

MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
July 8, 2021

PRAYER

Mr. Kirt Wade

PLEDGE OF ALLEGIANCE

Consent Agenda

1. FY 2021 City Manager Approved Budget Amendments (Finance)
2. Public Record Request Policy Revisions (Finance)
3. Professional Services Agreements with Tennis Instructors (Parks & Recreation)
4. Donation of D.A.R.E. Promotional Items to the LaVergne Police Department (Police)
5. Grants of Right-of-Way and Easements to TDOT for Thompson Lane and New Salem Highway (Transportation)
6. FY22 Contract with RTA for Provision of Transit Services (Transportation)
7. Cedar Glade Brews Water and Sewer Connection Fees (Water Resources)
8. Asphalt Purchases Report (Water Resources)
9. Oakleigh Pump Station Replacement Contract Amendment (Water Resources)
10. High Service Pump Station and Membrane Feed Pump Improvements Engineering Task Order Amendment (Water Resources)
11. Renewal of Memorandum of Understanding with MTSU (Water Resources)

Minutes

12. Approval of City Council Minutes June 24, 2021 (Finance)

Old Business

Ordinance

13. Ordinance 21-O-05 Amend City Code to Permit Consumption of Alcohol on Airport Property (2nd and final reading) (Airport)
14. Ordinance 21-O-07 UED and Street Ordinance Merge (2nd and final reading) (Street)

Land Use Matters

15. Ordinance 21-O-15 Rezoning property along Ashers Fork Drive (2nd and final reading) (Planning)
16. Ordinance 21-O-16 Rezoning property along Medical Center Parkway (2nd and final reading) (Planning)

New Business

Resolution

17. Resolution 21-R-21 for Melissa Wright (Administration)

Land Use Matters

18. Sewer Allocation Variance- Memorial Blvd. – Slim Chickens (Planning)
19. Sewer Allocation Variance- Memorial Blvd. – Whataburger (Planning)
20. Scheduling Public Hearings for Annexations (Planning)

On Motion

21. Northfield Elementary Entrance Sidewalk Demo and Replacement Construction Contract Replacement
22. Engineering Task Order for Waste-to-Energy Pro Forma (Solid Waste)
23. Full-Scale Biosolids Thermal Dryer Conceptual Design (Water Resources)
24. Cityworks Asset Management System (AMS Software Licensing (Water Resources)

Licensing

Board & Commission Appointments

25. Greenway Projects Committee (Administration)
26. Board of Electrical Examiners (Administration)
27. Construction Board of Adjustments and Appeals Reappointments (Administration)
28. Appointment to MED Pension Committee (Administration)

Payment of Statements

Other Business

29. Update on Community Investment Citizens Advisory Committee (Administration)

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: FY 2021 City Manager Approved Budget Amendments

Department: Finance

Presented by: Melissa B. Wright

Requested Council Action:

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

Summary

Notification to Council of City Manager approved budget amendments.

Background Information

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

Other General Government

Additional Supplemental Vacation Accrual was not budgeted for the City Attorney. Move \$20,000 from Unforeseen Contingencies to Legal Defined Contribution Plan.

Fire

Equipment purchased for COVID response was determined as ineligible for FEMA reimbursement. Budget needs to be moved to fixed assets so that equipment can be properly recorded there. Move \$24,270 from Electric to Machinery & Equipment.

Council Priorities Served

Responsible budgeting

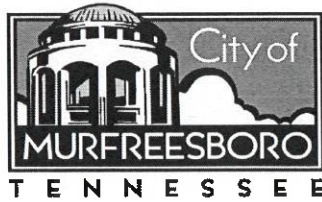
Inter-Fund budget amendments reallocate resources in an efficient manner.

Fiscal Impact

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

Attachments

Detailed Inter-Fund Budget Requests



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021


Move funds from:

Org 10130008
Object 599909
Acct Name Unforeseen Contingencies
Amount \$ 8,000.00

Move funds to:

Org 10114007
Object 514301
Acct Name Defined Contribution Plan

Explanation: Additional Supplemental Vacation Accrual was not budgeted for the City Attorney.


