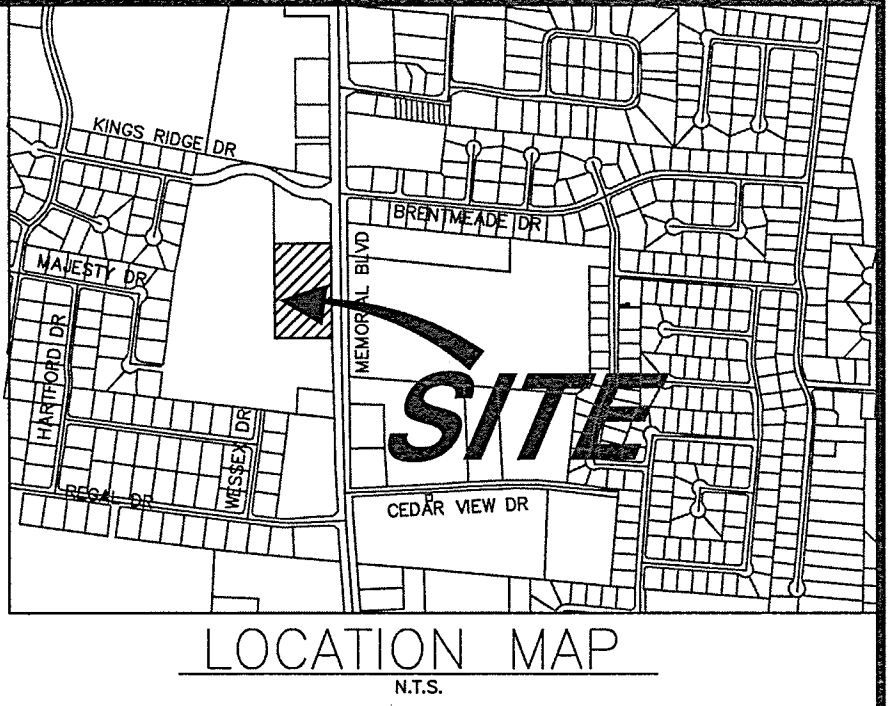
Per recent plans this
lot is 52,444 sf or 1.2
acres. (1.2 * 2.5 = 3.00
sfu's/acre) allotted.

Cc: Margaret Ann Green
Matthew Blomeley
Valerie H. Smith

V:\CADD\2021\Civil\3D Projects\2021\DIVG - CURRENT\Trac West Subdivision Sept 2020.dwg, Final 12/21/2020 7:40:23 AM, ACAD2004

- LEGEND**
- UTILITY POLE
 - EXISTING FIRE HYDRANT
 - PROPOSED FIRE HYDRANT
 - REDUCER
 - WATER VALVE
 - CONCRETE THRUST BLOCK
 - EXISTING WATER LINE
 - PROPOSED WATER LINE
 - EXISTING SANITARY SEWER LINE
 - PROPOSED SANITARY SEWER LINE
 - EXISTING MANHOLE
 - PROPOSED MANHOLE
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - GAS METER
 - EXISTING GAS LINE
 - PROPOSED GAS LINE
 - PROPOSED UNDERGROUND ELECTRIC LINE
 - PROPOSED UNDERGROUND DATA LINE CONDUIT
 - PROPOSED UNDERGROUND PHONE LINE CONDUIT
 - UTILITY POLE ANCHOR
 - EXISTING SPOT ELEVATION
 - PROPOSED SPOT ELEVATION
 - EXISTING STORM LINE
 - PROPOSED STORM LINE
 - FIRE DEPARTMENT CONNECTION
 - BACKFLOW PREVENTER/ CHECK VALVE
 - WATER METER
 - POST INDICATOR VALVE
 - BLOW-OFF VALVE
 - SEWER CLEAN-OUT
 - SURVEY BENCHMARK
 - PARKING LIGHT POLE
 - PEDESTRIAN WAY LIGHT POLE

2
PARC AT MURFREESBORO, LLC
TAX MAP 69, PARCEL 22.00
RECORD BOOK 1764, PAGE 2348
ZONING RM-16



CERTIFICATE OF OWNERSHIP AND DEDICATION
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Record Book 519, Page 1183

Date Haynes Bros Lumber Co.
Record Book 385, Page 1396 Terry Haynes, General Partner

Date Lisa S Haynes
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Date SECRETARY, PLANNING COMMISSION

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Date M.T.E.M.C. Official

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Date MURFREESBORO WATER RESOURCES OFFICIAL

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Date MURFREESBORO WATER RESOURCES OFFICIAL

DATE OF RECORDING: _____
TIME OF RECORDING: _____
PLAT BOOK: _____, PAGE: _____.

OWNER: TERRY G HANES ETAL
CAROLYN N HAYNES
ADDRESS: P.O. BOX 338
MURFREESBORO, TN 37133

TAX MAP 69, PARCEL 23.00
RECORD BOOK 519, PAGE 1183

OWNER: HAYNES BROS LUMBER CO.
ADDRESS: P.O. BOX 338
MURFREESBORO, TN 37133

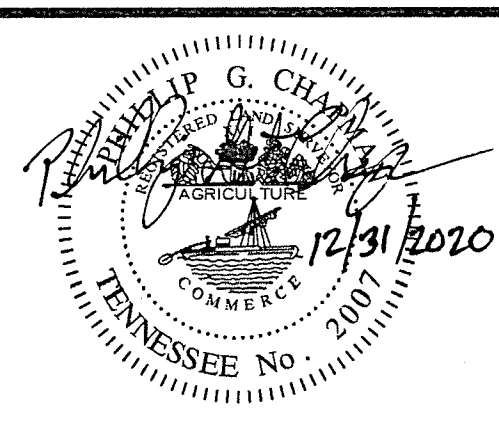
TAX MAP 69, PARCEL 23.01
RECORD BOOK 385, PAGE 1396

OWNER: LISA S HAYNES
ADDRESS: 1707 RIVERVIEW DRIVE
MURFREESBORO, TN 37129

TAX MAP 69, PARCEL 22.01
RECORD BOOK 614, PAGE 636

THESE LOTS ARE NOT LOCATED IN AN AREA DESIGNATED AS "SPECIAL FLOOD HAZARD" ON THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY MAP 47149C, PANEL NO. 0145 H, ZONE: X, DATED: 01/05/07.

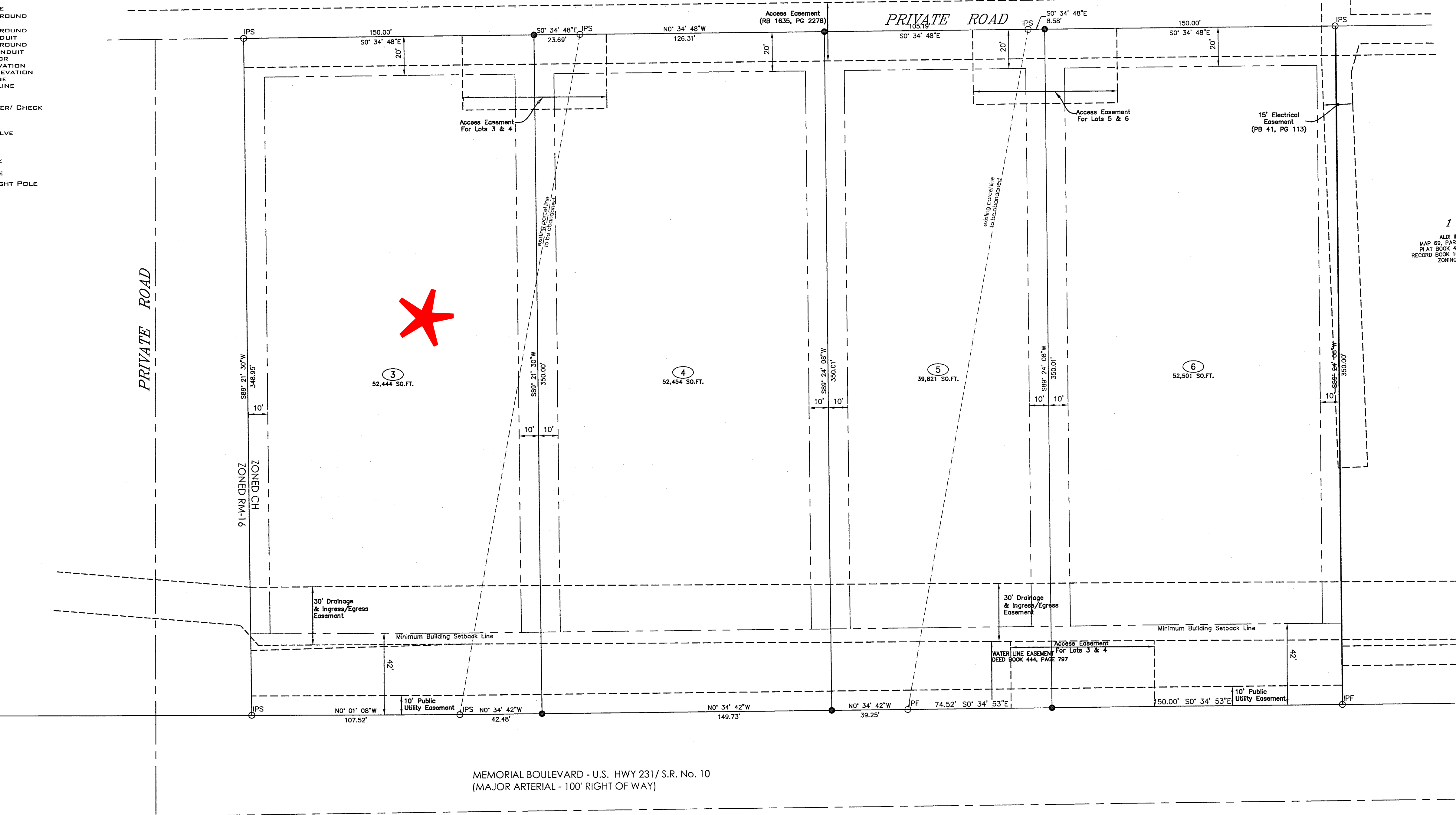
CERTIFICATE OF ACCURACY - I hereby certify that this is a category "1" survey and the ratio of precision of the unadjusted survey is 1:10000 as shown hereon and that this survey was done in compliance with current Tennessee Minimum Standards of Practice for Land Surveyors. I also certify that the monuments have been or will be placed as shown hereon to the specifications of the City Engineer.



SHUDDLESTON-STEEL ENGINEERING INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
SURVEYING : 893 - 4084, FAX: 893 - 0080

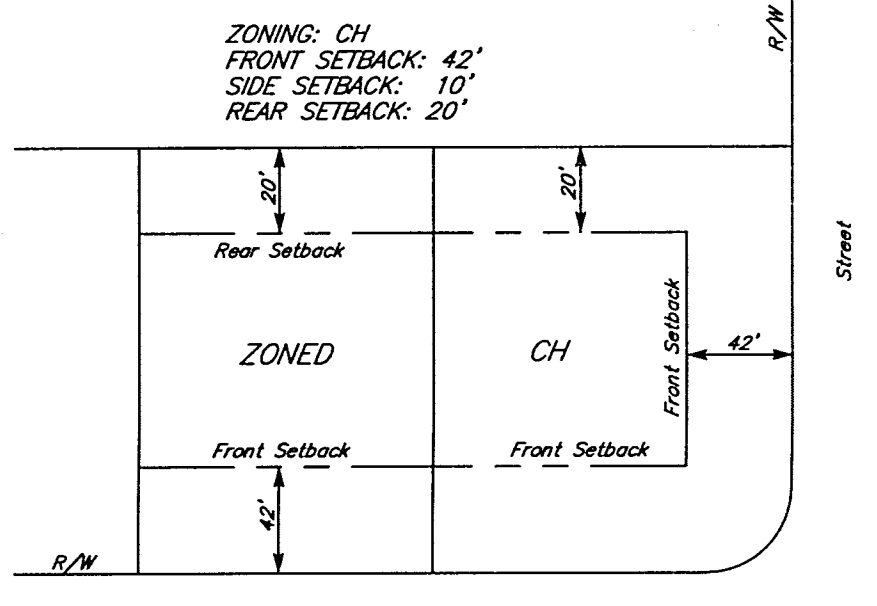
FINAL PLAT
THE HAYNES FAMILY
SUBDIVISION
LOTS 3-6
MURFREESBORO, RUTHERFORD COUNTY, TN

DATE: JULY 2020 SCALE: 1"=30' SHEET: C-1.0



PLAN NOTES

- The purpose of this plat is to create a 4 lot subdivision.
- In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Call system can be notified by calling toll free 1-800-351-1111.
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- Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.
- Public utility and drainage easements where shown hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainage ways; including, but not limited to, sanitary sewers, forcemains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines. Easements may not have infrastructure constructed within them until some future time and there may be no notice or consultation with the individual lot Owners of this construction.



TYPICAL BUILDING SETBACK DETAIL
N.T.S.

	Minimum Lot Requirements		Minimum Yard Requirements (ft.)				Land Use Intensity Ratios				Maximum Lot Coverage (percent)
	Area (Sq.Ft.)	Width (Ft.)	Front (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height (Ft.)	Maximum Gross Density (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	
CH DISTRICT 1, All Uses	none	none (42')	42'	10'	20'	75'	none	none	none	none	none

- The minimum side yard shall apply only if the property abuts or is adjacent to property zoned or used for residential purposes or the residential portion of an approved planned development. Otherwise, no side yard is required.



... creating a better quality of life

MEMORANDUM

DATE: April 23, 2021

TO: Matthew Blomeley

FROM: Valerie H. Smith

SUBJECT: Wendy's
Haynes Family Subd – Lot 3
Map 69, Parcels 22.01 & 23.01
Sewer Allocation Ordinance
Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning as defined in City Code Chapter 33 Article V. – Sewer Capacity Allocation.

Effects within Basin by Providing Variance to Sewer Allocation

The above property is within sewer flow basin MF 08. There are no capacity concerns within the basin that have been identified. This project will flow into an 8" sewer main along the eastern border of the property which has adequate capacity.

Per the most recent sewer connection model of the system, Basin 08 currently has capacity for 2543 connections. By committing sewer service to this development, staff is determining that basin 08's sewer connection capacity will be reduced by one connection, resulting in 2542 available connections for future developments. Please note that while the Wendy's is counted as one sewer connection, the calculated single-family unit equivalency, per recent average water usage data, is determined to be 5.5, resulting in a larger sewer discharge than the 500 gallon per day per connection average the model is based upon.

The request is for an allowance of 5.5 single family units (sfu's) above the 3.0 sfu's allowed per the Ordinance, however, it appears that a variance for 2.5 sfu's is all that is necessary. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

300 NW Broad Street * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Solid Waste Volvo Loader Equipment purchase

Department: Solid Waste

Presented by: Russell Gossett, Director of Solid Waste

Requested Council Action:

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

Summary

Approval to purchase Volvo L120H loader for Solid Waste Dept.

Staff Recommendation

Approval to purchase Volvo L120H loader through Scott Equipment under State contract. This purchase is funded in CIP FY21.

Background Information

The loader at Solid Waste helps keep the brush and mulch pushed up at the mulching facility. The loader is used daily for this purpose and to load the public with free mulch. The current loader was purchased in 2013 and is in need of replacement.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Well-functioning equipment assures the Department is consistently able to respond to the community's needs, provides operational efficiencies, and improves employee safety.

Fiscal Impact

Funding for this purchase is approved in CIP FY21. Total for this purchase is \$303,103.

Attachments

1. Scott Equipment Quote
2. Contract



April 26, 2021

City of Murfreesboro
P.O. Box 1139
Murfreesboro, TN 37133

Mr. Joey Smith

We are pleased to offer the following Volvo L120H Wheel Loader for your consideration: The following Quote numbers may change prior to your order placement if order placed after June 2021. Scott Equipment Company, LLC. Will be happy to go back and revise this quote with any additional discounts that may apply at that time and get the City of Murfreesboro a more accurate sale price.

1 – One New 2021 Volvo L120H Wheel Loader

- Operating weight 43,500 lbs
- D8J Tier 4f Engine with 190hp
- Boom suspension
- Long Boom
- Turbo II air cleaner
- Steering Knob
- ISRI Air suspension seat
- LED Front work lights / Rear work lights
- Rotating Beacon
- Cover Plates- Front/Rear Axle
- Front and Rear Belly Guards
- Radio w/CD player
- Fire Suppression Package, Delayed Engine Shutdown, Engine Auto Shutdown
- 118"4.6yd. Bucket with BOE, Volvo Forks
- Nyalic for Corrosion protection
- **See attached for complete specs**

Warranty: 5yr/6000hr Premier Warranty

Price: State Base List Price \$ 472,284.00
Less 41% State Discount \$ 193,636.00

Total State Sale Price..... \$ 303,103.00 includes, Freight, PDI, Warranty
and Nyalic

Finance: Volvo Finance Available



We appreciate the opportunity to quote your equipment needs and look forward to serving you again in the near future.

Respectfully ,

Pat Storey
Sales Representative

Cc: J. Kelly Cates
Branch Vice-President

LIST PRICE

VOLVO
Construction Equipment

Pricing Valid From: 04/01/2021

Dealer: Price List Dealer

Model: Volvo L120H, Wheel Loader

Description	Article	Price(USD)	Check	Order Price
Volvo L120H, Wheel Loader	L120H	350,159.00	<input checked="" type="checkbox"/>	\$350,159
23.5R25* Bridgestone VJT L3	WL20036	23,913.00	<input checked="" type="checkbox"/>	\$23,913
4 - Rims (3pc) for 23.5-25 Tires	WL21012	7,453.00	<input checked="" type="checkbox"/>	\$7,453
Full coverage fenders rear for standard tires	WL22004	896.00	<input checked="" type="checkbox"/>	\$896
Full coverage fenders, steel front for standard tires	WL22014	896.00	<input checked="" type="checkbox"/>	\$896
Mudflaps for full fenders for standard tires	WL23003	729.00	<input checked="" type="checkbox"/>	\$729
Engine D8J T4F Lockup US	WL32035	0.00	<input checked="" type="checkbox"/>	\$0
Fuel fill strainer	WL30007	0.00	<input checked="" type="checkbox"/>	\$0
Delayed Engine Shutdown	WL30024	184.00	<input checked="" type="checkbox"/>	\$184
Reversible cooling fan	WL37001	0.00	<input checked="" type="checkbox"/>	\$0
Optishift w lockup, RBB	WL39004	0.00	<input checked="" type="checkbox"/>	\$0
Rimpull	WL39501	0.00	<input checked="" type="checkbox"/>	\$0
Volvo Airsusp, Heated, 2pt, 3" belt	WL41010	3,115.00	<input checked="" type="checkbox"/>	\$3,115
Air conditioning with ACC (automatic climate control)	WL42001	6,742.00	<input checked="" type="checkbox"/>	\$6,742
Steering knob	WL45001	153.00	<input checked="" type="checkbox"/>	\$153
Sliding window in door	WL45003	0.00	<input checked="" type="checkbox"/>	\$0
ACC Fahrenheit decal only	WL45004	0.00	<input checked="" type="checkbox"/>	\$0
Universal key	WL45005	0.00	<input checked="" type="checkbox"/>	\$0
Secondary steering, electric	WL45019	0.00	<input checked="" type="checkbox"/>	\$0
Lunch box holder	WL45023	127.00	<input checked="" type="checkbox"/>	\$127
Anchorage manual	WL45027	0.00	<input checked="" type="checkbox"/>	\$0
Co-pilot incl Camera	WL45057	0.00	<input checked="" type="checkbox"/>	\$0
Operator Coaching Basic	WL88201	0.00	<input checked="" type="checkbox"/>	\$0
LOTO, Lock out tag out	WL53009	0.00	<input checked="" type="checkbox"/>	\$0
Back up alarm	WL54001	0.00	<input checked="" type="checkbox"/>	\$0
Max Boom Height	WL65013	0.00	<input checked="" type="checkbox"/>	\$0
Oil sampling ports	WL71002	294.00	<input checked="" type="checkbox"/>	\$294
Footsteps front frame	WL71005	410.00	<input checked="" type="checkbox"/>	\$410
Boom Suspension System (" Ride Control" . Includes single acting lift system.)	WL80001	6,919.00	<input checked="" type="checkbox"/>	\$6,919
Decals, English/Spanish	WL83004	0.00	<input checked="" type="checkbox"/>	\$0
Cover plates, rear frame	WL86013	0.00	<input checked="" type="checkbox"/>	\$0
Guardrail rear fender right	WL86031	0.00	<input checked="" type="checkbox"/>	\$0
Guardrail rear fender left	WL86032	0.00	<input checked="" type="checkbox"/>	\$0
Frame, life time warranty	WL86041	580.00	<input checked="" type="checkbox"/>	\$580
Year of manufact.plate	WL87004	0.00	<input checked="" type="checkbox"/>	\$0
CareTrack Connectivity 4 yr Subscription	WL88010	0.00	<input checked="" type="checkbox"/>	\$0
CareTrack, GSM/Satellite	WL88018	0.00	<input checked="" type="checkbox"/>	\$0
De-activate SAT	WL88020	0.00	<input checked="" type="checkbox"/>	\$0
TOTAL PRICE STANDARD SPECIFICATION				\$402,570

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Wheel Loaders

L120H

OPTIONS

BASIC

BOOM				
Long boom	WL11002	6,645.00	<input checked="" type="checkbox"/>	\$6,645
OPTION PACKAGES				
Agriculture package	WL10516	25,698.00	<input type="checkbox"/>	-
Log Loader package	WL10519	47,406.00	<input type="checkbox"/>	-
Rehandler package	WL10520	22,633.00	<input type="checkbox"/>	-
Sand Handler package	WL10521	30,114.00	<input type="checkbox"/>	-
Waste Handler package	WL10523	56,379.00	<input type="checkbox"/>	-
Scrap Handler package	WL10524	56,379.00	<input type="checkbox"/>	-
TIRE				
TIRES				
23.5R25* Bridgestone VSDL L5 (can't be combined with WL82004 rehandling cwt)	WL20039	31,856.00	<input type="checkbox"/>	-
23.5R25* Michelin XHA2 L3	WL20082	26,001.00	<input type="checkbox"/>	-
C3_750/65R25* Bridgestone VTS L3	WL20092	32,690.00	<input type="checkbox"/>	-
C3_23.5X25 Solid tire SMOOTH	WL20107	45,284.00	<input type="checkbox"/>	-
C3_23.5X25 Solid tire TRAC	WL20110	41,867.00	<input type="checkbox"/>	-
23.5R25* Titan MXL L3	WL20117	18,628.00	<input type="checkbox"/>	-
750/65R26 Michelin CXBIB AGRI, available from Arvika only	WL20120	28,423.00	<input type="checkbox"/>	-
C3_23.5R25 Michelin SNOPLUS	WL20125	27,252.00	<input type="checkbox"/>	-
RIMS				
4 - Rims (3pc) w/wood protection for 23.5-25 tires (for STD fenders only)	WL21014	10,111.00	<input type="checkbox"/>	-
4 - rims (3pc) for 65-profile tires	WL21015	7,452.00	<input type="checkbox"/>	-
MUDGUARDS				
Delete front fenders and rear fender wideners	WL22001	-275.00	<input type="checkbox"/>	-
C3_Front & rear STD fenders w/ wideners for wide tires	WL22002	249.00	<input type="checkbox"/>	-
C3_Full coverage fenders, front/rear for wide tires	WL22003	896.00	<input type="checkbox"/>	-
MUDFLAPS				
C3_Mudflaps for full fenders for wide tires	WL23001	729.00	<input type="checkbox"/>	-
ENG				
ENGINE EQUIPMENT				
Max. fan speed, hot climate	WL30002	162.00	<input type="checkbox"/>	-
Fuel heater	WL30008	1,201.00	<input type="checkbox"/>	-
Hand throttle control	WL30009	731.00	<input type="checkbox"/>	-
C3_Cooling package, radiator, charge air cooler, hydraulic oil cooler corrosion protection	WL30010	2,987.00	<input type="checkbox"/>	-
Engine auto shutdown	WL30011	692.00	<input checked="" type="checkbox"/>	\$692
C3_Fuel tank steel	WL30021	3,084.00	<input type="checkbox"/>	-
AIR PRECLEANER				
Air precleaner, Turbo II	WL31001	1,328.00	<input checked="" type="checkbox"/>	\$1,328
Air precleaner, Sy-klone	WL31002	2,160.00	<input type="checkbox"/>	-
ENGINE BLOCK HEATER				
Engine block heater, 120 V	WL33002	900.00	<input type="checkbox"/>	-
BRAKE AND AXLE				
C3_Stainless steel, brake lines	WL34001	1,940.00	<input type="checkbox"/>	-

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DIFF LOCK				
Limited slip rear axle	WL35001	5,521.00	<input type="checkbox"/>	-
REV FAN				
Axle cooling including reversible fan	WL37002	7,341.00	<input type="checkbox"/>	-
SPEED LIMITER				
Speed limiter (12 mph)	WL38001	692.00	<input type="checkbox"/>	-
Speed limiter (19 mph)	WL38002	692.00	<input type="checkbox"/>	-
TRANSMISSION				
Optishift w lockup, RBB Arctic	WL39006	1,937.00	<input type="checkbox"/>	-
TRANSMISSION OPTION				
AGRI Powershift 1-4 (Must select WL10516)	WL39500	612.00	<input type="checkbox"/>	-
CAB				
SEAT				
Volvo,Airsusp,Heavy Duty	WL41007	3,115.00	<input type="checkbox"/>	-
Volvo Airsusp, Heated, 3pt, 3" belt	WL41012	3,439.00	<input type="checkbox"/>	-
Premium Comfort ISRI	WL41017	4,399.00	<input type="checkbox"/>	-
Prem Comf ISRI, 3pt seat belt	WL41018	4,852.00	<input type="checkbox"/>	-
AC				
Air conditioning w/ corrosion prot. condenser & ACC (auto climate control)	WL42002	8,443.00	<input type="checkbox"/>	-
RADIO / CD				
Radio BlueTooth/USB/AUX no CD	WL43004	981.00	<input checked="" type="checkbox"/>	\$981
RADIO KIT				
RH Radio mounting kit including 20 amp converter, speakers & 12v outlet	WL44001	1,033.00	<input checked="" type="checkbox"/>	\$1,033
LH Radio mounting kit including 20 amp converter, speakers & 12v outlet	WL44002	1,033.00	<input type="checkbox"/>	-
Radio equipment				
C3_Subwoofer	WL44100	799.00	<input type="checkbox"/>	-
CAB EQUIPMENT				
Cab ladder, rubber suspended	WL45006	541.00	<input type="checkbox"/>	-
Sun blinds rear window (front blinds now standard)	WL45007	379.00	<input type="checkbox"/>	-
Sun blinds, side windows	WL45008	592.00	<input type="checkbox"/>	-
C3_Carbon filter for foul smelling environments	WL45010	483.00	<input type="checkbox"/>	-
Timer cab heating	WL45011	483.00	<input type="checkbox"/>	-
Respa cab air filtration system - for very dusty environments	WL45012	7,006.00	<input type="checkbox"/>	-
C3_Left hand armrest for Volvo seats. Incompatible w/CDC (comfort drive control) for HD seat	WL45018	207.00	<input type="checkbox"/>	-
Parking brake not applied alarm, seat activated, air seat	WL45021	427.00	<input type="checkbox"/>	-
C3_Asbestos dust protection filter (HEPA) Compliant with OSHA silica rule	WL45022	398.00	<input type="checkbox"/>	-
C3_Comfort Drive Contr, CDC, el-hydr (Joystick Steering)	WL45024	9,762.00	<input type="checkbox"/>	-
Forward view mirror for visibility over large buckets	WL45028	0.00	<input type="checkbox"/>	-
C3_Unive Key US, Remote door open	WL45032	599.00	<input type="checkbox"/>	-
Left hand armrest for Volvo Airsusp. seats. Incompatible w/CDC (comfort drive control)	WL45040	205.00	<input type="checkbox"/>	-
Armrest for ISRI premium seat	WL45046	248.00	<input type="checkbox"/>	-

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Wheel Loaders

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CoPilot with rear view camera + OBW Hardware (must select WL88205)	WL45052	5,453.00	<input type="checkbox"/>	-
Radar Detect in Co-pilot	WL45058	3,120.00	<input type="checkbox"/>	-
Forward Camera	WL45059	2,331.00	<input type="checkbox"/>	-
Volvo Co-Pilot Applications				
Tire Pressure Monitoring System, cannot be combined with WL97001	WL88203	2,754.00	<input type="checkbox"/>	-
Load Assist MAP (Maps Only)	WL88204	2,601.00	<input type="checkbox"/>	-
OnBoard Weighing Software (must select WL45051 or WL45052)	WL88205	3,689.00	<input type="checkbox"/>	-
OBW Task Mode	WL88206	510.00	<input type="checkbox"/>	-
LEVER				
Single lever hydraulic control, 2 function	WL47001	1,205.00	<input type="checkbox"/>	-
Single lever control for 3rd hyd. function (hydraulics & detent function are included)	WL47002	8,045.00	<input type="checkbox"/>	-
Single lever control for 3rd hyd. function Long Boom (hydraulics & detent function are included)	WL47005	8,557.00	<input type="checkbox"/>	-
Single lever Ctrl,4 Functions (hydraulic and 3rd funct detent function included)	WL47006	11,410.00	<input type="checkbox"/>	-
C3_Single lever Ctrl,4 Funct LB (hydraulic and 3rd funct detent function included)	WL47007	11,981.00	<input type="checkbox"/>	-
Single lever Ctrl,2 Funct LB	WL47008	1,670.00	<input type="checkbox"/>	-
NOISE REDUCTION				
C3_Noise reduction kit	WL46002	942.00	<input type="checkbox"/>	-
REARVIEW MIRROR				
Rearview mirrors,el.adj& heat.	WL45201	433.00	<input type="checkbox"/>	-
Rearview mirrors, long arm RH	WL45202	316.00	<input type="checkbox"/>	-
Rearview mirrors, electric/heat long arm RH	WL45203	677.00	<input type="checkbox"/>	-
C3_Rear view mirror	WL45204	0.00	<input type="checkbox"/>	-
EL				
LIGHTS				
C3_Attachment lights	WL50005	758.00	<input type="checkbox"/>	-
License plate holder, lighting	WL50006	300.00	<input type="checkbox"/>	-
Automatic activation of rear work lights when reversing	WL50011	469.00	<input type="checkbox"/>	-
Reversing warning light, automatic	WL50012	1,248.00	<input type="checkbox"/>	-
C3_Working lights, Attachment LED	WL50018	1,141.00	<input type="checkbox"/>	-
Headlights LED	WL50020	1,426.00	<input type="checkbox"/>	-
LED Economy Package	WL50022	2,899.00	<input type="checkbox"/>	-
LED Feature Package	WL50023	3,841.00	<input checked="" type="checkbox"/>	\$3,841
LED Power Package	WL50024	6,006.00	<input type="checkbox"/>	-
Seat belt indicator, external	WL50026	433.00	<input type="checkbox"/>	-
Halogen Economy Package	WL50027	165.00	<input type="checkbox"/>	-
Halogen Feature package	WL50028	325.00	<input type="checkbox"/>	-
Halogen Power Package	WL50029	775.00	<input type="checkbox"/>	-
ROTATING BEACON				
Warning Beacon, LED	WL51003	840.00	<input checked="" type="checkbox"/>	\$840
Warning Beacon LED, Automatic (Waste application)	WL51004	840.00	<input type="checkbox"/>	-
BATTERY				
Jump start connector NATO, type	WL53008	171.00	<input type="checkbox"/>	-
REV ALARM				
Reverse alarm, White noise	WL54002	280.00	<input type="checkbox"/>	-

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Wheel Loaders

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HYD

HYD FLUID

C3_Hydr Fluid MNRL Cold Climate	WL60007	1,672.00	<input type="checkbox"/>	-
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HYD FUNCTION

3rd hydraulic function, std. boom (hydraulics & detent function are included)	WL61016	6,229.00	<input type="checkbox"/>	-
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3rd & 4th hydraulic function, std. boom (hydraulic and 3rd funct detent function included)	WL61017	10,626.00	<input type="checkbox"/>	-
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3rd hydraulic function, long boom (hydraulics & detent function are included)	WL61019	6,741.00	<input type="checkbox"/>	-
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3rd & 4th hydraulic function, long boom (hydraulic and 3rd funct detent function included)	WL61020	10,626.00	<input type="checkbox"/>	-
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SEP ATT LOCKING

Separate attachment locking, std. boom	WL64001	3,074.00	<input type="checkbox"/>	-
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Separate attachment locking, long boom	WL64002	3,515.00	<input type="checkbox"/>	-
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SERV

LUBE SYST ATTACHMENT BRACKET

Auto lube for attachment bracket, std. or long boom	WL70001	1,249.00	<input type="checkbox"/>	-
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LUBE SYSTEM

Auto lube for standard boom	WL70003	12,551.00	<input type="checkbox"/>	-
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Auto Lube for long boom (Long boom must be ordered separately)	WL70005	13,122.00	<input type="checkbox"/>	-
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SERVICE

C3_Wheel nut wrench kit	WL71003	161.00	<input type="checkbox"/>	-
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C3_Tool kit	WL71007	224.00	<input type="checkbox"/>	-
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C3_Fixed rear step	WL71014	410.00	<input type="checkbox"/>	-
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OTHER

COUNTER WEIGHT

Counterweight, logging (can't be ordered from Arvika w/ solid tires or wooden protect rims)	WL81001	3,635.00	<input type="checkbox"/>	-
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Counterweight, rehandling (can't be ordered from Arvika w/ solid tires or wooden protect rims)	WL82004	3,635.00	<input type="checkbox"/>	-
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Tow Hitch	WL82005	448.00	<input type="checkbox"/>	-
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DECALS

C3_Decals, USA	WL83005	0.00	<input type="checkbox"/>	-
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C3_Machine contour reflective stickers	WL83007	260.00	<input type="checkbox"/>	-
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DECALS PLATES

Slow moving vehicle sign	WL84001	300.00	<input type="checkbox"/>	-
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LIGHT GUARDS

Head light guards	WL85001	483.00	<input checked="" type="checkbox"/>	\$483
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HD tail light guards	WL85003	996.00	<input checked="" type="checkbox"/>	\$996
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PROTECTION

Cover plates under cab	WL86005	1,487.00	<input type="checkbox"/>	-
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Grease zerk guards (Can't be ordered with Auto Lube)	WL86007	1,331.00	<input type="checkbox"/>	-
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Front belly guard	WL86009	3,897.00	<input checked="" type="checkbox"/>	\$3,897
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Rear belly guard	WL86010	4,467.00	<input checked="" type="checkbox"/>	\$4,467
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HD main valve cover and diff lock guard	WL86011	1,218.00	<input type="checkbox"/>	-
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Corr protection attach bracket	WL86012	279.00	<input type="checkbox"/>	-
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Corrosion protection machine	WL86014	16,350.00	<input type="checkbox"/>	-
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Wheel Loaders

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Center hinge & rear frame guard	WL86015	2,654.00	<input type="checkbox"/>	-
Wheel/axle seal guards (for use with Volvo rims only)	WL86017	1,394.00	<input type="checkbox"/>	-
Boom cylinder hose & tube guards	WL86018	2,577.00	<input type="checkbox"/>	-
Anti Theft system	WL86020	362.00	<input type="checkbox"/>	-
Windshield guard	WL86021	5,203.00	<input type="checkbox"/>	-
C3_Window guards, side & rear windows	WL86022	7,365.00	<input type="checkbox"/>	-
Radiator grill guard	WL86023	4,496.00	<input type="checkbox"/>	-
Shortened headlight brackets	WL86025	66.00	<input type="checkbox"/>	-
C3_Cab roof, heavy duty	WL86028	1,882.00	<input type="checkbox"/>	-
Fire suppression system (requires WL30011)	WL86029	11,751.00	<input checked="" type="checkbox"/>	\$11,751
Bracket for Fire extinguisher	WL86034	246.00	<input type="checkbox"/>	-
Emergency stop, shutdown	WL86035	168.00	<input type="checkbox"/>	-
Cover Plate Front/Rear axle	WL86036	1,139.00	<input checked="" type="checkbox"/>	\$1,139
C3_Emergency Stop, Exterior	WL86042	168.00	<input type="checkbox"/>	-
Handrail on counterweight	WL86044	536.00	<input type="checkbox"/>	-
No Anti-Rust Agent	WL86045	0.00	<input type="checkbox"/>	-
OTHER				
C3_Electrical distribut unit 24V	WL88012	73.00	<input type="checkbox"/>	-
Can-Bus interface, Basic	WL88021	372.00	<input type="checkbox"/>	-
C3_Can-Bus interface, Advance	WL88022	413.00	<input type="checkbox"/>	-
ARCTIC KIT				
C3_Arctic kit; separate attachment locking hoses	WL89003	4,209.00	<input type="checkbox"/>	-
Servo system arctic	WL89010	0.00	<input type="checkbox"/>	-
ATT				
ATTACHMENT BRACKET				
Attachment bracket (Must select Hook-on attachments)	WLA85346	5,653.00	<input checked="" type="checkbox"/>	\$5,653
BUCKETS				
118" 9.2 yd hook-on hi-tip bucket (bolt-on edge included)	WLA82041	33,395.00	<input type="checkbox"/>	-
134" 12.4 yd hook-on hi-tip bucket (bolt-on edge included)	WLA82045	37,444.00	<input type="checkbox"/>	-
118" 7.8 yd pin-on refuse bucket	WLA83216	26,321.00	<input type="checkbox"/>	-
118" 4.3 yd hook-on HD GP bucket	WLA86307	15,547.00	<input type="checkbox"/>	-
118" 4.6 yd hook-on HD GP bucket	WLA86308	16,867.00	<input checked="" type="checkbox"/>	\$16,867
113" 4.3 yd hook-on HD GP bucket	WLA86440	14,922.00	<input type="checkbox"/>	-
118" 3.9 yd hook-on HD GP bucket	WLA86460	14,669.00	<input type="checkbox"/>	-
118" 4.2 yd hook-on rehandling bucket	WLA86731	15,702.00	<input type="checkbox"/>	-
118" 4.6 yd hook-on rehandling bucket	WLA86735	17,036.00	<input type="checkbox"/>	-
118" 4.2 yd pin-on rehandling bucket	WLA86736	16,749.00	<input type="checkbox"/>	-
118" 5.0 yd hook-on rehandling bucket	WLA86738	17,213.00	<input type="checkbox"/>	-
118" 7.2 yd pin-on hi-tip bucket - side cylinders (bolt-on edge included)	WLA87750	41,887.00	<input type="checkbox"/>	-
118" 5.0 yd hook on spade nose rehandling bucket	WLA88069	18,518.00	<input type="checkbox"/>	-
BOLT ON EDGES				
118" 3-piece bolt-on edge kit, straight-edge bucket	WLA80577	2,155.00	<input checked="" type="checkbox"/>	\$2,155
118" steel bolt-on edge for tamping buckets	WLA82568	1,877.00	<input type="checkbox"/>	-
113" 3-piece bolt-on edge kit, straight-edge bucket	WLA93418	2,068.00	<input type="checkbox"/>	-

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Wheel Loaders

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Bolt on edge kit SPN 3030mm CS	WLA54159980	2,973.00	<input type="checkbox"/>	-
FORK FRAMES				
59" Fork frame - standard	WLA83770	3,627.00	<input type="checkbox"/>	-
87" Fork frame - standard	WLA83771	5,143.00	<input checked="" type="checkbox"/>	\$5,143
Pallet fork attachments				
57" offset fork tine - right, 6" X 2.4"	WLA80106	1,564.00	<input type="checkbox"/>	-
57" offset fork tine - left, 6" X 2.4"	WLA80107	1,564.00	<input type="checkbox"/>	-
57" straight fork tine, 6" X 2.4"	WLA80108	1,564.00	<input type="checkbox"/>	-
72" straight fork tine, 6" X 2.4"	WLA83013	1,803.00	<input checked="" type="checkbox"/>	\$1,803
C3_96" straight fork tine, 6" X 2.5"	WLA87641	2,724.00	<input type="checkbox"/>	-

Total Order Price:	\$472,284
State Base Price less 41% Discount:	\$278,648
Multiple Machine Discount:	0.0%
Prompt Pay Discount:	0.0%
TN State Bid Cost:	\$278,648
Freight:	\$1,000
PDI:	\$1,800
5yr/6000hr PremierWarranty:	\$17,155
Nyalic:	\$4,500
Other:	\$0
Total State Contract Cost:	\$303,103
	0.0%
Total State Cost:	\$303,103

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**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
SCOTT EQUIPMENT COMPANY LLC.
FOR PURCHASE OF WHEEL LOADER**

This Contract is entered into and effective as of the _____ day of _____, 2021, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **SCOTT EQUIPMENT COMPANY LLC**, a limited liability company of the State of Louisiana, 1000 Martin Luther King Jr. Drive, Monroe, LA 71203-5543 ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *State of Tennessee Contract 48471 with Scott Construction Equipment Co LLC*
- *Price Sheet Attachment to State of Tennessee Contract 48471 with Scott Construction Equipment Co LLC*
- *Sales Quotation Sheet from Scott Construction Equipment Co LLC, dated April 26, 2021, for One New 2021 Volvo L120H Wheel Loader*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's State of Tennessee Contract 48471 with Scott Construction Equipment Co LLC*
- *Fourth, Price Sheet Attachment to State of Tennessee Contract 48471 with Scott Construction Equipment Co LLC*
- *Lastly, Sales Quotation Sheet from Scott Construction Equipment Co LLC, dated April 26, 2021, for One New 2021 Volvo L120H Wheel Loader.*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase one (1) New 2021 Volvo L120H Wheel Loader as set forth in the State of Tennessee Contract 48471 with Scott Construction Equipment Co LLC, and Contractor's Sales Quotation Sheet. Furthermore, the City may utilize this Contract to procure additional vehicles from Contractor per the State of Tennessee Contract 48471 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this contract shall be from _____, 2021 to November 23, 2021. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the

condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

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

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Sales Quotation from Scott Construction Equipment Co LLC, dated April 26, 2021, for the vehicle set forth therein which reflects a total purchase price of \$303,103.00. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Delivery of the equipment for the Solid Waste Department shall be made within 120 days of issuance of Purchase Order to Attn: Russell Gossett – Solid Waste Department – 4765 Florence Road, Murfreesboro, TN 37129. Contact Person Russell Gossett (tel. 615-893-3681; email: rgossett@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications and Quote from Scott Construction Equipment Co LLC, dated April 26, 2021.
5. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents,

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

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

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

Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

Notices to Contractor shall be sent to:

Contractor: Scott Construction Equipment Co LLC
Attention: J. Kelley Cates, Branch Vice-President
Address: 1231 Bridgestone Parkway
LaVergne, TN 37086

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability,

age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

**SCOTT CONSTRUCTION EQUIPMENT CO
LLC**

By: _____

Its: _____

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: CIP Equipment Purchase – Side Loader Trucks

Department: Solid Waste

Presented by: Russell Gossett, Director of Solid Waste

Requested Council Action:

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

Summary

Purchase of three trucks for Solid Waste Department.

Staff Recommendation

Approval to purchase three New Way Sidewinder automated side loader trucks on Peterbilt 520 with Paccar PX9 chassis.

Background Information

The proposed purchases are needed for the Solid Waste Department's operations. This equipment is budgeted in the CIP funds for FY21. State statute and Council Resolution authorizes cooperative purchases. All equipment items to be purchased will be through a Sourcewell Cooperative Purchasing Program contract which provides the most competitive prices for the items the department needs.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Well-functioning equipment assures the Department is consistently able to respond to the community's needs, provides operational efficiencies, and improves employee safety.