Department Head Signature

6-25-21
Date


Reviewed by Finance

06/25/2021
Date

Approved



Declined




City Manager

6-29-21
Date

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



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Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10130008
Object 599909
Acct Name Unforeseen Contingencies
Amount \$ 12,000.00

Move funds to:

Org 10114007
Object 514301
Acct Name Defined Contribution Plan

Explanation: Additional Supplemental Vacation Accrual was not budgeted for the City Attorney.

Move funds from:

Org 10130008
Object 599909
Acct Name Unforeseen Contingencies
Amount \$ 4,000.00

Move funds to:

Org 10315117
Object 511100
Acct Name Salary - Full-Time - Regular

Explanation: Funds for position reclass were not budgeted.

[Signature]
Department Head Signature

6-24-21
Date

Amanda DeRosia
Reviewed by Finance

06/24/2021
Date

Approved

☒

Declined

☐

[Signature]
City Manager

6/24/21
Date

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



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Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2021

Move funds from:

Org 10211008
Object 524100
Acct Name Electric
Amount \$ 24,270.00

Move funds to:

Org 10211009
Object 594000
Acct Name Machinery & Equipment

Explanation: Equipment purchased for COVID response was ineligible for FEMA reimbursement. Budget
needs moved to fixed assets so that equipment can be properly recorded there.

[Signature]
Department Head Signature

6/29/21
Date

Amanda DeRosia
Reviewed by Finance

06/29/2021
Date

Approved	<input checked="checked" type="checkbox"/>	<u>[Signature]</u>	<u>6.29.21</u>
Declined	<input type="checkbox"/>	City Manager	Date

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

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Public Record Request Policy Revisions

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 21-R-27 revising the Public Record Request Policy

Background Information

On June 22, 2017 Council adopted a Public Records Policy for the City in compliance with State law. The process is managed within the City Recorder's office with coordination of all departments of the City and reliance on the Legal Department for guidance as needed. Joshua Miller, as the City Recorder's designee, is currently coordinating the record requests, and provided information of the requests received for the past four fiscal years: FY2021 - 509, FY2020 - 555, FY2019 - 296 and FY2018 - 174. As the number of requests grow it may be necessary to add a software component for tracking.

The current policy names Melissa Wright as the Coordinator, and the policy is being updated to use the title of City Recorder instead of a specific person's name, with the person to be named on the Public Record page of the City's website. Additionally, the request form is no longer a part of the policy to give flexibility as additional avenues for making the request are added. While reviewing the policy other minor changes were also made.

Attachments

Resolution 21-R-27

RESOLUTION 21-R-27 revising the Public Records Policy for the City of Murfreesboro.

WHEREAS, pursuant to Tenn. Code Ann. § 10-7-503(g), every governmental entity subject to the Tennessee Public Records Act (“TPRA”) (Tenn. Code Ann. § 10-7-501 et seq.), must establish a written public records policy properly adopted by the appropriate governing authority by July 1, 2017; and,

WHEREAS, the City adopted its Public Records Policy through Resolution 17-R-18 on June 22, 2017; and

WHEREAS, Melissa B. Wright will be retiring from the City on July 13, 2021 so a new Public Records Coordinator should be designated, alongside other minor revisions made to the Public Record Policy.

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

SECTION 1. The following City of Murfreesboro Public Records Policy is hereby adopted:

**PUBLIC RECORDS POLICY
FOR THE
CITY OF MURFREESBORO**

Pursuant to Tennessee statute, the following Public Records Policy for the City of Murfreesboro is hereby adopted by the Murfreesboro City Council to provide economical and efficient access to public records as provided under the Tennessee Public Records Act, codified as T.C.A. § 10-7-501, *et seq.* (the “Act”).

The Act provides that all state, county and municipal records shall, at all times during business hours be open for personal inspection by any citizen of this state, and those in charge of the records shall not refuse such right of inspection to any citizen, unless otherwise provided by state law. Accordingly, the publicrecords of the City are open for inspection unless otherwise provided by law.