Fiscal Impact

Funding for these purchases, \$900,744, is provided in the FY21 CIP Budget.

Attachments

Municipal Equipment final contract.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
MUNICIPAL EQUIPMENT, INC.
FOR PURCHASE OF
NEW WAY 31 CUBIC YARD ASL SIDEWINDER**

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 **Municipal Equipment Inc.**, a corporation of the Commonwealth of Kentucky ("Contractor"). This contract consists of the following documents:

- *Sourcewell Purchasing Cooperative Agreement No. 091219-NWY, awarded to Scranton Manufacturing Company/New Way Trucks, all relevant documents located at: <https://www.sourcewell-mn.gov/cooperative-purchasing/091219-nwy#tab-contract-documents>*
- *Contractor's Proposal No. 38211JHREV, dated March 8, 2021, and incorporated into this Contract by reference*
- *This Contract*

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 given first priority)*
- *This Contract*
- *Sourcewell Master Agreement No. 091219-NWY*
- *Contractor's Proposal No. 38211JHREV, dated March 8, 2021*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase the equipment set forth on Contractor's Proposal No. 38211JHREV dated March 8, 2021, from Municipal Equipment Inc., an authorized dealer for New Ways Trucks, using Sourcewell Purchasing Cooperative Master Agreement No. 091219-NWY.
2. **Term.** The term of this Contract shall be from _____, 2021 (the "Effective Date") to the expiration of the Sourcewell Master Agreement No. 091219-NWY on November 15, 2023, or as amended by Sourcewell.
3. **Termination.** Contractor's performance may be terminated in whole or in part:
 - 3.1 Upon 30-day prior notice, for the convenience of the City.
 - 3.2 For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - 3.3 For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - 3.4 Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - 3.5 Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

4. **Payment and Delivery.**

- a. 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.
- b. All items must be available for delivery within 120 days from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The vehicle shall be delivered to the City of Murfreesboro, Solid Waste Department, 4765 Florence Road, Murfreesboro, TN 37129.
- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Sourcewell Master Agreement No. 091219-NWY and Contractor's Proposal No. 38211JHREV, dated March 8, 2021.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the Quote.

5. **Price.** The price for goods and other items to be provided under this Contract is set forth per Proposal No. 38211JHREV from Municipal Equipment, Inc. and Sourcewell Master Agreement No. 091219-NWY for three (3) New Way 31 Cubic Yard Sidewinders at a purchase price of \$300,248.00 each for a **Total Purchase Price of \$900,744.00**. Any compensation due Contractor under this Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods/services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order.

6. **Warranty.** Contractor shall provide all warranties as described in the Sourcewell Master Agreement No. 091219-NWY and Contractor's Quote No. 38211JHREV dated March 8, 2021.

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.

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

11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent

between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination policy.
15. **Indemnification and Hold Harmless.**
 - 15.1 Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - 15.2 Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - 15.3 **Copyright, Trademark, Service Mark, or Patent Infringement.**
 - 15.3.1 Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at

any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

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

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

15.3.2.2 Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

15.3.2.3 Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

- 15.3.3 Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

16. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
17. **Assignment—Consent Required.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
18. **Entire Contract.** This contract, Sourcewell Purchasing Cooperative Agreement No. 091219-NWY, awarded by the (all relevant documents located at: <https://www.sourcewell-mn.gov/cooperative-purchasing/091219-nwy#tab-contract-documents> and Contractor's Proposal No. 38211JHREV, dated March 8, 2021, 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.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
21. **Severability.** Should any provision of this 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.
22. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following.

22.1 Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

22.2 Notices to Contractor shall be sent to:

Contractor: Municipal Equipment, Inc.
Attention: Jimmy Hoben, Regional Territory Manager
Address: 6305 Shepherdsville Road
Louisville, KY 40228

23. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

CITY OF MURFREESBORO

MUNICIPAL EQUIPMENT, INC.

By: _____
Shane McFarland, Mayor

By: _____
Mark Clindaniel, President

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Street Department Vehicle/Equipment Purchase

Department: Street Department

Presented by: Raymond Hillis

Requested Council Action:

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

Summary

Purchase of a vacuum leaf truck for the Street Department.

Staff Recommendation

Approve the purchase of one X-Treme Vac Leaf Truck from Old Dominion Brush Co. (CMI).

Background Information

The proposed purchase is required for the Street Department's operation. State statute and Council Resolution authorizes cooperative purchases. The purchase of the X-Treme Vac Leaf Truck is contracted through Sourcewell to provide the most competitive price for the item the department needs.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Well-functioning equipment assures the Department is consistently able to respond to the community's needs, provides operational efficiencies and improves employee safety.

Fiscal Impact

Funding for this purchase totaling \$214,294 is included in the FY21 CIP Budget.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
CMI EQUIPMENT SALES
FOR PURCHASE OF X-TREME VAC LEAF TRUCK**

This Contract is entered into and effective as of the _____ day of _____ 2021, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **Construction Municipal Industrial Equipment Sales, Inc. dba CMI Equipment Sales**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Sourcewell's Contract with Old Dominion Brush Co., Inc. #041217-ODB***
- ***Price Quotation from CMI Equipment Sales dated March 18, 2021 for an X-Treme Vac Model DCL800SM30 with John Deere 4045TFC03 Diesel Engine on Freightliner M2-106 chassis #M210630C***
- ***Any properly executed amendments to this Agreement***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's Sourcewell Contract with Old Dominion Brush Co., Inc. #041217-ODB***
- ***Fourth, Price Quotation dated March 18, 2021 from CMI Equipment Sales for an X-Treme Vac Model DCL800SM30 with John Deere 4045TFC03 Diesel Engine on Freightliner M2-106 chassis #M210630C***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: One (1) ***X-Treme Vac by ODB Model DCL800SM30 with John Deere 4045TFC03 Diesel Engine on Freightliner M2-106 chassis #M210630C*** as set forth in the Sourcewell Contract #041217-ODB with Old Dominion Brush using authorized dealer CMI Equipment Sales' Price Quotation dated March 18, 2021. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Sourcewell Contract #041217-ODB through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.

2. **Term.** The term of this contract shall be from _____, 2021 (the "Effective Date") to the expiration of the Sourcewell Contract #041217-ODB on July 7, 2021. Contractor's performance may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the

condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

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

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

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quotation dated March 18, 2021 from CMI Equipment Sales for one (1) *X-Treme Vac by ODB Model DCL800SM30 with John Deere 4045TFC03 Diesel Engine on Freightliner M2-106 Chassis #M210630C* at a **Total Purchase** price of **\$214,294.06**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Deliveries and pick-up of all items for the Street Department shall be made within two weeks of issuance of Purchase Order to Attn: Kane Adams – Street Department – 620 W. Main Street, Murfreesboro, TN 37130. Contact Person Kane Adams (tel. 615-893-4380; email: kadams@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item on the Quote shall meet the warranty requirements set forth on the Price Quote.
5. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including

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

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

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

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

If to the Contractor:
CMI Equipment Sales
Nick Collier, Territory Manager
211 Depot Street
Goodlettsville, TN 37072

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

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

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021
(the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

CMI Equipment Sales

DocuSigned by:
By: John Scott
John Scott, General Manager

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Solid Waste 10-yr Plan Update for Rutherford County and Murfreesboro

Department: Solid Waste

Presented by: Darren Gore

Requested Council Action:

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

Summary

Recommended a 10-yr planning document update for solid waste and materials management for Rutherford County and the City that specifically states an expansion of Middle Point Landfill is inconsistent with the future solid waste management goals and objectives of Rutherford County and the City.

Staff Recommendation

Adopt 10-yr solid waste plan update.

Background Information

The Central TN Region Solid Waste Board (CTRSWB) is required to provide an annual 10-yr plan update to the Tennessee Department of Environment and Conservation (TDEC). The 10-yr update plan is due May 28, 2021 and a public comment meeting is scheduled for May 20, 2021.

Previous submissions of the 10-yr plan update have not properly documented the County's preparation of a Solid Waste Management Vision document in 2018 that revolved around the central assumption that the Middle Point Landfill would be closed by 2027.

The attached 10-yr plan update document brings the 2018 Vision document prepared by the Solid Waste Advisory Committee (SWAC) formed in 2016 with the aid of the consultant Gershman, Brickner and Bratton, Inc (GBB) up to current actualities.

Significant work was done that staff believes needs to be incorporated into the 10-yr plan update that recognizes the inconsistency of Middle Point Landfill's expansion application in light of the goals and objectives stated in the 2018 Vision document developed by the SWAC.

Additionally, a more detailed narrative defining the County's current Request for Proposal (RFP) process and the outlined goals contained therein is incorporated into the 10-yr plan update.

Minimum facilities were outlined in the 2018 Vision document recommended by the SWAC that would serve the needs of the County given the expectant closure of Middle Point Landfill. The document does not recommend this path forward, but simply recognizes these facilities as a minimum standard, thereby affording all other options

currently being presented at the Rutherford County Commission unbiased and sincere consideration as options for meeting Rutherford County's and the City of Murfreesboro's solid waste management future needs.

Council Priorities Served

Improve economic development

The Middle Point Landfill has been a blight to the northern citizens of Murfreesboro and diminished their quality of life through continued noxious odors, traffic, and other environmental concerns. These factors compounded with an application to expand the landfill greatly diminish the social and economic benefit potential of future development in Murfreesboro.

Fiscal Impact

There are no immediate fiscal impacts associated with adopting the 10-yr solid waste plan update. There are long-term fiscal impacts associated with managing solid waste differently in lieu of receiving free tipping fees at Middle Point Landfill after it closes.

Attachments

Solid Waste Management 10-yr Update Plan for Rutherford County

Solid Waste Management 10-yr Update Plan for Rutherford County and City of Murfreesboro



May 3, 2021

Prepared for:

TN Dept. of Environment and Conservation Division of Solid Waste

Considered by:

Rutherford County Commission

Murfreesboro City Council

Central TN Region SW Board

May 13, 2021

May 6, 2021

May 20, 2021

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1 Executive Summary

1.1 Background and Introduction

In Rutherford County, TN, the Middle Point Landfill, which is owned and operated by Republic Services, Inc. (Republic), is projected to reach capacity around 2027.¹ This Class I landfill received 975,900 tons of waste in 2017—265,000 tons from within Rutherford County and 710,900 tons from other counties. Both Rutherford County (the “County”) and the City of Murfreesboro (the “City”) enjoy financial benefits related to the Landfill. They receive free disposal of approximately 82,750 tons of residential waste delivered from the County and the City. The County and the City also receive a host community fee from Republic of \$1.20 per ton of out-of-county waste disposed at the Landfill. Currently, these benefits are worth approximately \$4.1 million per year.²

When the Middle Point Landfill reaches its permitted capacity and closes, the County and the City will lose the financial benefits they have with the Middle Point Landfill. The other counties contributing to Middle Point will then need to dispose of waste in another location. To evaluate the situation and plan for the future, the County and the City along with the involvement of the cities of Eagleville and La Vergne and the Town of Smyrna (collectively, the “Cities” or the “Rutherford Municipalities”) created a Solid Waste Advisory/Steering Council (SWAC) in 2016 organized by the County and City. The Cities and the County sought to consider all proven approaches to solid waste management, recycling, composting, conversion technologies, and other diversion programs, giving priority to implementing approaches under public private partnerships.

The SWAC prepared in conjunction with Gershman, Brickner and Bratton, Inc., a 2018 Vision document outlining the future solid waste disposal and materials management pathway for Rutherford County and Murfreesboro. The vision document recommended a Middle Point 2.0 option, which entailed an expansion of the landfill onto the construction and demolition (C&D) landfill property owned by Rutherford County that adjoins Middle Point Landfill. The Rutherford County Commission summarily and unanimously rejected the Middle Point 2.0 option.

At the end of 2020, the County prepared a request for proposals (RFP) for integrated solid waste management solutions. The RFP overview stated:

In anticipation of the expected closure of the Middle Point Landfill, Rutherford County is accepting sealed proposals from qualified companies for one, some, or all functions and services needed to develop a local integrated solid waste system. These functions include comprehensive public education, residential solid waste collection, transfer and transport of materials, processing facilities and technologies, landfill disposal, and landfill mining with reclamation of the existing County landfills.

The purpose of this Request for Proposals (RFP) is to solicit proposals, and gain adequate information from which the County may evaluate and compare options, support development of infrastructure, and provide long-term efficient, effective, economically feasible, environmentally responsible solutions for development of an integrated solid waste system in Rutherford County,

¹ 2015-2025 Solid Waste and Materials Management Plan; for the Tennessee Department of Environment and Conservation; April 22, 2015.

² Host community fees of \$853,080 + (82,750 tons of waste disposed x \$40 market rate for disposal) = \$4,163,080



Tennessee. The County intends to enter into long-term agreements, and possibly partnerships, to establish and maintain infrastructure and services to responsibly manage residential solid waste materials generated in Rutherford County.

This RFP clearly anticipated that the Landfill would close and precludes any expansion of the Landfill from its presently permitted boundaries.

Rutherford County received nine proposals that have been sequentially evaluated beginning in April and ending in May of 2021. No determination of a future path forward with any proposer has been made as of the time of this update to the 10-yr Planning Document.

At present, the County and the Rutherford Municipalities independently manage their own solid waste. The SWAC recommended that they approach the current condition—impending closure of Middle Point Landfill—by working together and forming a Solid Waste Management Authority under the Tennessee Solid Waste Authority Act of 1991 as the best balance of strength and feasibility. The other option for all of the municipalities working together would be for the County to develop interlocal agreements (ILA's) between municipalities desiring to jointly cooperate in the meeting the County's solid waste needs and recycling or material recovery goals.

1.2 Purpose of the 10-yr Planning Document

The purpose of this document is to provide updated information in accordance with T.C.A. § 68-211-815(b) and as required to update progress in accordance with T.C.A. § 68-211-814 (a)(2) and (3) which states:

- (2) The plan may be revised at any time to reflect subsequent developments in the region. Each revised plan shall be submitted to, reviewed by and approved or disapproved by the department of environment and conservation in the same manner as the initial plan.
- (3) Each municipal solid waste region shall submit an annual progress report to the department covering the next ten (10) years that includes, at a minimum, the information contained in §68-211-815(b).

2 10-Yr Plan Objectives

The following plan objectives provide a top-level description of this 10-yr plan as a business plan for handling of solid waste in Rutherford County for the next ten years. **Figure Error! No text of specified style in document.-1** shows the four plan objectives.



Figure Error! No text of specified style in document.-1 – 10-yr Planning Update Document Objectives

2.1 Stabilize Planning

The first objective of this 10-yr planning document is to lay a foundation for future solid waste planning in Rutherford County.

From the onset of this project, the County was committed to build partnerships with the Rutherford Municipalities. This 10-yr Planning Document presents a county-wide approach to solid waste planning which could advance the development of a cost-effective and fair system that promotes significantly higher levels of recycling and landfill diversion as well as provide for access to disposal capacity once the Middle Point Landfill closes in 6 to 8 years from now.

2.2 Improve Solid Waste Services

The next objective of the 10-yr Planning Document is to improve access to recycling, especially at the curb—i.e., at people’s homes. It will also seek to facilitate synchronized services, which will improve efforts at community education and participation. At present, the County and the Rutherford Municipalities have different sets of services and systems for their residents. With a consolidated set of service offerings and expanded access to curbside recycling, residents will enjoy greater and easier opportunities to reduce waste sent to landfill and benefit from cost savings associated with the economies of scale. In other words, broader consolidated service can improve services as well as reduce costs for individual customers.

2.3 Increase Recycling and Waste Reduction

The third objective of the 10-yr Planning Document is to use goal-setting and growth in recycling participation to increase recycling tons and improve efforts to divert or reduce waste. There is a three-prong approach to this objective: Access, Information, and Implementation. A comprehensive effort to improve access to services, provide easy-to-use information on how to participate, and engage participants actively is part of the planning process that underlies this objective.



2.4 Provide for Disposal

In the fourth objective, the 10-yr Planning Document describes how Rutherford County can secure waste disposal capacity beyond the closure of Middle Point in about 2027.^{3,4} The 10-yr Planning Document also describes how the disposal capacity can be secured and managed. The most effective approach is for the municipalities and the County to work together so that long-term contracts can be offered, opening the door for greater economies of scale and better technology applications.

³ 2018 Remaining Life Survey: Sanitary Landfills in Tennessee; State of Tennessee Department of Environment and Conservation, Division of Solid Waste Management; April 2018.

⁴ 2015-2025 Solid Waste and Materials Management Plan; for the Tennessee Department of Environment and Conservation; April 22, 2015.



3 Current System

Rutherford County is one of the top five most populated counties in Tennessee, and its rate of population growth is expected to be the highest in the State of Tennessee⁵. The 2019 U.S. Census estimate for Rutherford County’s population was an estimated 332,285, and by 2030 the population is expected to be 420,000.

3.1 Public Sector

Waste originating from all generators in the County that is disposed at the Middle Point Landfill is currently estimated at approximately 350,000 tons of solid waste per year, based on tonnage reports from the Middle Point Landfill. This includes the 82,750 tons disposed for free per the host community agreement, in addition to other tons collected by private haulers. The County provides solid waste disposal and recycling services to its residents through 14 convenience centers (branded as Recycling Centers) and one recycle-only center. The County Solid Waste Department operates the 14 convenience centers and provides front-end loader recycling and waste collection and transportation services for all 60 County and City of Murfreesboro (City) schools. The County also owns and operates the Rutherford County Landfill, a Class III/IV facility, which is limited to the receipt of yard waste, brush, construction and demolition waste, and shredded tires. In late February 2018, the Rutherford County Landfill stopped accepting C&D materials and now only accepts brush and tires. **Figure Error! No text of specified style in document.-2** lists details of the Rutherford County solid waste system.

Figure Error! No text of specified style in document.-2 – Rutherford County Solid Waste System and Services

Recycling Centers	<ul style="list-style-type: none">•14 for solid waste and recycling•1 for recycling only
Limited Curbside Collection of solid waste and Recycling	<ul style="list-style-type: none">•Private subscription service•~ \$17/month solid waste•~ \$14/month recycling•~\$31/month for both solid waste and recycling
Rutherford County Landfill	<ul style="list-style-type: none">•County owned and operated•Brush and tires only•Nearing capacity
Middle Point Landfill	<ul style="list-style-type: none">•Republic Services owned and operated•Municipal solid waste•8 to 10 years capacity

The County’s recycling rate is approximately 17%. To improve recycling, the County launched a campaign known as “Operation: Rutherford Recycles.” This campaign includes better signage at the convenience centers and a public education initiative, although efforts have been modest and there is great

⁵ Population Projections for the State of Tennessee, 2010-2030; The University of Tennessee Center for Business and Economic Research; June 2009.



opportunity to expand this brand, benefitting from the engagement www.renewalrutherford.com has built.

The City, which serves as the County seat, operates one convenience center and provides residential curbside garbage and yard waste collection services. Small businesses that generate waste similarly to residences can also receive collection services. Recycling services are provided at the convenience center. The City also operates the Murfreesboro Mulch facility to manage yard waste and brush.

Figures 3-2, 3-3, 3-4, and 3-5 list details of the solid waste systems in the cities and towns of Rutherford County.

Figure Error! No text of specified style in document.-3 – City of Murfreesboro Solid Waste System and Services

Residential curbside collection	<ul style="list-style-type: none"> •Solid waste in 96 gallon carts •Brush •Residents and small businesses
Mulch facility	<ul style="list-style-type: none"> •Processes yard waste and brush •Mulch is offered free of charge
Convenience center	<ul style="list-style-type: none"> •Includes recycling

Smyrna, LaVergne, and Eagleville provide information and services to their residents, in addition to access to the Rutherford County Recycling Centers.

Figure Error! No text of specified style in document.-4 – Town of Smyrna Solid Waste System and Services

Brush collection service	<ul style="list-style-type: none"> •Streets Department truck •Kraft bags only •Taken to mulching site
Solid Waste and Recycling	<ul style="list-style-type: none"> •Private subscription service •Use of County's Recycling Centers



Figure Error! No text of specified style in document.-5 – City of LaVergne Solid Waste System

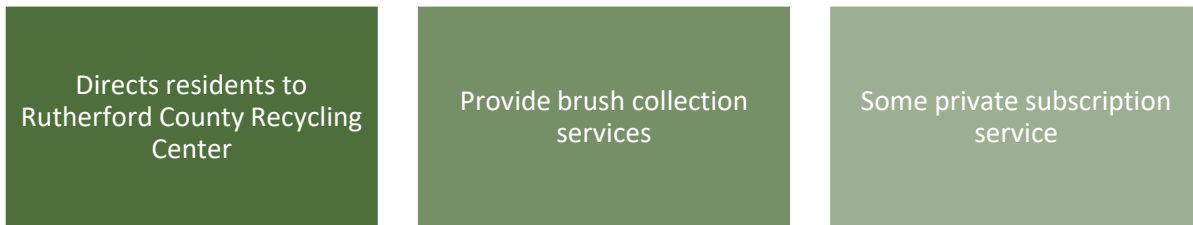
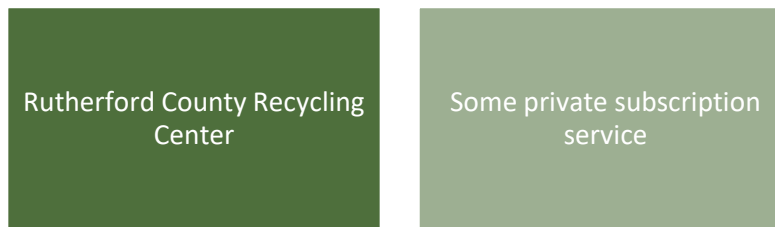


Figure Error! No text of specified style in document.-6 – City of Eagleville Solid Waste System



3.2 Private Sector

Middle Point Landfill is owned and operated by Republic. Middle Point is a Class I landfill and has an annual permitted capacity of 1.092 million tons and in FY2018 received 975,893 tons. Given that the County only disposed 350,000 tons in 2017, the remaining 710,900 tons originated from 18 other counties. This 10-yr Planning Document assumes that the Landfill, in its current configuration, will be closed to waste at the end of 2027.

Both the County and City enjoy host community relationships and significant benefits with Republic related to the Landfill. (See Attachment 1 and Attachment 2 for the host community agreements.) Free disposal is provided to the County for residential waste delivered from the County and the City. In FY2018, the quantity of solid waste delivered from the County and City to the Landfill was approximately 82,750 tons, of which the City delivers approximately 38,821 tons. The County receives a host benefit from Republic of \$1.20 per ton of out-of-county waste disposed at the Landfill.

The Landfill discharges leachate to the City's sewer system. In addition to free solid waste disposal, the City also receives other benefits related to solid waste and recycling services such as the provision and hauling of solid waste dumpsters at several City properties, provision and hauling of containers for solid waste and recycling at the City's convenience center, and revenues from the sale of recyclables collected at the City's convenience center.

Republic sources other waste for the Landfill from contracts it has with local governments (e.g. Metropolitan Government of Nashville and Davidson County), its own collection services in the region, and from private haulers and local governments that deliver waste either directly to the Landfill or to Republic's nearby transfer station in Nashville.

In 2027, or when the current permitted capacity is exhausted, per the terms of their respective host community agreements, the County and City's host community benefits will end. To frame the potential economic impact of this, consider if future landfill gate rates in the region might be \$40 per ton and the cost to for a transfer station and hauling services to add another \$15 to \$20 per ton—i.e., \$55 to 60 per ton, total, for estimating purposes. For the 82,750 tons per year that the County and City collectively



generate and have managed through Republic and its Landfill, there could be an annual expense of approximately \$4.5 million to \$4.9 million, in addition to the annual loss of about \$750,000 in host community financial benefits that the County and the City enjoy from Republic until the landfill is closed. Also, an additional 182,000 tons of waste managed by others will need to find a new place for disposal, and the County will be competing in the marketplace with other customers of Middle Point and the regional landfills that are closing in the near-term.⁶ Because of this, and to ensure for the proper management of their solid wastes and that managed by others in the County, the County and the City must explore alternatives to prepare for a future when Middle Point Landfill reaches capacity and closes.

Republic has indicated to the City and the County that the company would probably not seek an expansion of the Landfill due to a soil deficit. The Landfill was also been under significant public scrutiny due to odors associated with its operations to the extent that in November 2015 a public meeting was held with several environmental groups and neighbors of the Landfill to discuss current and future options. The County and the City previously believed that Republic might seek to develop a transfer station and enter into a public private partnership with the County. Discussions in early 2018 about filling waste in the airspace between Middle Point Landfill and the Rutherford County Landfill did not advance when considered by the County Commissioners in April 2018. The vote taken to reject allowing preliminary testing was unanimous.⁷

⁶ "FY2016 Rutherford County Solid Waste Needs Assessment," prepared by the Greater Nashville Regional Council for the Tennessee Department of Environment and Conservation, <https://www.tn.gov/content/dam/tn/environment/solid-waste/documents/counties/sw-mm-rutherford-na-fy16.pdf>

⁷ "Middle Point Landfill expansion plans killed by Rutherford County Commission," Daily News Journal, April 16, 2018. Retrieved July 31, 2018. <https://www.dnj.com/story/news/2018/04/16/middle-point-landfill-expansion-plans-killed-rutherford-county-commission/520078002/>

4 Data and Projections

The following figures and tables provide the projections for waste to be managed in the future in Rutherford County.

4.1 Tons

Figure Error! No text of specified style in document.-7 shows the projected waste generation for Rutherford County to the year FY2035. The Figure shows tons by the point at which they leave the generator, and also shows a trendline for state population projections, which is a strong indicator for waste generation.

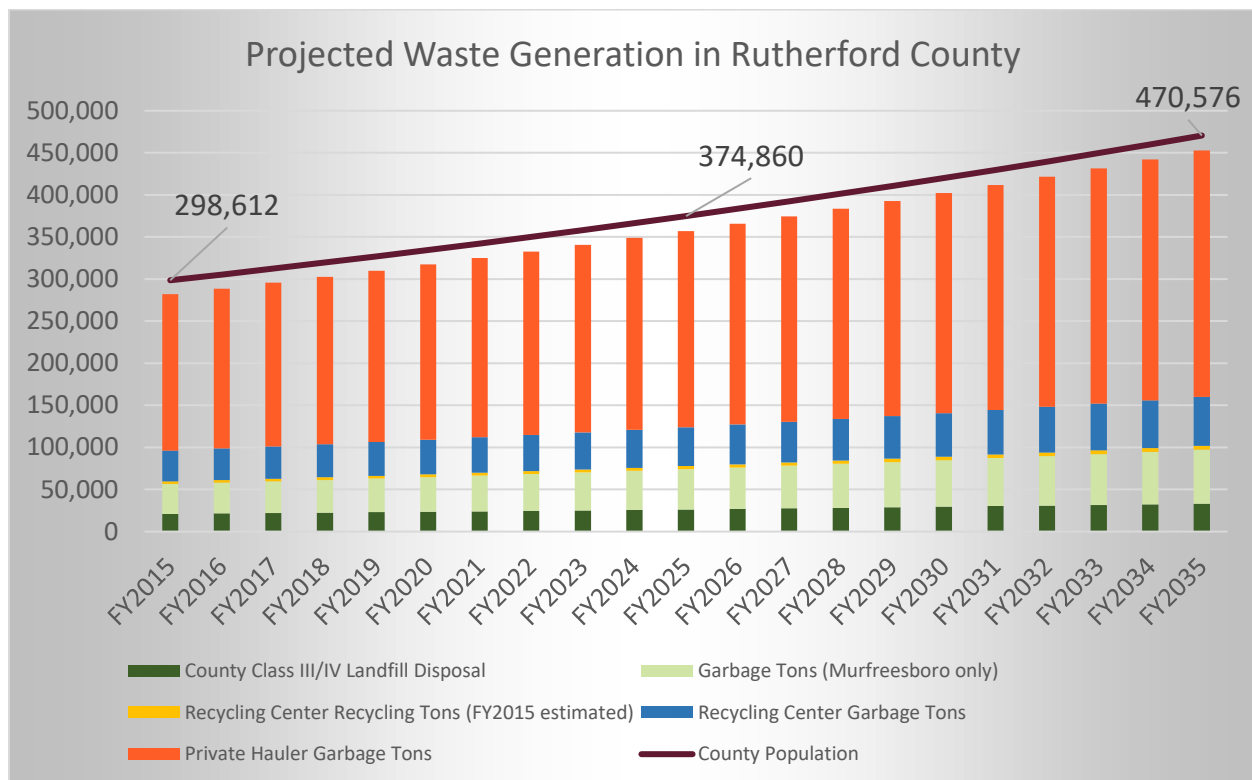


Figure Error! No text of specified style in document.-7 – Projected Waste Generation in Rutherford County to FY2035

Figure Error! No text of specified style in document.-8 shows a representative percentage of waste generation reporting for Rutherford County.

Waste Generation in Rutherford County by Source

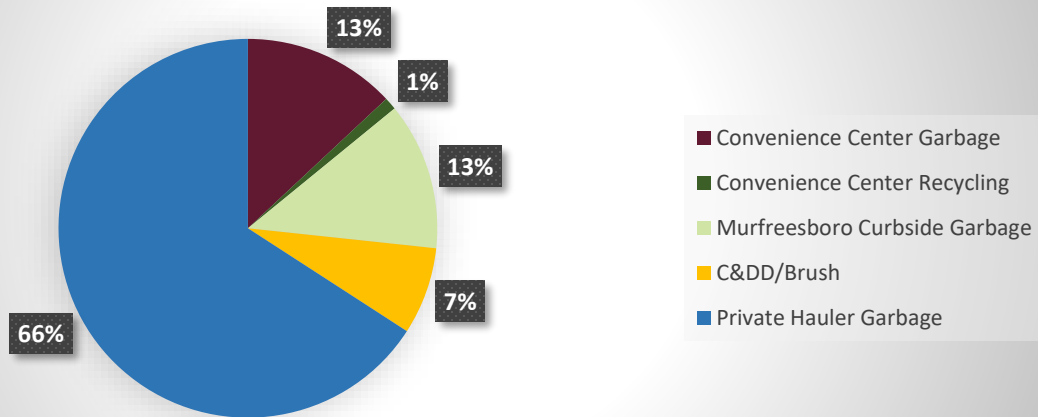


Figure Error! No text of specified style in document.-8 – Waste Generation

Figure Error! No text of specified style in document.-9 shows the estimated composition of the waste generated in Rutherford County by type of material, which also reflects the possible destinations for the waste since each type could be processed differently.

Estimated Rutherford County Waste Composition

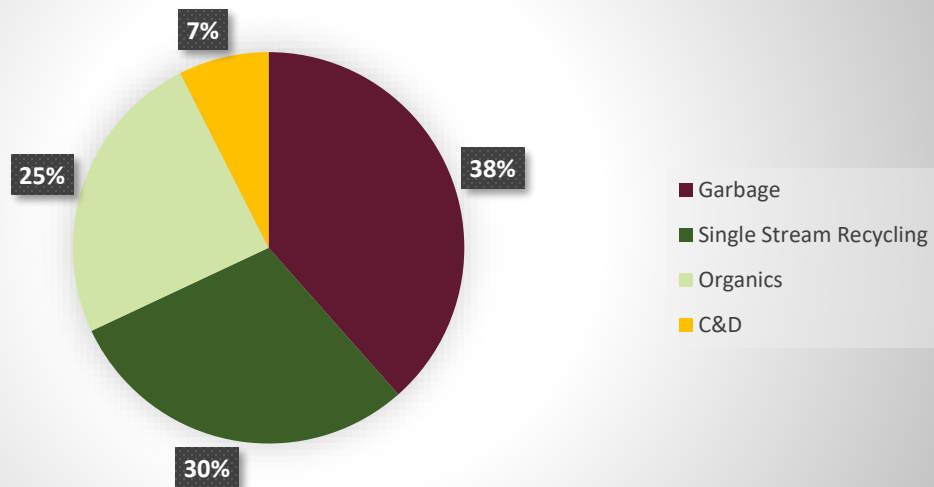


Figure Error! No text of specified style in document.-9 – Estimated Composition of Waste Generated in Rutherford County

4.2 Facilities

Residents of Rutherford County are served by a strategic network of drop-off and convenience centers called Recycling Centers, with staff on-site and comprehensive services. The facilities are staffed and most accepted both recyclables and household trash.

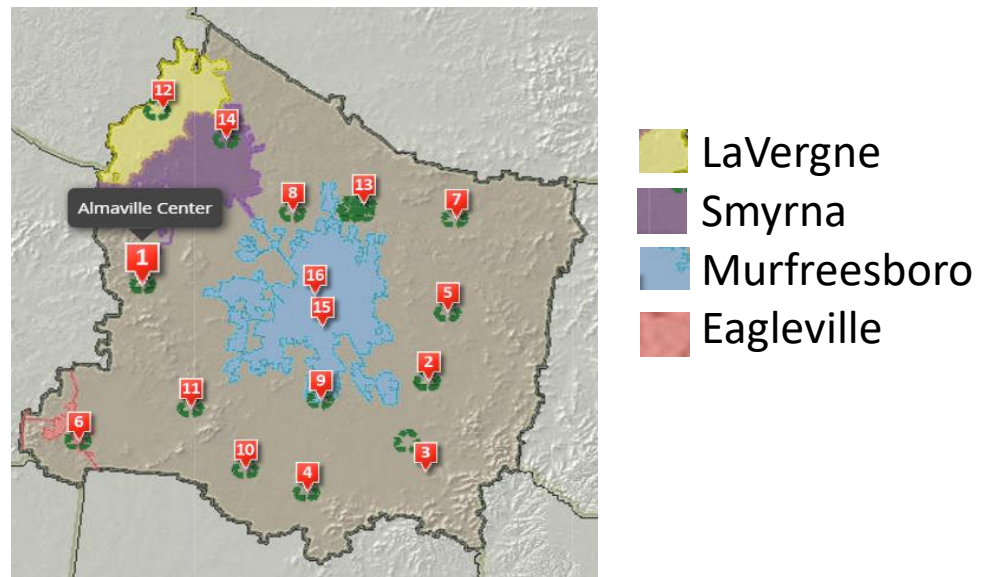


Figure Error! No text of specified style in document.-10 – Recycling Centers in Rutherford County

Figure Error! No text of specified style in document.-11 shows the relationship between the Recycling Centers with regards to what proportion of that waste sector comes from which center. The center with the largest tons by a good measure is Cranor Rd. Center in Murfreesboro, followed by the Buchanan Center, also in Murfreesboro. Together, these two centers account for 45 percent—nearly half—of the Recycling Center Tons.

Rutherford County FY15 Garbage and Recycling by recycling center

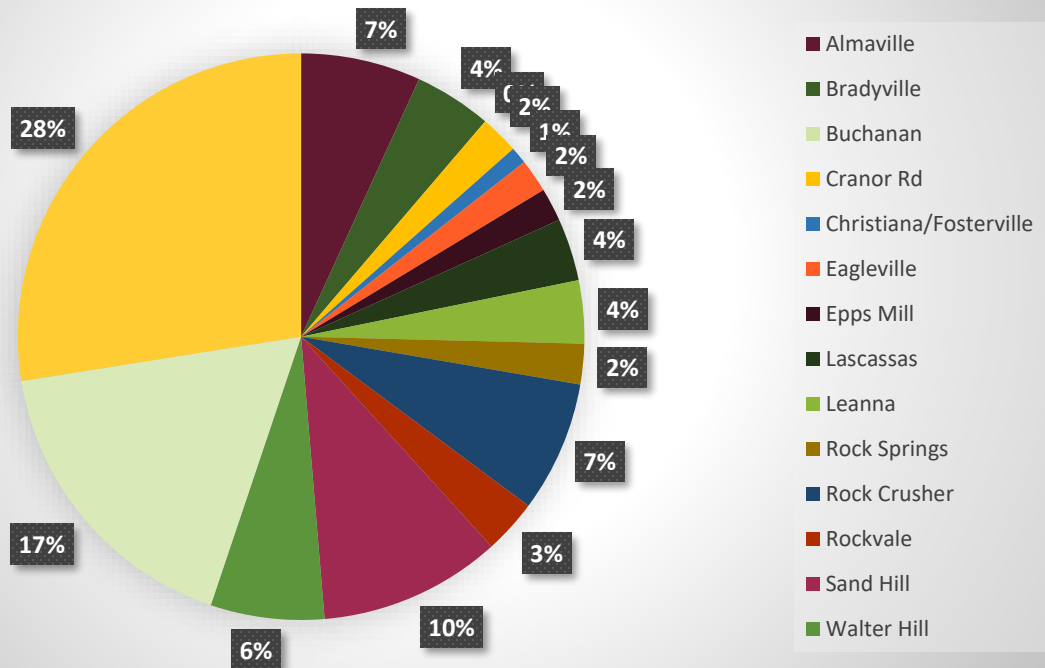


Figure Error! No text of specified style in document.-11 – Proportion of Rutherford County Recycling Center Waste Generation by Center Name

4.3 Population

Figure Error! No text of specified style in document.-12 shows population projections from the University of Tennessee Boyd Center for Business and Economic Research for Rutherford County.

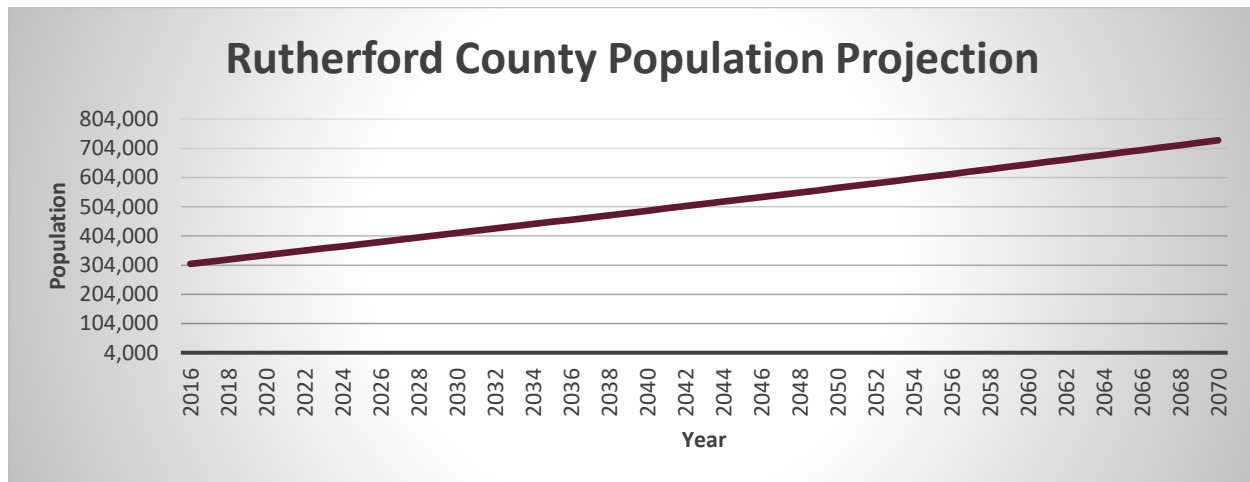


Figure Error! No text of specified style in document.-12 – State Population Projection for Rutherford County, 2016 – 2070
Source: Boyd Center for Business and Economic Research, University of Tennessee, Knoxville - September 2017

5 Organization, Funding, and Financials

5.1 SWAC or County ILA Recommendation of a Solid Waste Authority

As a result of the County’s decision to reject an expansion of the Middle Point Landfill as a means of dealing with its future solid waste disposal, decisions about the collection service levels, facility development, and disposal capacity must be made.

On February 27, 2018, at its final meeting, the SWAC endorsed the organizational option of creating a solid waste management authority (Authority) under the Tennessee Solid Waste Authority Act of 1991 as the best balance of strength and feasibility. The County also has the option to also develop interlocal agreements (ILA) between participating municipalities to manage the County’s solid waste disposal, recycling and material recovery needs.

5.1.1 Rutherford County Interlocal Agreements (ILA)

The County can provide strong leadership for the Rutherford Municipalities that want to participate. The County would take primary responsibility for solid waste management planning, implementation, and reporting. The City’s Solid Waste Department could provide the oversight of a new solid waste management system, subject to the approvals of the Mayor and County Commissioners. An interlocal agreement can be entered into among the County and the Rutherford Municipalities to participate in the County system. Elements of the new system could be provided through public-private partnerships, or the County could proceed with additional assets itself.

A critical part of this organizational arrangement will be that the County will bear the financial and operational responsibilities for the transition. Any debt issuance, property ownership, or human resource responsibilities would remain with Rutherford County Government. The municipalities would be both partners and customers of the County Government; the degree to which one relationship outweighs the other would depend on the terms of the interlocal agreement.

5.1.2 Solid Waste Authority

A county in Tennessee can create a solid waste authority consisting of itself and any willing municipalities in the county by approving a resolution to that effect in each governing body. State law places certain



stipulations on the authority, described in T.C.A. § 68-211-901 et. seq., the Solid Waste Authority Act of 1991. Some of the powers and responsibilities a solid waste authority can have include:

- Be a party in court (to sue or be sued, and to prosecute or defend charges);
- Have and use a corporate seal;
- Construct and operate projects and facilities;
- Acquire and dispose of property, including the use of eminent domain;
- Collect or receive solid waste from any party (including other governments) and enter into contracts related to that operation;
- Sell or otherwise distribute energy, steam, or any material or commodity resulting from operation of a project, facility, or service;
- Incur debts, borrow money, issue bonds and provide for the rights of the holders of such bonds;
- Charge fees and collect revenues, and pledge those receipts to debt;
- Retain paid employees that participate in the Tennessee consolidated retirement system; and,
- Employ or use the property, facilities, equipment or employees of a county or municipality, pursuant to an agreement.

In fulfillment of its powers, the following benefits are imparted to an authority.

- **Flow Control.** An authority may also restrict access to its solid waste disposal facilities by excluding waste originating outside the region and may regulate the flow of all MSW within the authority as long as the assets are publicly owned. The authority may require the delivery of any waste originating in the County to one of its transfer station(s) for transportation to a specific solid waste disposal facility.⁸
- **Debt and Finances.** No member locality of an authority is responsible for the debts or performance obligations of the authority. Costs related to planning are not the responsibility of any one government; they are shared amongst members per agreement. The costs and risks are spread broadly and proportionately among the rate payers and backed by the ability of the authority to reach out to ratepayers to support its annual and long-term financial requirements. To improve cost effectiveness and ease the initial transition, an authority can hire or contract for use of a locality's resources as it would any other vendor. For example, staff, facilities, vehicles, office space, etc.
- **Professional Clarity of Mission.** The sole mission of a solid waste authority for Rutherford County would be to provide solid waste management planning and services to the members of the Authority and protect the environmental resources of Rutherford County. By contrast, staff and local officials from a government or legislative body have many obligations and responsibilities that also require constant attention and dispatch.

The start-up funding and resources for the authority to operate would come from the founding members in the form of financial contributions and operational assets such as offices, computers, vehicles, and even staff positions or business services (such as IT support). In subsequent budget periods, operational funding would come from ratepayers, although contributions from the member governments could be needed also. Capital funding would come from the issuance of project revenue backed debt.

5.2 Methods of Funding a Solid Waste System

A new or revised solid waste system funding approach should accomplish the following objectives:

⁸ Note: A County has the same waste flow control abilities as long as the assets are publicly owned.



- Ensure sufficient revenues are generated to cover the costs and reserve fund requirements of the system and programs, with reliable sources of revenue that are not dependent on the amount of waste generated—i.e., per-ton fees;
- Provide an equitable distribution of costs among residents and businesses; and,
- Promote the environmentally responsible practices of waste reduction and recycling.

Solid waste generator fees are a stable way to raise revenues and tie individual costs to the participation in the system. Types of generator fees include:

- Residential and commercial assessments or improved lot assessments as a special charge on tax bills;
- Fees charged directly to certain types of generators based on their typical waste generation;
- Special solid waste fees or surcharges added to utility bills;
- Solid waste development impact fees assessed to new residential and commercial construction, usually at the time of building permit application;
- Fees charged for special identifying stickers or tickets, used by a community resident to access disposal or processing facilities; and
- Other charges that vary by location, including contributions from general funds and various taxes.

A pro forma was developed for the County and the City to evaluate current and projected costs, anticipated growth, capital improvements and schedule, and sources of revenue related to a new solid waste authority.

The pro forma also considered the debt service that would be incurred to construct and operate new facilities under the solid waste authority's responsibility.

5.3 Deliberation of Integrated Solid Waste Proposals Solicited by Rutherford County

The County solicited a request for information of interested parties in 2020 to help solve the future solid waste disposal and material management requirements set forth by the County.

At the end of 2020, the County prepared a request for proposals (RFP) for integrated solid waste management solutions. The RFP overview stated:

In anticipation of the expected closure of the Middle Point Landfill, Rutherford County is accepting sealed proposals from qualified companies for one, some, or all functions and services needed to develop a local integrated solid waste system. These functions include comprehensive public education, residential solid waste collection, transfer and transport of materials, processing facilities and technologies, landfill disposal, and landfill mining with reclamation of the existing County landfills.

The purpose of this Request for Proposals (RFP) is to solicit proposals, and gain adequate information from which the County may evaluate and compare options, support development of infrastructure, and provide long-term efficient, effective, economically feasible, environmentally responsible solutions for development of an integrated solid waste system in Rutherford County, Tennessee. The County intends to enter into long-term agreements, and possibly partnerships, to establish and maintain infrastructure and services to responsibly manage residential solid waste materials generated in Rutherford County.

The County received nine proposals that have been sequentially evaluated beginning in April and ending in May of 2021. No determination of a future path forward with any proposer has been made as of the time of this update to the 10-yr Planning Document.

5.4 Solid Waste Authority or ILA Minimum Facilities Recommended by the SWAC

The economics of the future system are improved whenever the tonnage that needs to be transferred out can be reduced. For this reason, and due to marginal capital cost differences, a southern transfer station will be designed and built with sufficient capacity to transfer out MSW.

The City has identified one site to the south to construct and operate a transfer station and has accounted for the costs of construction in their current 5-yr capital improvements plan. The County has the ability to repurpose its property that served as a C&D landfill as a potential site for a northern transfer station.

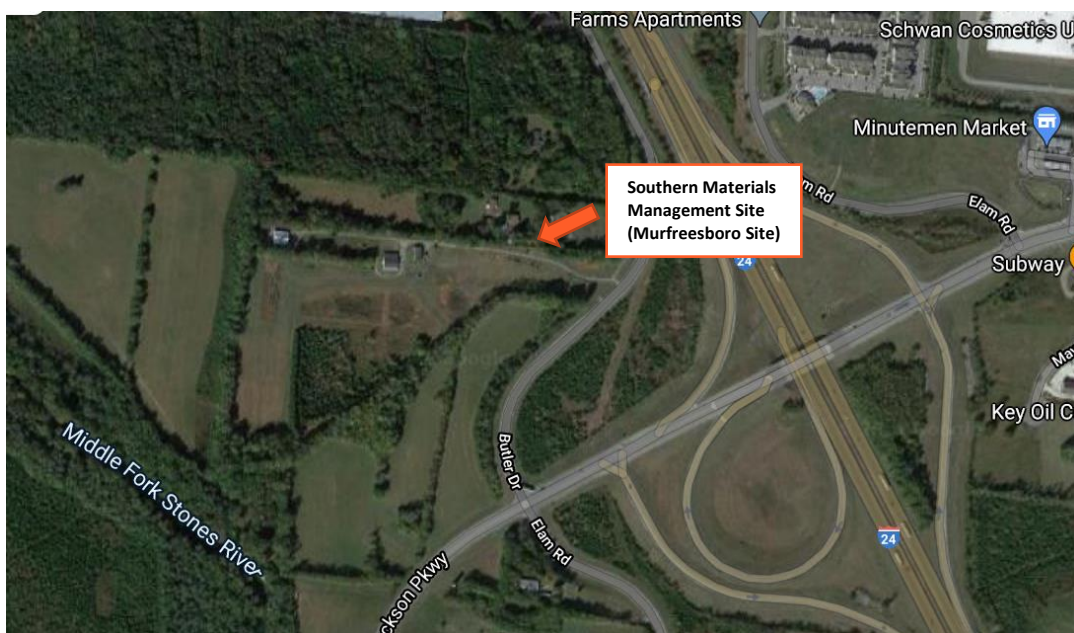


Figure Error! No text of specified style in document.-13 – Map Location and Aerial Photography of City of Murfreesboro Transfer Station Site

The other site would be a repurposing of the existing scales and site at the Rutherford County Landfill. The utilization of both sites, and the magnitude of possible costs, are described in greater detail below. The details for the southern and northern materials management facilities could change moving forward. In other terms, the southern materials management facility may include the ability to operate a mixed waste processing facility (MWPF) and C&D materials. Additionally, the County has the option to create its own southern materials management facility, independent of the City's current plans. The Rutherford County Rock Quarry site was identified as a potential location for a southern MWPF, source-separated recyclables and C&D materials.

5.4.1 Southern Materials Management Facility

Constructing the facility referred to as "the Southern Materials Management Facility," is being undertaken by the City. The City has designated the funds for construction and, if an authority is formed in the future, an agreement can be executed to assign the debt and operating expenses to the new Authority. If an



interlocal agreement is executed, the debt service and costs to operate may continue as part of the City's general fund budget, and a potential special credit may be afforded the City's residents.

This 10-yr Planning Document assumes the southern transfer station will be open in the 2024 to 2026-time frame. It will be sized to handle all waste generated in Murfreesboro and Rutherford County through the 2035 population projections.

5.4.2 Northern Materials Management Facility

This 10-yr Planning Document assumes that a transfer station and mixed waste processing facility (MWPF) will open at the Northern Materials Management Facility. No site has been identified for this northern facility, but the existing County landfill property is a likely candidate. The full-service transfer station and the MWPF are the core functions of the future system. The transfer station would hopefully be constructed prior to the closure of the Middle Point Landfill (prior to 2027).

In 2030, the MWPF would be constructed and would include recovery/production of a fuel product, with the fuel process to be provided via a vendor. The MWPF will be designed for multiple inputs, allowing both processible waste and source-separated recyclables to be processed into the same facility. The Transfer Station will remain in operation after opening of the MWPF in order to transfer out residue produced there, along with non-processible waste (e.g., household garbage) and C&D materials.

Most readily a C&D processing facility could open at the northern material management facility site as well. Typically, 60 to 90 percent of C&D materials can be diverted from disposal. The residue from the C&D processing can be transferred out via the transfer station; therefore, the C&D processing facility can open as soon as the transfer station opens. There is sufficient space at the site and, as mentioned, the economics of the system are improved whenever the tonnage that needs to be transferred out can be reduced, due to the costs associated with transportation. The C&D processing facility would be hosted at the site but should be operated as a public/private partnership. This is both the simplest approach and the most equitable, since the economic benefit of C&D recycling to ratepayers is indirect and limited. The private sector partner would also be responsible for transfer of commodities to buyers.

The northern materials management facility site could likely also host an organics processing facility, such as a composting operation, if the County or authority wants to initiate one. A more complex organics facility could be another public/private partnership; a simpler operation of grinding and aerated static piles could be a County or authority operation. The organics facility could be designed to accept whatever organics the MWPF is able to sort out, in addition to other organics source-separated by generators in the County. Brush and woody waste could be processed at the C&D facility, allowing the organics facility to focus on leaves, grass, and/or commercial food waste.

5.4.3 Community Convenience Centers

If more residents in the unincorporated areas receive curbside waste collection services (see Section 5.5, below), some of the recycling centers could be closed and the remaining ones could be improved.

5.4.4 Middle Point Landfill

Residents of the County near the Middle Point Landfill have complained about operations at the facility affecting their quality of life for decades. In the early 2000s, the landfilling of sewer sludge from Davidson



County brought an onslaught of complaints about odor, and the process was discontinued in 2005.⁹ Citizen groups have organized efforts¹⁰ like “Stop the Stink,” and in February 2018, casual observations outside the fence line included strong odor from the working face of the landfill and dust and dirt along Jefferson Pike deposited by vehicles exiting the facility with dirty wheels.¹¹ In June 2018, TDEC issued a notice of violation (NOV) to Middle Point Landfill after an inspection found multiple landfill leachate breakthroughs, where leachate was entering drainage ditches, and improper initial cover of waste at the end of the working day. Wording in the NOV indicates these are ongoing issues, using language like “once again,” and “still peeling back and not being fixed.”

Middle Point is the busiest landfill in Tennessee¹² and could get even busier as landfills in the surrounding regions are closing soon, too.¹³ As closure is anticipated and projected to occur in 2027, the County should start progressing toward developing its plan to process solid waste and manage materials in conjunction with the City of Murfreesboro’s anticipated southern facility.

5.5 Securing Waste Disposal Capacity for the Future

The transfer stations detailed in this 10-yr Planning Document will be part of a system to transfer waste long distances for disposal, mostly likely in northern Alabama, such as the Arrowhead Landfill in Uniontown or perhaps the WTE facility in Huntsville.

As the owner of the transfer station, either the County or the solid waste authority will become the owner of the materials delivered to it. That agency will then solicit disposal capacity from one or more appropriate facilities for proper disposal. **Figure Error! No text of specified style in document.-14** shows the waste types and the facilities for which the County or authority would need to secure capacity.

MSW	Unprocessed Recyclables	C&D Materials
<ul style="list-style-type: none">•Subtitle-D landfill•Waste-to-energy	<ul style="list-style-type: none">•MRF•MWPF	<ul style="list-style-type: none">•Processor/Recycler•Debris landfill

Figure Error! No text of specified style in document.-14 – Facility Contracts Needed by Material Type

The County or the authority will negotiate long-term contracts with the facilities. The more tons that can be guaranteed, the better the price can be.

⁹ “How did we end up with Middle Point Landfill?” Murfreesboro Post, June 12, 2007; retrieved July 31, 2018. https://www.murfreesboropost.com/news/how-did-we-end-up-with-middle-point-landfill/article_754b4dab-671c-5348-aea4-a42b615befd6.html

¹⁰ <https://socm.org/stopthestink/>

¹¹ GBB Solid Waste Consultants made these observations while driving to the Rutherford County Landfill site.

¹² *2018 Remaining Life Survey: Sanitary Landfills in Tennessee*; State of Tennessee Department of Environment and Conservation, Division of Solid Waste Management; April 2018.

¹³ “FY2016 Rutherford County Solid Waste Needs Assessment,” prepared by the Greater Nashville Regional Council for the Tennessee Department of Environment and Conservation.



6 Transition to Future System

To transition from the current system in the County that is reliant a private landfill that will close in 6-8 years to a system with expanded, comprehensive service and access to more comprehensive collection services, long-term disposal and processing facilities, Rutherford County and its municipalities will need to have a high level of interlocal cooperation; long term planning and leadership; and, the financial agility that comes from stable, dedicated funding.

6.1 Organization and Leadership

As alluded to and described throughout this 10-yr Planning Document, the mission of the future solid waste management system will be to provide solid waste planning, administration, and services, and, protect the environment. The organization's ambition, or vision, would be to meet and exceed the solid waste goals of the Tennessee State Solid Waste Management Plan on a local level.

6.1.1 Rutherford County Government Partnership

If the County leads solid waste planning and financing for the Rutherford Municipalities, the first step will be a memorandum of understanding (MOU) with each partner. In the MOU, the municipalities and the County will pledge their participation in the new system. This pledge would include descriptions of how financial contributions would proceed, to fund the effort. The types of services to be provided by the County to the partner(s) would be described, and the duration of the relationship could be named.

6.1.2 Rutherford County Solid Waste Authority

A solid waste authority could be created pursuant to the Tennessee Solid Waste Authority Act of 1991 (Title 68, Chapter 211, Part 9). The initial partnership to create the Authority could be established by an MOU among the founding members. The contents of the MOU could include the founding mission, vision, and scope of work for the Authority, to be further refined by the Board of Directors and the executive staff. The MOU would also adopt for the organization the bylaws required by the state enacting law. Accordingly, once the authority is created, a Board of Directors would be appointed. Representation on the Board of Directors from each of the entities in the authority would depend on which governing entities are founding members. A Board of seven to nine members is recommended. Each member organization is required to have at least one representative, although two is preferable; no one member should have more representatives than the other members, combined.

The Board of Directors would hire staff, such as an Executive Director among others, to manage the day-to-day activities of the authority. Elements of the new system could be provided through public-private partnerships. Examples include detailing staff from the County or the City to the Authority; renting or otherwise provided office space and other business tools to the Authority; and, contracting services on behalf of members.

As part of creating the Authority, a name must be chosen. According to the Tennessee Solid Waste Authority Act of 1991, the name of the authority must be inclusive of the County and all political subdivisions within the County. It is suggested that the words "Stones River materials management authority" be used, to reflect an integrated approach to solid waste management.

6.2 Funding and Financials

To govern and implement a new solid waste management system in Rutherford County, including the municipalities, a new governance structure is needed. The MOUs to assign leadership to the County or interlocal agreement to create a solid waste authority would include funding arrangements. If the county

were the leader, financial management would be in compliance with other departmental standard operating procedures. If an authority were created, standard financial management procedures in compliance with accounting principles and all laws would be put in place as part of setting up the organization.

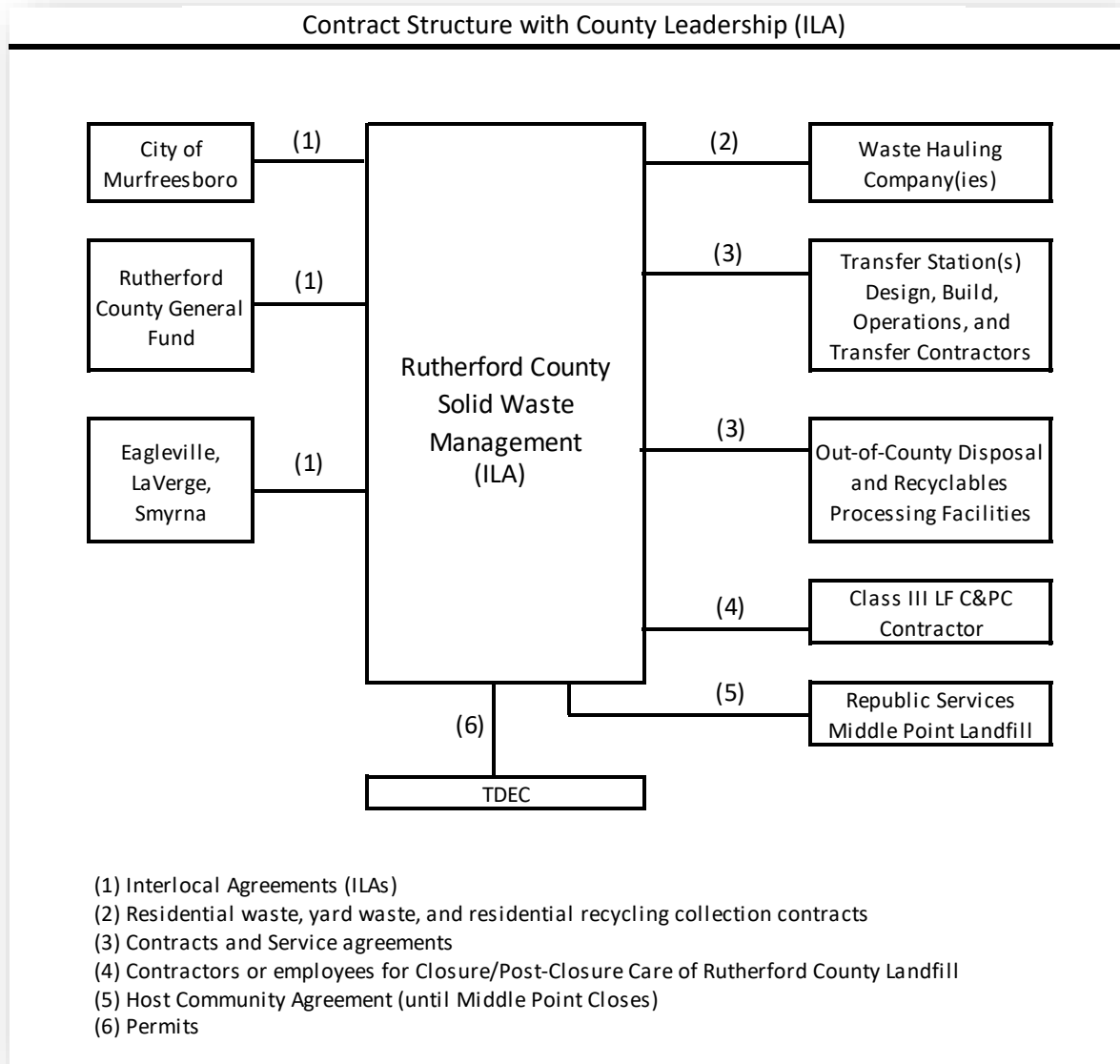


Figure Error! No text of specified style in document.-15 – Sample Contract Relationships with Rutherford County Providing Solid Waste Leadership

Figure Error! No text of specified style in document.-15 shows how the financing might work with the County providing the leadership, serving as the contractual and financial “hub” of the system.

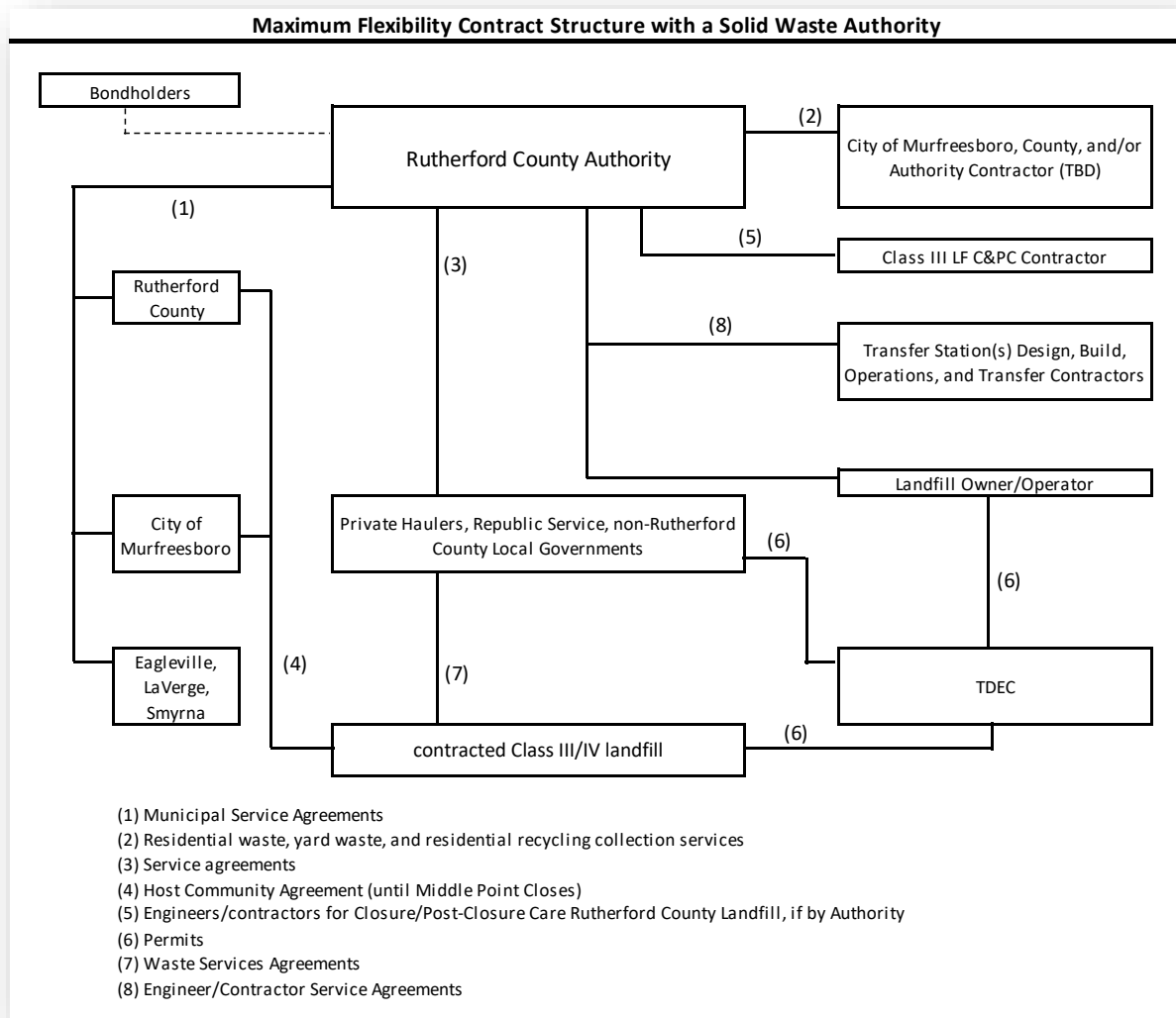


Figure Error! No text of specified style in document.-16 – Sample Contract Structures of a Solid Waste Authority

Figure Error! No text of specified style in document.-16 provides an illustration of how an authority would serve as the contractual and financial “hub.” Agreements with various vendors and agencies isolate the municipalities and the County government from direct involvement while providing top-level planning and management.

6.3 Facilities and Services

Figure Error! No text of specified style in document.-17 illustrates the set of synchronized services that would be available to all the County residents and businesses in a new system fully implemented.



Drop-off Services

All residents can use community convenience centers for recyclables, household trash, and bulky waste

All residents can bring yard waste and tires to the Rutherford County landfill, the West Fork Materials Management Facility, or possibly community convenience centers

All residents can bring household hazardous waste (HHW) to special collection events or certain community convenience centers

Curbside Collection

Residents in the unincorporated areas receive curbside trash, recyclables, and bulky collection; yard waste collection is optional

Residents of City of Murfreesboro receive curbside trash, recyclables, bulky, and yard waste collection

Residents of the other municipalities receive curbside trash, recyclables, bulky, and yard waste collection (to-be-determined)

Facilities

Southern Materials Management Facility: Transfer Station, possible recyclables drop-off center

East Fork Materials Management Facility: Transfer Station, MWPF, possible C&D Processing Facility, possible Organics Processing Facility

Community Convenience Centers: drop-off service for recyclables, household trash, bulky waste; possibly HHW and tires

Other Solid Waste Activity

Solid Waste planning is unified, with the unincorporated areas and each city or town participating in the Max-Flex system to standardize services and secure disposal

Rutherford County Government or an authority secure disposal capacity and recyclables processing at one or more out-of-county facilities and provide transfer capacity to get there

Outreach and education are dynamic, providing a solid universal message to all residents about how to participate in the system easily and properly

Figure Error! No text of specified style in document.-17 – Description of Services to be Provided by Potential Solid Waste Authority

6.4 Costs and Other Socioeconomic Factors

6.4.1 Facility Costs

Transfer Stations and Mixed Waste Processing Facility

As described in Section 5.4.1 and Section 5.4.2, a transfer station would open in 2024-2026 at a southern site and a transfer station and at a northern site that would open in the timeframe of FY2027. Each transfer station will have sufficient bays and capacity to transfer out MSW, source-separate recyclables, and C&D waste.

In 2030, a MWPF would open at the northern site, working in tandem with the transfer station to process source-separated recyclables and processible MSW to recover value and reduce tons to be transferred out for disposal. **Figure Error! No text of specified style in document.-18** summarizes the cost estimates. For notes and assumptions, see the bulleted lists below the figure.

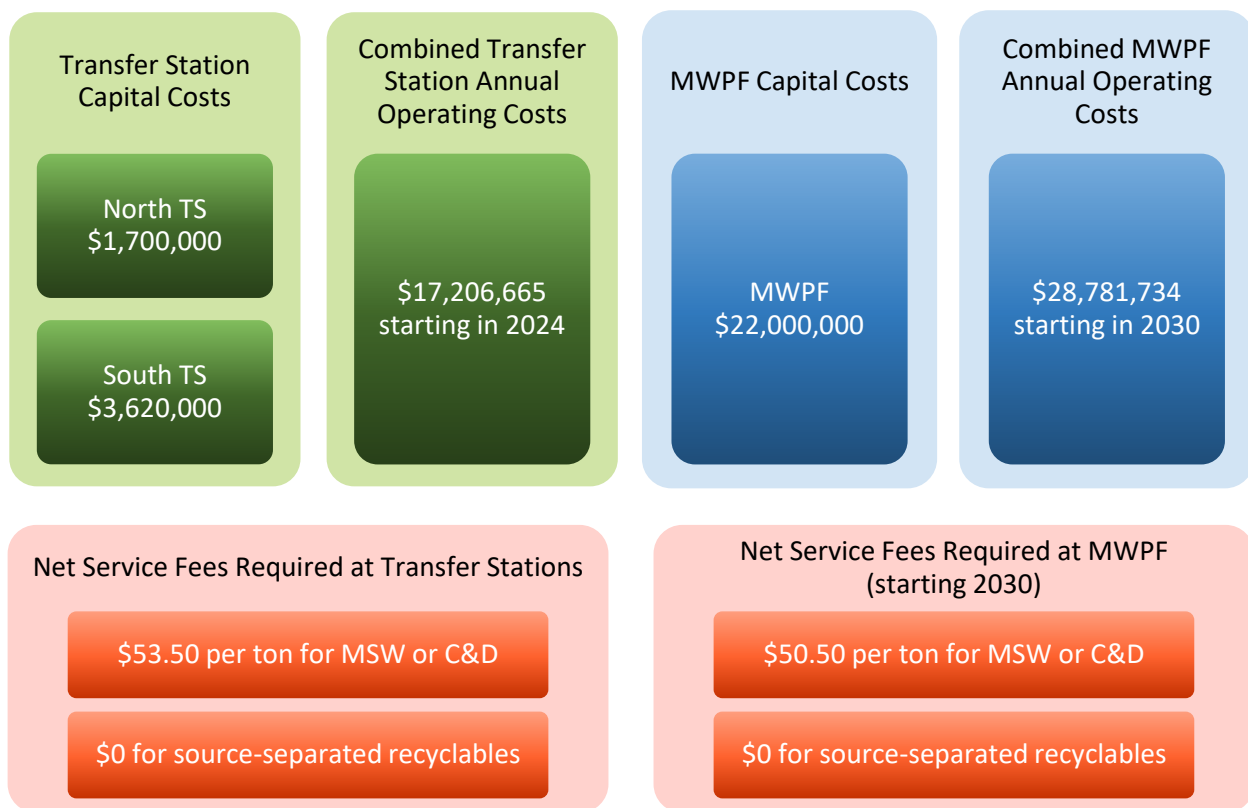


Figure Error! No text of specified style in document.-18 – Estimated Capital and Annual Operating Costs for Materials Management Facilities

The estimates in **Figure Error! No text of specified style in document.-18** are based on the following assumptions:

- These costs assume the facilities will be built at a northern and southern location; the northern location would incur \$0 site acquisition costs.
- The County would direct all residential MSW and source-separated recyclables to its facilities via the consolidated and synchronized curbside collection program. Other customers would include both residential and non-residential self-hauling customers; smaller private haulers; and any other waste collectors or generators from within the County that choose to deliver material there.
- The County would seek contracts and relationship with haulers to encourage most or all source-separated recyclables to be delivered to the transfer station and, ultimately, the MWPF.
- The projected tonnages of MSW used to calculate these costs are based on previous years' reports of waste reported as being generated in the County, along with trash tons delivered to the Recycling Centers.
- The tonnages of source-separated recyclables used to calculate these costs are based on successful implementation of new curbside recycling programs,¹⁴ with composition assumed from recent regional waste analysis data.¹⁵
- The tonnage of C&D used to calculate these costs was extrapolated from tonnage previously delivered to the Rutherford County Landfill.

¹⁴ Assumes 200 pounds of source-separated recyclables per person per year.

¹⁵ 2018 Composition data from Nashville Davidson County waste study.



Items of note about the costs:

- These tonnage assumptions are based on creating a replacement for Middle Point Landfill. Although the likely destination of any ton cannot be presumed, this gives an idea of the scale of replacing Middle Point Landfill as a destination for waste collected in Rutherford County.
- Approximately 94 percent of operational costs at the transfer stations is for transfer and disposal.
- Approximately \$10 million worth of commodities can be recovered by the MWPF starting in 2030, which makes the operation of the MWPF comparable with that of the transfer stations.
- The “Net Service Fee” is the tip fee required on incoming MSW and C&D to cover the costs of the system, including hauling and disposal. A \$0 fee was used for source-separated recyclables.¹⁶

The capital cost estimates for both facilities also include the following parameters:

- The southern materials management facility would be approximately 25,000 square feet under roof and would process about 10 percent of the total waste generated (28,273 tons per year of MSW, 4,032 of recyclables, and 2,580 tons of C&D).
- The northern materials management facility would be approximately 45,000 square feet under roof and would process about 90 percent of the total waste generated (254,456 tons per year of MSW, 36,292 of recyclables, and 23,222 of C&D).
- The equipment stock at the facilities would include 2 large loaders to deposit waste in trailers (CAT 950 or similar) and 2 skid steers with sweepers.

The operating cost estimates for each facility includes the following parameters:

- MSW was assumed to go to a landfill in Alabama, with a roundtrip trucking distance of 225 miles.
- C&D was assumed to go to go to a regional debris landfill in Tennessee with a roundtrip trucking distance of 140 miles.
- Recyclables were assumed to go to a MRF in the region near Nashville with a roundtrip of trucking distance 90 miles.
- The cost per mile for transport ranges from \$2.50 per mile to \$3.00 per mile, depending on distance (longer trips are cheaper).
- The County or the authority would hire a trucking company for the transfer driving and equipment.
- Jobs created for the facilities include nine positions, including managers, administrators, scale attendants, and loader operators.

Debt service and revenue assumptions:

- All capital is financed for 20 years at a 4.5% lending rate.
- The assumed tip fee to be paid both for MSW and C&D at their destinations was \$30 per ton.
- The materials recovered by the MWPF will result in approximately 12 tractor trailers of MSW being reduced per day, resulting in significant hauling savings.

¹⁶ Typically, a tipping fee of \$0 for recyclables has been used in assumptions such as these. This is to encourage facility customers to support recycling. The operational costs associated with receiving and transferring the recyclables are paid for by a portion of the MSW tipping fees. At present, worldwide commodity importation markets are experiencing great change. Many public facilities are charging processing fees for recyclables. In the future, a tipping fee might need to be charged at the transfer station for commercial haulers to deliver recyclables; however, at this point in time, that amount could not be reasonably estimated.



- The MWPF will create almost 100,000 tons of high quality of fossil fuels at a regional boiler facility, which is a source of revenue to offset costs, also.

Community Convenience Centers

It is estimated that construction of a community convenience center in the County similar to the Harmon, Agat, or Molojloj facilities described in Section 5.4.3, with easy-to-use deposit areas and safely designed traffic control, would cost approximately \$1.4 - \$1.9 million. The wide range comes from differences in site conditions and whether or not an HHW facility would be included. These estimates are based on actual costs from Guam, correcting for economic variations between a remote Pacific Island and Middle Tennessee. These estimates also exclude construction of a truck wash, and do not include any land acquisition costs.

6.4.2 Curbside Collection Costs

Consolidating and synchronizing collection services across the County is partly intended to derive benefit from economies of scale, as described in Section 5.5. The more tons of waste that flow into the future Max-Flex system, the lower the cost per ton at the transfer station(s). As the transfer and disposal costs at the transfer station(s) could be as much as 50 percent of the customer cost, this is very important for mitigating rates. Furthermore, adding units to the customer base can reduce costs per customer—i.e., the operating cost of a collection truck for one day is only marginally different if it stops at 500 houses or 800 houses, but with more stops, that operating cost is spread out among customers. The exception is if very remote customers are added, the drive time between customers and collection areas increases average per customer costs. As such, the estimates herein are based only on residential customers with a minimum housing density.

A solid waste authority is generally responsible for long-term solid waste management for a County or multiple municipalities within a localized region. Responsibilities consist of:

- establishing the necessary infrastructure such as transfer stations, landfills and/or recycling facilities to service the participating municipalities.
- contracting with private companies to provide necessary collection, transfer, disposal and/or recycling services.
- managing the contracts and selected contractors.
- establishing an organizational structure to manage the solid waste management system; and
- achieve the system's legal and financial objectives and goals.

The organizational structure may consist of the following positions.

- Director
- Controller
- Solid Waste Manager
- Solid Waste Engineer
- Recycling coordinator
- Customer Representatives
- Billing and administrative support positions
- Field inspectors

There are multiple elements of the cost structure of solid waste collection and recycling services. Examples of common components of these expenses include:

- Labor & Benefits



- Repairs & Maintenance of Trucks and Equipment
- Tire Repair and Replacement
- Vehicle Operations
- Fuel
- Disposal
- Facilities
- Safety and Insurance
- Administrative and Billing
- Accounts Receivable Management and Bad Debt Reserve
- Other Miscellaneous Expenses
- Legal Support

The costs associated with providing the solid waste collection and recycling services are tracked and categorized into the above components to determine the unit costs associated with each service and the total cost of providing the services. The individual cost items and the total cost are then divided by the total number of units receiving the services during a designated period resulting in the calculation of the of a per unit service dollar value such as dollars per household per month or year.

Table Error! No text of specified style in document.-1 – Sample Breakdown of Collection Operating Costs by Operational Area

Operational Area	Percentage of Total Operating Costs
Labor & Benefits	20% to 35%
Repairs & Maintenance	11% to 15%
Tires	2% to 3%
Vehicle Operations & Fuel	10% to 15%
Disposal	30% to 45%
Equipment & Facilities	1% to 2%
Safety & Insurance	5% to 8%
Administrative and Billing	2% to 4%
Bad Debt Reserve	1% to 1%
Interest Expense	4% to 6%
Equipment Depreciation	8% to 12%

The current preponderance of unknown and undecided cost parameters makes calculating collection costs for a synchronized system problematic. Based on surveys of pricing in the Middle Tennessee area, an estimated cost of \$30- \$40/ton for a comprehensive best practice set of collection services is expected

6.4.3 Other Benefits and Impacts

There are two primary benefits of reducing disposal and increasing recycling, beyond cost savings to ratepayers: job creation and environmental protection.

The Institute for Local Self Reliance calculates that each 10,000 tons per year of household recycling generates 25 manufacturing jobs, in addition to 10 MRF jobs. This is as compared to just 1 landfill job created by 10,000 new tons of disposal. An MWPF could create dozens of steady, semi-skilled and skilled labor jobs. The materials and commodities recovered from disposal by the MWPF, in turn, would benefit manufacturers both locally and across the Southeast. The use of recovered feedstocks saves water spent



in manufacturing, reduces greenhouse gas production resulting from landfill disposal, reduces by hundreds of thousands the number of trees harvested to make paper and packaging, and avoids thousands of tons of mining waste from being generated.

6.5 Timeline with Milestones

The deliberation currently undertaken by the Rutherford County Commission reviewing and selecting long-term solid waste disposal and materials management alternatives will determine the specific timeline for advancing the final selected solution. A northern and southern materials management facility is anticipated to be open and in operation prior to the 2027 expected closure of Middle Point Landfill.

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Biosolids Dryer Disconnection at WRRF

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 disconnection task order (disconnect utilities, disassemble equipment, and assist with removal) of the small-scale dryer at the City's Water Resource Recovery Facility (WRRF).

Staff Recommendation

Approve Task Order 21-02, the Dryer Demolition at the WRRF's Biosolids Facility, by John Bouchard & Sons Co.

Background Information

In 2019 the Department contracted with Gryphon Environmental, LLC for the installation of a small-scale dryer at the WRRF. The project was to demonstrate the dryer's capacity to produce Class A EQ biosolids from the WRRF's dewatered sludge while meeting performance metrics. Ultimately, the installation did not meet several key requirements. In this case, the Department has the right to a refund for the dryer.

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 beautiful scenery, thriving aquatic life, and safe recreational use by the public.

Fiscal Impact

The Dryer Demolition at the WRRF's Biosolids Facility is requested to be funded from the Department's working capital reserves in the amount of \$14,657.

Attachments

Task Order 21-02



...

TASK ORDER NO. 21-02

March 29, 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

Biosolids Dryer Demolition at Sinking Creek WWTP

Task Order No. 21-02***Biosolids Dryer Demolition******Murfreesboro Sinking Creek Waste Water Treatment Plant*****BACKGROUND**

JBS has been asked to provide a task order for the removal assistance of the pilot-scale Biosolids dryer. We include disassembly/disconnection of the various utilities that JBS installed during the dryer installation. Scope includes removal of gas, compressed air, water, cooling water, and drainage piping as well as electrical and ductwork demolition. We assume that the dryer manufacturer will be onsite and will physically dis-assemble and remove their equipment. We include one week for five men (two pipefitters, one electrician, and two apprentices) in addition to a dumpster and scissor lift rental.

SCOPE OF WORK

Labor and materials by JBS to demolish the utilities for the dryer as described above.

FISCAL IMPACT**Project 21-02 Biosolids Dryer Mechanical & Electrical Demo**

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	8	\$75.00	\$600.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)	6	\$67.00	\$402.00
Superintendent (OT)		\$100.50	\$0.00
Pipefitter/Welder (RT)	80	\$52.00	\$4,160.00
Pipefitter/Welder (OT)		\$78.00	\$0.00
Sprinkler Fitter (RT)		\$44.00	\$0.00
Sprinkler Fitter (OT)		\$66.00	\$0.00
Electrician (RT)	45	\$52.00	\$2,340.00
Electrician (OT)		\$78.00	\$0.00
Apprentice/Helper (RT)	85	\$37.00	\$3,145.00
Apprentice/Helper (OT)		\$55.50	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
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	125	\$15.00	\$1,875.00
Scissor Lift	40	\$19.00	\$760.00
Skid Steer		\$25.00	\$0.00

Materials & Subcontractors		
Electrical Materials		\$250.00
Mechanical Materials		\$500.00
Dumpster Rental		\$500.00
Markup on Material & Subcontractors	10.00%	\$125.00

TOTAL ESTIMATE**\$14,657.00**

Contractor:

John Bouchard and Sons Company

City:

City of Murfreesboro

By: David Proctor IV

By: _____

Name: David ProctorName: Shane McFarlandTitle: Project ManagerTitle: MayorDate: 3/29/21

Date: _____

Approved as to Form:

DocuSigned by:

Adam F. Tucker43A203556159401
Adam F. Tucker, City Attorney**CONTRACTOR NOTICE CONTACT INFORMATION****CITY NOTICE CONTACT INFORMATION**

John Bouchard and Sons Company

Murfreesboro Water and Sewer Dept.

Mailing address 1024 Harrison St.
Nashville, TN 37203Mailing address 300 NW Broad St.
Murfreesboro, TN 37130Phone number 615-256-0112Phone number 615-890-0862Fax number 615-256-2427Fax number 615-896-4259Company Contact David ProctorCompany Contact Darren GoreE-mail David.Proctor@jbouchard.comE-mail dgore@murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: MR Systems Master Services Agreement Amendment 1

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

Amendment #1 to MR Systems, Inc. Master Services Agreement (MSA).

Staff Recommendation

Approve amendment 1 to the Master Services Agreement (MSA) with MR Systems, Inc.

Background Information

MR Systems, Inc. has provided the Department professional services for over 13 years and was integral to both the Water Plant and Water Resource Recovery Facility upgrades during that time.

The MSA stated that the contract was effective for a 3-yr period and that the parties may extend or renew the agreement by written instrument establishing a new term. The attached amendment 1 extends the agreement for an additional 3-years with updated standard hourly rates.

Council Priorities Served

Responsible budgeting

The use of a professional services master services agreement for controls and integration affords the water resources department the most effective and efficient means to maintain our critical collection and treatment processes (e.g., pump station and plant operations).

Fiscal Impact

There is no fiscal impact associated with approving the amendment to MR Systems, Inc. MSA.

Attachments

Amendment 1 to the AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES for Renewing the Master Services Agreement



Amendment 1

To the AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

For Renewing the Master Services Agreement

This Amendment made and entered into by and between **CITY OF MURFREESBORO**, hereinafter called the "OWNER" and **MR SYSTEMS, INC.**, hereinafter called the "ENGINEER," shall be incorporated into and become a part of the Master Services Agreement between Owner and Engineer for Professional Services entered into by the parties hereto on the 4th of April 2018, (the "AGREEMENT").

PURPOSE

This Amendment authorizes and directs the ENGINEER to proceed in providing to the OWNER professional engineering services and materials as outlined in the Master Services Agreement and renews the contract for another 3 years.

COMPENSATION

As consideration for providing the services enumerated within Exhibit A of this Amendment, the OWNER shall compensate the ENGINEER in accordance with the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed Amendment 1 as a part of the

"Agreement between Owner and Engineer for Master Services Agreement - Task Order Edition" on this, the Nth day of April, 2021.

Amendment 1 – Term Renewal

MR SYSTEMS, INC.

By: _____

Printed: _____

Title: _____

WITNESS:

By: _____

Printed: _____

Title: _____

CITY OF MURFREESBORO

By: _____

Printed: _____

Title: _____

WITNESS:

By: _____

Printed: _____

Title: _____

Approved as to Form:

Adam Tucker, City Attorney

Amendment 1 – Term Renewal

EXHIBIT A – Standard Hourly Rates Schedule

Labor Classification	Weekdays (M-F) (\$/hour)	Weekends/ Holidays (\$/hour)
Project Manager	160.00	210.00
Client Manager	160.00	210.00
IT Engineer	151.00	207.00
PLC Applications Engineer	151.00	207.00
HMI Applications Engineer	151.00	207.00
Design Engineer	146.00	203.00
Field Service Engineer	135.00	203.00
Electrician	135.00	203.00
Admin and Clerical	102.00	140.00

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Oakleigh Sewer Pump Station Replacement-JBS Task Order 21-03

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Replace the Oakleigh Sewer Pump Station (SPS) through the John Bouchard & Sons (JB&S) Mechanical/Electrical Services Contract, Task Order 21-03.

Staff Recommendation

Approve JBS Task Order No. 21-03 for the replacement of this pump station in an amount not to exceed \$273,890.

Background Information

The Department has an existing pump station within the Oakleigh Subdivision, PS#37. This pump station was originally built in 1997. The age of this station is not that old relative to other stations in the system however, there are several issues with this station that will be cheaper to replace new than it would be to rebuild and/or renovate. One example of this is that the access to the wetwell is inside the housing of the pump station. Getting the pump nozzle from the vacuum truck inside the housing to pump/vacuum out the wetwell is not possible without completely removing the building, which is already in disrepair, as it is rotted away around the base. A maintenance tech could take a hose to spray water into the wetwell which might help to clean the wetwell utilizing the pumps but this requires personnel to be inside of the station, and at the same time the fumes from the wetwell during cleaning are trapped in the housing too. This set up is also not optimal when trying to bypass pump the station should this be necessary during an emergency.

Other issues are the concrete base/foundation for the pumps and housing has cracked in multiple locations and settled and the control panel is outdated and in need of upgrade.

Council Priorities Served

Responsible budgeting

There is a yearly \$250,000 Sinking Fund for Lift Station replacements listed in the 5-year CIP.

Expand infrastructure

Repair of infrastructure meeting the end of its useful life ensures appropriate levels of service to water resource customers.

Fiscal Impact

The cost for replacement of this SPS, not to exceed \$273,890, will be paid from Working Capital Reserves.

Attachments

JBS Task Order No. 21-03



...

TASK ORDER NO. 21-03

April 12, 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

Oakleigh Pump Station

Task Order No. 21-03***Oakleigh Pump Station*****BACKGROUND**

JBS has been asked to provide a task order estimate for the replacement of the Oakleigh Pump Station pumps, building foundation, and the enclosure/building itself. We have made several site visits and have based our scope on the available plan sheets and site visit observations. The pump and enclosure were selected by Southern Sales and the quote/cutsheet is attached for reference. JBS will install a 4" bypass connection with insertion valve downstream of the pump station, install a bypass pump in the wetwell, demolish the existing building and pump, demolish the existing foundation, install a precast concrete slab, set the new pump station, and connect to electrical/mechanical, test run, install the new enclosure, remove the bypass pump, and perform factory startup of the new station.

SCOPE OF WORK

Labor and materials by JBS to replace the existing pump station as described above.

FISCAL IMPACT**Murfreesboro Oakleigh Station Rehab**

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	80	\$75.00	\$6,000.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)	16	\$67.00	\$1,072.00
Superintendent (OT)		\$100.50	\$0.00
Sprinkler Fitter (RT)		\$44.00	\$0.00
Sprinkler Fitter (OT)		\$66.00	\$0.00
Electrician (RT)	24	\$52.00	\$1,248.00
Electrician (OT)		\$78.00	\$0.00
Machine Shop Millwright (RT)	700	\$60.00	\$42,000.00
Machine Shop Millwright (OT)		\$90.00	\$0.00
Laborer - Unskilled (RT)		\$23.00	\$0.00
Laborer - Unskilled (OT)	700	\$34.50	\$24,150.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$15.00	\$0.00
Variable Reach Forklift		\$27.00	\$0.00
Pickup Truck	200	\$15.00	\$3,000.00
15 ton Boom Truck*	36	\$115.00	\$4,140.00
30-50 Ton RT Crane*		N/A	
80 Ton Crawler Crane*		N/A	
3" Submersible Pump		\$12.00	\$0.00
6" Hydraulic Pump		\$17.00	\$0.00

Materials & Subcontractors		
Electrical Supplies, Excavation, Hot Tap & Valve, Misc. Pipe Fittings, Concrete, Dumpster, Misc Material		\$41,400.00
Bypass Pump		\$6,000.00
Pump Skid & Enclosure (Building)	S. Sales	\$127,400.00
Markup on Material & Subcontractors	10.00%	\$17,480.00

TOTAL ESTIMATE**\$273,890.00**

Contractor:

City:

John Bouchard and Sons Company

City of Murfreesboro

By: David Proctor IV

By: _____

Name: David ProctorName: Shane McFarlandTitle: Project ManagerTitle: MayorDate: 4/12/21

Date: _____

Approved as to Form:

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

John Bouchard and Sons Company

Murfreesboro Water and Sewer Dept.

Mailing address 1024 Harrison St.
Nashville, TN 37203Mailing address 300 NW Broad St.
Murfreesboro, TN 37130Phone number 615-256-0112Phone number 615-890-0862Fax number 615-256-2427Fax number 615-896-4259Company Contact David ProctorCompany Contact Darren GoreE-mail David.Proctor@jbouchard.comE-mail dgore@murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: WRRF Precast Fascia 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

Consider approval of precast fascia replacement for several buildings at the Water Resource Recovery Facility by Williams Restoration & Waterproofing, Inc.

Staff Recommendation

Approve the replacement of the WRRF's precast fascia by Williams Restoration & Waterproofing, Inc.

Background Information

Maintenance Staff determined that the over 20-year-old precast fascia of the WRRF's Post Air, Sand Filters, Clarifiers, Carrouseles, and Pretreatment buildings needed to be replaced. Advice was sought from several contractors and the replacement was budgeted in the Department's capital improvement plan.

The City's Purchasing Department issued an Invitation to Bid with a bid opening on April 5, 2021. Williams Restoration & Waterproofing, Inc. provided the only bid. L & L Contractors and Lovell's Masonry, Inc. gave partial quotes for this work and both were notified about the ITB. However, neither submitted a response.

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 beautiful scenery, thriving aquatic life, and safe recreational use by the public.

Fiscal Impact

The cost of the precast fascia work, \$148,500, is funded by the Department's Rate Funded Capital Budget and is under the budgeted amount.

Attachment

Contract with Williams Restoration & Waterproofing, Inc.

**Agreement
for
Precast Fascia Work**

This Agreement is entered into and effective as of the ____ day of _____ 2021, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Williams Restoration & Waterproofing, Inc.**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-18-2021 – Precast Fascia Work issued 03/18/2021 (the "Solicitation");
- Contractor's Proposal dated 04/05/2021 ("Contractor's Proposal");
- Contractor's Price Proposal dated 04/05/2021 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor shall provide the City with Precast Fascia Work in accordance with the Contractor's Proposal dated 04/05/2021 and the City ITB dated 03/18/2021, and Price Proposal.
- b. Supervision and Superintendence of Work.
 - i. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 - ii. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 - i. Contractor will provide competent, suitably qualified personnel to perform the work as set forth in Contractor's Proposal dated _____. The Contractor will at all times maintain good discipline and order at the site.
 - ii. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation and completion of the work.
 - iii. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

- d. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.
- e. Use of Premises.
 - i. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
 - ii. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.
- f. Safety and Protection.
 - i. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - 1. All employees on the work and other persons who may be affected thereby,
 - 2. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - 3. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
 - ii. Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.
 - iii. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
- g. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
- h. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises

as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.

- i. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
- j. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.

2. Term. The term of this Contract shall be 30 calendar days from issuance of Notice to Proceed (Purchase Order). Contractor's performance may be terminated in whole or in part:

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

3. Price; Compensation; Method of Payment. The price for the goods and other services to be provided under this Agreement is set forth in the Proposal dated 04/05/2021 which reflects a total purchase price of \$148,500. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

4. Work Product. Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the

exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement

5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

6. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

- a. Procure for the City the right to continue using the products or services.
 - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

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

If to Contractor:

Attn: Everett Holzapfel III
Williams restoration & Waterproofing, Inc.
141 Jones Blvd.
LaVergne, TN 37086

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

11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

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

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

CITY OF MURFREESBORO

**WILLIAMS RESTORATION & WATERPROOFING
INC.**

By: _____
Shane McFarland, Mayor

By: _____
Everett, Holzapfel III, President

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: TDOT – Thompson Lane Widening – ELI WA#4 Supplement

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

Staff is seeking approval for the design of the “B” date package submittal to TDOT for the above referenced project.

Staff Recommendation

Approve the WA#4 Supplement with ELI in an additional amount \$233,952.

Background Information

In 2015 the Department received Preliminary Field Review plans and notice that the TDOT was going to reconstruct and widen Thompson Lane. On December 30, 2019, all Utilities received notification to proceed with the engineering necessary to prepare plans, a schedule of working days and cost estimates for the adjustment or relocation of our water, sewer, and repurified water mains that may be in conflict with the reconstruction.

January 22, 2020, the Board approved Engineering Work Authorization #4 (WA#4) under the City’s Master Services Agreement (MSA) with Energy, Land and Infrastructure (ELI) for utility design improvements and relocations in conjunction with the TN Department of Transportation (TDOT) plans to widen Thompson Lane. This approval was only for the initial design or “A” date package submittal to TDOT. Staff is now seeking approval for the design of the “B” date package submittal to TDOT.

Attached is an exhibit showing the areas where the water and sewer are to be relocated. The anticipated bid date is June 2022; however, this depends on funding and right of way acquisition.

The previously approved “A” Date Package was approved in an amount not to exceed \$175,000. The proposal for the “B” Date Package” is attached and is in an additional amount not to exceed \$233,952. The current construction cost estimate for both water and sewer relocations is estimated at \$8.25M.

Based on the Board approved recommendations of the 2007 Financial Conditions Assessment prepared by SSR, all water and sewer improvements associated with new roadway or roadway improvements in the City will be funded from the Department’s working capital reserves account.

Council Priorities Served

Expand infrastructure

Replacing aging water and sewer infrastructure with new pipeline and appurtenances during roadway widenings eliminates the possibility of having to make repairs and disrupting traffic as well as avoids replacement of aging infrastructure after a new roadway is constructed.

Fiscal Impact

The design and construction costs, 408,952 and \$8.25m respectively, will be paid from working capital reserves.

Attachments

1. ELI Work Authorization #4
2. GIS Exhibits



ENERGY LAND & INFRASTRUCTURE

March 24, 2021

Valerie Smith, PE
MWRD Assistant Director - Engineering
220 NW Broad Street
Murfreesboro TN, 37133

Re: Thompson Lane Utility Relocations
"B" Date Submittal Supplement

Dear Ms. Smith,

Energy Land & Infrastructure, LLC (ELI-LLC) is pleased to offer the following supplemental proposal for professional services as needed by the Murfreesboro Water Resources Department (MWRD) for the design of the utility relocations along Thompson Lane from Broad Street (US-41) to Memorial Blvd (US-231) in Murfreesboro, TN. ELI-LLC proposes to provide professional engineering services as outlined in the Master Services Agreement between ELI and the City of Murfreesboro dated February 18, 2018.

The original proposal included professional services for the "A" Date submittal for the water and sewer relocations along Thompson Lane. The "B" Date submittal for these utility relocations is set for February 20, 2022. The construction estimate for the water and sewer relocations is \$8,089,796.00

TDOT Utility Engineering Estimate "A and B" Date Sewer	\$219,195.46
TDOT Utility Engineering Estimate "A and B" Date Water	\$189,756.10
TDOT Utility Engineering Estimate "A and B" Date Total	\$408,951.56
MWRD "A" Date Submittal Approved	\$175,000.00
Requested "B" Date Submittal Supplement	\$233,951.56

ELI-LLC proposed to conduct these additional professional services as outlined in the Work Authorization #4 Supplement for the Thompson Lane Utility Relocations.

We appreciate the opportunity to provide professional services to the Murfreesboro Water Resource Department for this project. If you agree to its terms, please sign and return a copy of the Agreement.

Warmest regards,

ENERGY LAND & INFRASTRUCTURE, LLC

Jay W. Bradley, PE

Attachments



ENERGY LAND & INFRASTRUCTURE

MURFREESBORO WATER RESOURCES DEPARTMENT

**WORK AUTHORIZATION #4 SUPPLEMENT
THOMPSON LANE UTILITY RELOCATIONS**

Under terms and conditions of the Master Services Agreement (Agreement) between ELI-LLC and City of Murfreesboro (OWNER), executed on February 15, 2018.

ELI-LLC will provide the following services for the City of Murfreesboro Water Resources Department under this Work Authorization:

Design of water, sewer and repurified water relocations and improvements necessary to avoid conflicts with the proposed reconstruction and widening of Thompson Lane area between Broad Street (Hwy-41) and Memorial Blvd (US-231) in Murfreesboro, TN

State Project #	75078-2206-54
Federal Project #	STP-M-268(4)
PIN:	115906.00
County:	Rutherford
TDOT Description:	Widen SR-268 (Thompson lane) from 2 to 5 lanes including sidewalks and bike lanes. Interconnect traffic signals into existing fiber optic to provide for coordinated arterial signal system.

1. TDOT "B" Date Submittal
 1. PDF file of detailed color-coded utility relocation plans
 2. PDF file of detailed utility specifications
 3. Completed Utility Item Spreadsheet in Microsoft Excel format
 4. Completed utility individual permit sketches, if required
2. Utility coordination with utilities located within the project area for "B: Date submittal"

Services not included but may be preformed as Additional Services include:

1. Tree survey or landscape design
2. Traffic study
3. Flood study (FEMA)
4. Property appraisals or acquisition
5. Development of NEPA documentation
6. Local, State or Federal permitting
7. Right-of-way exhibits, description and/or property acquisition
8. Contract Bidding Assistance
9. Construction Administration
10. Construction Engineering and Inspection
11. Construction staking for contractor

Compensation:

For services delineated in the scope of this Work Authorization, ELI-LLC will be compensated on an hourly basis according to the attached Schedule of Services and Expenses and Contract Terms and Conditions, not to exceed **\$233,951.56**.

Schedule

Upon authorization to proceed, ELI-LLC will perform the tasks delineated in the Scope of Services outlined above. Delivery schedule is as follows:

- TDOT "B" Date Submittal - Due 02/20/22

ELI-LLC is pleased to present this Work Authorization for Execution by the City of Murfreesboro:

CLIENT EXECUTION

By: _____ Date: _____

Printed/Typed Name: _____ Title: _____

Approved as to Form: _____ Title: _____

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LEGEND

- TOTAL PROPOSED WATER 15,670 LF.
- TOTAL PROPOSED SEWER 13,354 LF.



STATE OF TENNESSEE DEPARTMENT
OF TRANSPORTATION

**RELOCATION
EXHIBIT**

STA. 121+00 TO STA. 133+00
SCALE: 1"= 500'

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Upgrade Thompson Lane Pump Station

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 human machine interface (HMI) and three variable frequency drives (VFD) for Pump Station #10 – Thompson Lane.

Staff Recommendation

Approve sole source purchase from Bertelkamp Automation Inc.

Background Information

Staff is requesting approval to install a new human machine interface (HMI) and three variable frequency drives (VFD) at Pump Station #10 – Thompson Lane. This pump station was last upgraded in 2004 and is not equipped with this newer technology. Most importantly, a variable frequency drive reduces power consumption and wear-and-tear on the pump motor. Without the VFD, the pump operates at a fixed speed which uses a lot of electricity even when the demand for the pump is not at its peak. Additionally, these specific VFD's have a unique auto cleaning function designed to unclog impellers by running the pump in special sequences to free the pump from debris.

Council Priorities Served

Responsible budgeting

By following appropriate sole source procedures, MWRD is exercising responsible procurement of equipment compatible with our existing system.

Fiscal Impact

The total fiscal impact is \$38,353. The amount budgeted for this equipment upgrade was approved in MWRD's Capital Budget FY 2021 under Pump Station Operations – New Equipment in the amount of \$50,000 which is \$11,647 under budget.

Attachments

1. Bertelkamp Automation, Inc. Quote
2. Contract


Bertelkamp Automation, Inc.
 INDUSTRIAL AUTOMATION SPECIALISTS
Quote From:
 Bertelkamp Automation, Inc.- Main
 4716 Middle Creek LN
 Knoxville TN 37921
 USA

Quote Number	Quote Date	Payment Terms	FOB
00062575	3/19/2021	50% Down, 50% Net 30	Destination

Sell Loc: 01

Cust PO: QUOTE

Mark #:

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 MATT POWERS
 MURFREESBORO WATER RESOURCES DEPT.
 ATTN: ACCOUNTS PAYABLE
 300 NW BROAD STREET
 MURFREESBORO TN 37130
 USA
S
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 MURFREESBORO WATER RESOURCES DEPT.
 300 NW BROAD STREET
 MURFREESBORO TN 37130
 USA

SPECIAL TERMS: 50% DOWN PAYMENT, 50% AT SHIPPING

Quote is only valid for 60 Days

LINE	ITEM / DESCRIPTION	QUANTITY UOM	UNIT PRICE DISCOUNT	NET UNIT PRICE EXTENDED PRICE
0010	BLS-Q694 SYSTEM NEMA 12 wall mount pump panel with Mitsubishi PLC, GOT, & QTY3 40 HP drives, Bypass, H/O/A, (3) Clean buttons, UPS UL508A Listed	1.00 EA	30,253.3500	30,253.3500 30,253.35
0020	OFFSITE PROGRAM DEV & STARTUP SUPPORT DEVELOPMENT AND SUPPORT OFFSITE PROGRAM DEVELOPMENT AND ON-SITE START-UP SUPPORT	1.00 EA	7,200.0000	7,200.0000 7,200.00
0030	FEXPDOM1 EXPENSES EXPENSES TRAVEL EXPENSES ESTIMATE FOR LODGING, MEALS, TRANSPORTATION AND TRAVEL TIME. Scope of Work Details NOTE: Installation of control panel, motors, cables and any hardware to be done by plant skilled trades with MEAU supervision. • Design, build and deliver control panel per BOM below. • Develop PLC and GOT programs and applications. • Provide 3 days of on-site start-up support. • All PLC programs will be simple ladder. Hardware platform details located in control panel:	1.00 EA	900.0000	900.0000 900.00

00062575


Bertelkamp Automation, Inc.
 INDUSTRIAL AUTOMATION SPECIALISTS

LINE	ITEM / DESCRIPTION	QUANTITY UOM	UNIT PRICE DISCOUNT	NET UNIT PRICE EXTENDED PRICE
	<ul style="list-style-type: none"> PLC BOM Qty. 1 FX5U-32MR/ES AC BASE UNIT, 16 DC IN / 16 RELAY OUTPUT			
	<ul style="list-style-type: none"> GOT BOM Qty. 1 GT2512-STBA GT25 12.1IN SVGA COLOR TOUCHSCRN, AC			
	<ul style="list-style-type: none"> VFD BOM Qty. 3 FR-F840-00620-3-N6 - VT INVERTER 40HP(SLD), 40HP(LD) 480V			
	<ul style="list-style-type: none"> Misc. Items BOM Circuit Breaker disconnect, MAIN, 200A Door interlocked disconnect handle, rotary style Branch Circuit Breaker Fused control transformer Thermostatically controlled fan & filter cooling Input Line Reactor, 5% 3-contactor bypass configuration Overload relay VFD / OFF / BYPASS selector switch HAND / OFF / AUTO selector switch UPS unit, 120VAC 325W 500VA Contactor pilot relays Lightning Arrestor Power supply, 24V, 120W ETHERNET SWITCH, CC-LINK IE FIELD, 1GBPS Ethernet Cable - Cat 5e Terminals for control wiring - as needed			
	<u>Responsibilities / Assumptions</u> Mitsubishi shall provide / assume: <ul style="list-style-type: none"> Start-up support during normal business hours - Approx. 7am to 5pm. Supply qualified engineers for work/tasks outlined in the scope of work. Supply electrical interconnect drawings for installation as needed. 			

00062575


Bertelkamp Automation, Inc.
 INDUSTRIAL AUTOMATION SPECIALISTS

LINE	ITEM / DESCRIPTION	QUANTITY UOM	UNIT PRICE DISCOUNT	NET UNIT PRICE EXTENDED PRICE
	<ul style="list-style-type: none"> Drawing format for panel will be ACAD. Confirm PLC IO and CC-Link network functionality. Install Control Programs for PLC, GOT and VFD. Commission control programs to provide functional operation. Provide 3 days of on-site start-up support. Service calls outside of normal warranty and start-up issues to be handled on per call basis at \$150.00 an hour. <p><u>Excluded from Mitsubishi Scope:</u> Anything not specifically listed above.</p> <p><u>Murfreesboro Water shall provide / assume:</u></p> <ul style="list-style-type: none"> Hardware installation of panel and/or new components. Wire any existing control devices to control panel. <ul style="list-style-type: none"> Purchase, install and configure Endress + Hauser Pressure Transducer for Wet Well. Run wire & connect the motors from panel mounted VFDs to field mounted motors per supplied installation drawings. Access to equipment for upgrade. Engineering assistant / direction from staff as needed. Assistance for start-up and production. <p><u>Target Schedule</u></p> <p>The Services shall commence after receipt of P.O. and be completed according to an agreed to schedule to be complete by TBD.</p> <p>NOTE: A detailed schedule will be produced by MEAU to include dates, milestones, etc.</p> <p><u>General Clarifications</u></p> <p>1. The current offering is based primarily on the RFQ specification provided by the customer. If additional</p>			

00062575


Bertelkamp Automation, Inc.
 INDUSTRIAL AUTOMATION SPECIALISTS

LINE	ITEM / DESCRIPTION	QUANTITY UOM	UNIT PRICE DISCOUNT	NET UNIT PRICE EXTENDED PRICE
	<p>product information is made available, further refinements to this proposal may be required.</p> <p>2. Mitsubishi Electric will provide a complete working design based upon information provided by the customer, and shall assume no responsibility for inaccurate or incomplete information provided in error.</p> <p>3. Unless otherwise specified, the customer shall be responsible for any host computer controller network communications hardware, software, cabling and installation.</p> <p>4. Mitsubishi Electric will supply all engineering documentation in electronic media only.</p> <p>5. Customer will be responsible to have the equipment built, piped and wired prior to Mitsubishi Electric starting debug on their floor.</p> <p>6. Customer will be responsible to power up the equipment and verify all power voltages (480vac, 120vac, 24vdc) prior to Mitsubishi Electric starting debug on-site.</p> <p>7. Any mechanical / electrical issues that cause delays or rework, will be charged to the customer on a Time & Material basis per Mitsubishi Electric published service rates below.</p> <p><u>Retool / Rework Clarifications</u></p> <p>1. This quotation does not provide for the replacement of worn and/or damaged equipment which is understood to be unaffected by the proposed rework and additions.</p> <p>2. Unrecorded changes on engineering documents which were used to prepare this quotation and which may have an effect on the proposed retrofit equipment may result in a cost impact.</p> <p>3. The electrical controls for this quotation have been formulated based on customer supplied documentation.</p> <p>4. Mitsubishi Electric will provide a complete working design based upon information provided by</p>			

00062575

**Bertelkamp Automation, Inc.**
INDUSTRIAL AUTOMATION SPECIALISTS

LINE	ITEM / DESCRIPTION	QUANTITY UOM	UNIT PRICE DISCOUNT	NET UNIT PRICE EXTENDED PRICE
	<p>the customer and shall assume no responsibility for inaccurate or incomplete information provided in error.</p> <p>NOTE: Should this offer result in a purchase order, only contract changes that adversely affect form, fit, or function will be submitted to the buyer. (Ref. QS-9000 4.4.9 and TE 4.4.9.1)</p>			
			Total Price	38,353.35

Sales Rep(s): Lonnie Puterbaugh

Questions? Phone: 865-588-7691 Jill Hall - jhall@bertelkamp.com Fax: 865-588-9845

Agreement for Purchase of Mitsubishi Wall Mount Pump Panel

This Agreement is entered into and effective as of the 20th day of April 2021, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Bertelkamp Automation, Inc.**, a corporation of the state of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document;
- The City's Purchase Order Standard Terms and Conditions;
- Contractor's Price Quotation 62575 dated March 19, 2021 (the "Price Quotation"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the City's Purchase Order Standard Terms and Conditions; and
- Lastly, Contractor's Price Quotation.

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase, those items and services listed on Contractor's Price Quotation 62575. Items included are a BLS-Q694 wall mount pump panel with Mitsubishi PLC, GOT, and three (3) 40 HP drives, bypass H/O/A, three (3) Clean buttons, UPS; Offsite Program development and startup support; and travel expenses incurred for the installation of the control panel and hardware. All services itemized on Contractor's quote number 62575 (all items and services collectively, the "panel").
2. **Term.** Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Price; Compensation; Method of Payment.**
 - a. The price for the goods and services to be provided under this Agreement is set forth in the Price Quotation 62575 which reflects a total purchase price of **\$38,353.35**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment

represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

- b. Deliveries of all items shall be made within 30 calendar days of purchase order at the Murfreesboro Water Resources Department, 1725 S. Church St., Murfreesboro, TN. Contact Person Matt Powers, tel. 615-642-3299, ext. 3202; email: mpowers@murfreesborotn.gov. Contact person must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Deliveries of all items shall be made as stated in the Contractor's Price Quotation 62575. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Price Quotation 62575.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are as noted in Contractor's Price Quotation 62575.
4. **Warranty.** Contractor warrants for a period of five (5) years after installation that the panel installed by Contractor will conform in all material respects to any descriptions or specifications included in the Quotation and will be free of defects in materials and workmanship. Contractor warrants that all services will be performed in a good and workmanlike manner. Contractor shall do any and all things necessary to ensure that any warranty provided by a manufacturer (including, without limitation, Mitsubishi Electric Automation, Inc.) transfers and inures to the benefit of the City.
5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
7. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

8. Indemnification.

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

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

If to the City of Murfreesboro: City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor: Lonnie Puterbaugh, Technical Sales Engineer
Bertelkamp Automation, Inc.-Main
4716 Middle Creek Ln.
Knoxville, TN 37921

10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
12. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
13. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
14. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
15. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
16. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or

statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

17. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or Quotation 62575 therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
18. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
19. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
20. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
21. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
22. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

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

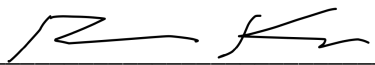
24. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of April 20, 2021 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

BERTELKAMP AUTOMATION, INC.

By:  _____
Brad Klena, Vice President

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Murfreesboro Housing Authority Appointment

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

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

Summary

Appointment to the Public Building Authority

Background Information

The Housing Authority was created in 1950 and has contractual agreements with the U.S. Department of Housing and Urban Development, the State of Tennessee and the City to provide decent, safe and sanitary housing in good repair for eligible families and to utilize all available resources to maximize social and economic opportunities for its residents. The governing body consists of 5 Commissioners appointed for five-year terms.

There is one reappointment and one appointment for approval.

Council Priorities Served

Establish strong City brand

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments:

1. Memo from Mayor McFarland
2. Certificate of Appointment



. . . creating a better quality of life.

May 6, 2021

Members of City Council

RE: Recommended Appointments – Murfreesboro Housing Authority

As an item for the City Council Agenda, I am recommending the following appointments to the Murfreesboro Housing Authority.

Appointment

Sonya Wright filling the expired term of Ricardo E. Jones (term expires May 3, 2026)

Sincerely,

Shane McFarland
Mayor

CERTIFICATE OF APPOINTMENT OF COMMISSIONER
OF MURFREESBORO HOUSING AUTHORITY

WHEREAS, the Murfreesboro Housing Authority has been created and organized pursuant to the provisions of the Public Acts of Tennessee, 1935, Extra Session, Chapter 20, as amended; and

WHEREAS, on the 6th day of May, 2021, Shane McFarland, Mayor of the City of Murfreesboro, appointed Sonya Wright to succeed Ricardo Jones as Commissioner of the Murfreesboro Housing Authority; and

WHEREAS, said term expires on the 3rd day of May, 2021.

NOW, THEREFORE, pursuant to the provisions of the Housing Authorities Laws of the State of Tennessee, as amended, (Public Acts of Tennessee, 1935, Extra Sessions, Chapter 20, as amended), and by virtue of my office as Mayor, I, Shane McFarland, the duly elected, qualified, and acting Mayor of the City of Murfreesboro, Tennessee, do hereby appoint Sonya Wright to succeed Ricardo Jones as a Commissioner of the Murfreesboro Housing Authority for a term of five years from the 6^h day of May, 2021 until the 3rd day of May, 2026, or until her successor is appointed and qualified.

IN WITNESS THEREOF, I have hereunto signed my name as Mayor of the City of Murfreesboro, Tennessee, and caused the Official Corporate Seal of said City of Murfreesboro to be affixed hereunto, this 6th day of May, 2021.

Shane McFarland, Mayor

CERTIFICATE OF MAYOR

I, Shane McFarland, Mayor of the City of Murfreesboro, Tennessee, hereby certify that the foregoing Certificate of Appointment of Commissioner of the Murfreesboro Housing Authority was duly filed by me in the Office of the City Recorder of the City of Murfreesboro, Tennessee, on this 6th day of May, 2021.

MAYOR

CERTIFICATE OF CITY RECORDER

I, Melissa B. Wright, City Recorder of the City of Murfreesboro, Tennessee, do hereby certify that the foregoing Certificate of Appointment of Commissioner of the Murfreesboro Housing Authority was duly filed in my office on this 6th day of May, 2021. I further certify that said Sonya Wright is not an officer or employer of said City.

CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: Solid Waste Planning Board

Department: Administration

Presented by: Mayor

Requested Council Action:

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

Summary

Appointment to the Central Tennessee Region Solid Waste Planning Board.

Background Information

The Central Tennessee Region Solid Waste Planning Membership of the board is designed to provide participation and representation of all local governments within the region whether it is a single county or a multicounty region. This is to ensure all local governments that have solid waste services have a voice on the board.

Council Priorities Served

As part of engaging the community, this will provide at-large citizen representation.

Attachments:

Memo from Mayor McFarland



... creating a better quality of life.

May 6, 2021

Members of City Council

RE: Recommended Appointments – Solid Waste Planning Board

As an item for the City Council Agenda, I am recommending Darren Gore to be the City's representative on the Central Tennessee Region Solid Waste Planning Board.

Sincerely,

Shane McFarland
Mayor

COUNCIL COMMUNICATION

Meeting Date: 05/06/2021

Item Title: CW Mills Grinder Repair Invoice
Department: Solid Waste
Presented by: Russell Gossett, Director of Solid Waste
Requested Council Action:

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

Summary

Request to pay invoice for repairs made to Hogzilla Tub Grinder.

Staff Recommendation

Approval to pay CW Mills invoice for repairs on Hogzilla Tub Grinder.

Background Information

The damage to the tub grinder was caused by concrete and rebar debris placed in a pile of brush. Once the debris went into the tub, extensive damage was done to the teeth and hammers of the grinder. Original estimate for repairs was just under the amount needed for Council approval. After repairs began, other issues were discovered that caused labor and parts to increase to a total of \$26,256.60. CW Mills is the sole source vendor for repairing the Hogzilla tub grinder, and there are funds budgeted to cover the extra costs.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Well-functioning equipment assures the Department is consistently able to respond to the community's needs, provides operational efficiencies, and improves employee safety.

Fiscal Impact

Funding for repairs, \$26,257, is provide by the Department's FY 21 Equipment Repairs and Maintenance operating budget.

Attachments

CW Mills final invoice for repairs.

CW MILL EQUIPMENT COMPANY, INC.
 14 COMMERCE DRIVE
 SABETHA, KS 66534

Invoice ID: 113498
 Date: 4/23/2021
 Page No: 1
 Order No: 021-03330
 F.O.B: SHIPPING POINT

Sold To	Ship To
CITY OF MURFREESBORO FINANCE DEPT. 111 W. VINE ST. PO BOX 1139 MURFREESBORO, TN 37133-1139 EMAIL:jhyatt@murfreessborotn.gov	CITY OF MURFREESBORO FLEET SERVICES MAINTENANCE SHOP 4753 FLORENCE RD. MURFREESBORO, TN 37129 ATTN: TOMMY PH: 615-217-3037 HRS: 7A-4:30P

Customer ID	Customer PO	Payment Terms	Freight Terms
CITMUR	636	Net 30	Freight: Billed
Sales Rep ID	Shipping Method	Ship Date	Invoice Due Date
	C. W. MFG.	4/23/2021	5/23/2021

Quantity					T	Unit	Extended
Ord	Shp	Bck	Part ID	Description	X	Price	Price
14	14	0	1000425	HAMMER		\$445.00	\$6,230.00
26	26	0	1013813	TIP		\$37.79	\$982.54
52	52	0	1010449	NUT		\$3.68	\$191.36
52	52	0	1002248	BOLT		\$4.62	\$240.24
1	1	0	1003034E	MOUNT,SHEARBAR,W/GUSSETS		\$898.00	\$898.00
1	1	0	1002077	SHEARBAR		\$1,125.00	\$1,125.00
18	18	0	1002083B	BOLT		\$5.31	\$95.58
18	18	0	1010449	NUT		\$3.68	\$66.24
1	1	0	1001059	SCREEN		\$1,250.00	\$1,250.00
2	2	0	1000818	SCREEN-RETAINER,TOP		\$98.00	\$196.00
1	1	0	1000815	SCREEN-RETAINER,BTM		\$156.00	\$156.00
6	6	0	1002669	BOLT		\$6.14	\$36.84
6	6	0	1002052	WASHER		\$0.98	\$5.88
6	6	0	1015825	NUT		\$1.52	\$9.12
1	1	0	1000812	SCREEN-TRACK,L-F/R-R		\$385.00	\$385.00
62	62	0	1002269	LABOR,ON-SITE,SERVICE,REGULAR		\$110.00	\$6,820.00
56	56	0	1002271	LABOR,TRAVEL,REGULAR		\$85.00	\$4,760.00
1,386	1,386	0	1002271B3	VEHICLE-MILEAGE,PER-MILE,SERVICE,26K-		\$0.80	\$1,108.80
8	8	0	1006890	MOTEL&MEALS,DAILY-EXPENSE-CHARGE		\$200.00	\$1,600.00
2	2	0	1006890A	DAILY-TRAVEL-CHARGE,NO-LODGING		\$50.00	\$100.00

Order Specifications

ORDER PLACED BY JOEY SMITH
 (615) 642-6567

TWO TECHNICIANS DISPATCHED 4/19 RETURNING 4/23.

If you have questions on how this invoice was calculated, or questions about any of our other products, please contact our sales office.

Please reference this invoice number on your check and remit to: **CW MILL EQUIPMENT COMPANY, INC.**
 14 COMMERCE DRIVE
 SABETHA, KS 66534
 Attn: 113498

CW MILL EQUIPMENT COMPANY, INC.
14 COMMERCE DRIVE
SABETHA, KS 66534

Invoice ID: 113498
Date: 4/23/2021
Page No: 2
Order No: 021-03330
F.O.B: SHIPPING POINT

Sold To	Ship To
CITY OF MURFREESBORO FINANCE DEPT. 111 W. VINE ST. PO BOX 1139 MURFREESBORO, TN 37133-1139 EMAIL:jhyatt@murfreesborotn.gov	CITY OF MURFREESBORO FLEET SERVICES MAINTENANCE SHOP 4753 FLORENCE RD. MURFREESBORO, TN 37129 ATTN: TOMMY PH: 615-217-3037 HRS: 7A-4:30P

Customer ID	Customer PO	Payment Terms	Freight Terms
CITMUR	636	Net 30	Freight: Billed
Sales Rep ID	Shipping Method	Ship Date	Invoice Due Date
	C. W. MFG.	4/23/2021	5/23/2021

Quantity			T	Unit	Extended
Ord	Shp	Bck			
Part ID	Description		X	Price	Price

Sub Total: \$26,256.60

Total Amount Due: \$26,256.60

If you have questions on how this invoice was calculated, or questions about any of our other products, please contact our sales office.

Please reference this invoice number on your check and remit to: **CW MILL EQUIPMENT COMPANY, INC.**
14 COMMERCE DRIVE
SABETHA, KS 66534
Attn: 113498

CW MILL EQUIPMENT CO., INC. – TERMS AND CONDITIONS OF SALE – Except as otherwise expressly agreed in writing and signed by an authorized officer of CW Mill Equipment Co., Inc. ("Seller"), these terms and conditions shall solely govern all quotations covering purchase orders for and sales of products manufactured by Seller or Seller's parent, affiliates and subsidiaries (the "Products") as well as service relating to such Products if applicable, and any provision of the Buyer's order in addition to or inconsistent herewith shall be deemed waived by Buyer. Any acceptance by Buyer of Seller's offer to provide products is limited solely to the terms and conditions contained herein. All orders are subject to acceptance and approval by Seller. If in any way Seller's actions, conduct or silence would otherwise constitute an acceptance of Buyer's order or purchase agreement, any such acceptance is hereby limited to the terms and conditions herein, and is made conditional on Buyer's assent to these additional or different terms and waiver of Buyer's own additional or different terms.

PRICES:

1. Prices quoted are F.O.B. Seller's warehouse unless otherwise stated.
2. Prices quoted are for prompt acceptance and subject to change without notice at any time prior to receipt and acceptance of Buyer's order by Seller unless escalation terms are included heretofore in the quotation. Published prices of the Products are subject to change without notice and will be applied as in effect at shipment.
3. Prices exclude Federal, State or local taxes, use, excise, transportation, occupational or similar taxes. Buyer agrees to pay any such taxes applicable to the sale or use of the Product or, in lieu thereof. Buyer shall provide Seller with a tax exemption certificate acceptable to the relevant taxing authorities. The Buyer shall promptly reimburse the Seller for any such tax advanced or paid by the Seller in respect to such products.
4. Prices are subject to change if; buyer requests product changes or deviations from the specifications quoted after acceptance of buyer's order, or if the cost of production increases more than the 10% allowed in Sales Agreements with a PPI index adjustment clause.

TERMS OF PAYMENT:

1. The purchase price of the Products shall be payable, without deduction of any kind, within such period of time and according to such terms as provided in the invoice. A customer's failure to pay any invoice within defined terms may result in a refusal from CW to provide future sales and/or service including warranted items.
2. If payments are made late, Seller shall impose a monthly service charge which will not exceed one and one half percent (1 ½ %) of the total amount due. Acceptance of such service charge by Seller shall not constitute a waiver of any rights which Seller has because of non-payment by Buyer.
3. Buyer hereby agrees to pay all costs of collection, including reasonable attorney's fees, cost and expenses, and the costs if any, of financial or credit checks or investigations on accounts sixty (60) or more days past due.
4. All payments are to be U.S. funds unless prior written approval is received from CW. Ownership of all cash & non-cash payments shall pass to CW upon receipt with clear ownership title to all forms of approved payment guaranteed by the purchaser that is providing the payment.
5. Any granted credit that is a result of any CW approved product return shall be paid only in the form of a CW customer account credit available for use as payment on other purchases. Any failure by the customer to pay billed invoices within defined terms shall be cause for CW to withhold any warranted item.

TITLE AND RISK OF LOSS:

1. Delivery of the Products to a carrier by Seller, consigned to Buyer, shall constitute transfer of title, ownership, possession and risk of loss or damage to the Products and such carrier shall thereafter be deemed to be acting for Buyer. Seller assumes no obligation whatsoever with respect to damage in transit.
2. All claims for damage or loss after delivery of the Products to the carrier must be made by Buyer to the carrier, but Seller will provide all reasonable assistance in securing a satisfactory adjustment of such claims.
3. New & Unused parts stocked & sold by CW are only eligible for return with prior written approval from CW. Consideration for return of new parts is limited to 30 days from date of shipment for items kept in new, complete, and undamaged condition. A restock fee may be charged by CW in conjunction with any return request. Used, non-stock, custom-made, and/or custom-purchased items are not eligible for return. New grinder units (tub or horizontal) are not returnable. Insurance: After receipt of the Products, Buyer will maintain, as long as any part of the purchase price of the Products remains unpaid or until all servicing of the Products is completed, sufficient insurance in Seller's favor to provide full coverage of damage or loss by fire, theft, negligence of Buyer's employees or other causes. The insurance will also cover tools, testing equipment and other property brought onto Buyer's premises temporarily by Seller's field or service personnel.

DELIVERY AND SHIPPING SCHEDULE:

1. Delivery of the Products shall be as specified in Seller's acceptance of Buyer's order.
2. Seller shall not be liable for unavoidable delays in delivery or service caused indirectly or directly or in any manner by fires, flood, accidents, riots, Acts of God, war, governmental interference, embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or any other cause or causes (whether or not similar in nature to any of those specified herein) either beyond its control or which it cannot remedy without great economic hardship.
3. In no event shall the contract of sale be subject to cancellation by Buyer as a result of delays in delivery or servicing or for any other cause, except by mutual written agreement (see termination and cancellation provisions below).
4. No penalty for late performance may be assessed against Seller unless agreed upon in writing when Buyer's order is placed.
5. Seller shall not be liable for any special or consequential damages as a result of delay in shipment or servicing.
6. Seller reserves the right to make partial shipments and to submit invoices for such partial shipment in accordance with Seller's standard terms.

CW MILL LIMITED WARRANTY INFORMATION GENERAL DISCLOSURES: See separate page for specific warranty statement details related to each individual item with a warranty.

1. CW mill warranties, when present, are defined in writing and come with limitations. CW warranties are individual product specific, and warranty arrangements may vary for different items within a sales transaction. CW warranty statements do vary with the specific type of product that is being sold, & some items are sold without any warranty. Customers may make a written request for a copy of the applicable warranty statement related to any warranted product that they are purchasing at any time before or during the warranty period.
2. Warranty related terms, conditions, and limitations are to be defined in the individual written statements. The absence of a written warranty statement associated with an item shall result in a transaction without warranty such that the item is sold AS-IS with no return. All new grinder units that are to be warranted in any way shall have a written, serial number specific warranty statement from CW Mill associated with its sale defining the timeline, machine hour limits, and other limitations. CW Mill's written warranty statements are exclusive & expressly in lieu of all other warranties, written, oral, implied or statutory including but not limited to expressed or implied warranties of merchantability or fitness. In addition, seller shall not be liable for any loss, damage, or injury of any nature, whether direct, indirect or consequential in connection with or resulting from the purchase, use, resale, or sale of output products.
3. There is no warranty on parts subjected to wear, impact, or friction, such as belts, hoses, hammer tips, hammers, screens, rotors, shear bars, mill components, bearings, chains, sprockets, etc. Parts and equipment whose original manufacturer's warranty should apply are also excluded from any available warranty from CW Mill. Any available warranty will be in effect only for those items that are properly maintained and serviced according to the technical data sheet.
4. Warranties for materials, components, and products sourced directly or indirectly from the global market may be limited by the actual point of origin.
5. No warranty is made as to products which have not been installed, used or maintained in accordance with Seller's instructions, or which have been subject to misuse, abuse, accident or alteration or improper or negligent use, maintenance, storage, transportation, or handling.
6. Unless defined in writing & signed by seller, Used, Pre-owned, & Rebuilt Grinders, Parts, & Equipment are sold without Warranty and are sold "AS IS" with no return.
7. Other than HogZilla®, ArmorHog®, DynaHog®, NitroGrif™, and CW Mill™, all other product names, logos, brands, and other trademarks shown or referred to are the property of their respective trademark holders who may not sponsor, endorse, or approve our products or sales materials.
8. CW Mill reserves the right to make changes and / or improvements to its product offering up to the point of shipment and to the end of any applicable warranty period within the confines of applicable quotations and / or sales orders made specifically for the purchaser defining specific product configurations required in the sale. Other product variances may occur between similar past, present, & future units. Product configurations and design standards for all CW Mill products are subject to change without notice. CW Mill design evolution and / or product variance are not cause for warranty upgrade or change unless deemed necessary at the sole judgment of CW.
9. Unless otherwise agreed in writing and signed by the Seller, no warranty is made regarding the fitness of Products for any particular Buyer application or use.
10. Purchaser is responsible for determining and achieving compliance to all regulatory issues that apply to their use of all Products.
11. CW Mill reserves the right to revise any warranty statements that may be pre-packaged with products prior to sale. The applicable warranty statement will be the previously recorded revision closest to the date of associated invoice.

ASSIGNMENT: Buyer shall not assign his order or any interest therein or any rights hereunder without the prior written consent of Seller.

CANCELLATION: Seller shall have the right to cancel an order if at any time Buyer does not strictly comply with all the terms and conditions contained herein or if Buyer's credit standing is any time disapproved by Seller by giving written notice of this decision to Buyer. The notice shall be effective when mailed. Contracts shall not otherwise be subject to cancellation without Seller's written consent. In the event that cancellation of an unfinished contract is accepted in writing by Seller, Buyer agrees to pay without delay the full contract price for all delivered Products, cancellation charges for any unfinished portion of the contract (taking into account actual expenditures by Seller, including, but not limited to, overhead charges) and reasonable profit on the unfinished portion of the contract.

GENERAL: In the event of breach or repudiation by Seller, Buyer shall not be entitled to incidental or consequential damages for loss of use. The transaction between Buyer and Seller shall be governed by the laws of the State of Kansas. No agent, salesman, or distributor has any authority to obligate Seller by any terms, stipulations or conditions not herein expressed. Neither the warranty nor any other provision stated herein entitles Buyer or any third party to damages, direct or consequential for personal injury arising from the installation, operation, servicing or use of the Products and Buyer agrees to assist the Seller and to hold the Seller harmless in effectuation of this provision. Buyer should advise Seller immediately of anything herein which Buyer does not assent to as a term or condition.