Personnel of the City shall timely and efficiently provide access and assistance to persons requesting to view or receive copies of public records. No provisions of this Policy shall be used to hinder access to open public records. However, the integrity and organization of public records and the efficient and safe operation of the City shall be protected as provided by current law. Questions about this Policy should be addressed to the Public Records Request Coordinator for the City.

This Policy is posted on the City Website, www.murfreesborotn.gov. This policy will be reviewed annually by the Public Records Request Coordinator and City Legal Department with recommended changes, if any, being submitted to City Council for approval.

This Policy shall be applied consistently throughout the various offices, departments, and/or divisions of the City of Murfreesboro except the Murfreesboro City Schools, which has separate public records policies consistent with its legal obligations.

Policy Statement

1. Public Records. For purposes of this Policy, public records are deemed to be

all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

2. Definitions.

- a. “Records Custodian” means the office, official or employee lawfully responsible for the direct custody and care of a public record. The Records Custodian is not necessarily the original preparer or receiver of the record.
- b. “Public Records Request Coordinator” means the individual designated by the Policy Statement who has the responsibility for routing the records request to the appropriate Records Custodian. The Public Records Request Coordinator may also be a Records Custodian.
- c. “Requestor” means a person seeking access to a public record, whether it is for inspection or duplication.

3. Public Records Request Coordinator.

- a. The City’s designated Public Records Request Coordinator is:
The City Recorder, or other City employee designated by the City Recorder. The Coordinator’s name and contact information shall be posted on the City’s website.
- b. The Public Records Request Coordinator’s contact information is:
Public Records Request Coordinator
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
PublicRecords@MurfreesboroTN.gov
- c. The Public Records Request Coordinator is responsible for:
 - (1) Determining whether the requestor has provided proof of Tennessee citizenship;
 - (2) Determining if the request has been made on the proper form;
 - (3) Determining if the request describes records with sufficient specificity to identify the requested records;
 - (4) Acknowledging receipt of a public records request within seven (7) days of the proper receipt of the request;
 - (5) Advising the requestor of the fees and labor threshold and waivers, if applicable, that are associated with fulfilling the request;
 - (6) Aggregating multiple or frequent requests;
 - (7) If deemed appropriate, contact the requestor to see if the request can be narrowed;
 - (8) If deemed appropriate, denying a request in writing and providing the grounds for such denial, which may include, but is not limited to: lack of proof of Tennessee citizenship, lack of specificity; an exemption makes the record not subject to disclosure under the Act; lack of custodianship of the requested records; lack of existence of the requested records; or the confidential status of a record under the Act or other applicable law; and
 - (9) Forwarding the records request to the appropriate Records Custodian within the City.
- d. The Public Records Request Coordinator will provide an annual report to Council that reflects the City’s compliance with the Act pursuant to this Policy and make recommendations, if any, for improvement or changes to this Policy.

4. Requesting Access to Public Records

- a. All record requests will be made to the Public Records Request Coordinator, to ensure public record requests are routed to the appropriate Records Custodian and fulfilled in a timely manner.
- b. Any record request received by a City employee other than the Public Records Request Coordinator will be sent to the Public Records Request Coordinator.
- c. The requestor's mailing or email address may be requested by the City at the time of the records request for the purposes of providing any written communication required under the Act.
- d. Requests for inspection may be made in writing using a form approved by the Public Records Request Coordinator. The form may be submitted to the Coordinator via mail, hand delivery, email or the City's website. Requests not presented in writing may be reduced to writing by the Public Records Request Coordinator and acknowledged by the requestor to assure clarity of the request.
- e. Requests for inspection may be made by telephone or by email using the contact information provided on the City's public records webpage.
- f. Requests for copies, or requests for inspection and copies, must be made in writing using the designated City form, which is attached hereto and may be modified as necessary to assure efficient responses to requests consistent with the Act.
- g. Proof of Tennessee citizenship is required to inspect or receive copies of public records. A valid Tennessee driver's license or acceptable alternative form of ID is required.

5. *Records Custodian*

- a. Upon receiving a records request, a Records Custodian will promptly make available requested public records not protected from disclosure by law.
- b. Records custodians may consult with the Public Records Request Coordinator or the City's Legal Department regarding fulfilling the request.
- c. If not practicable to promptly provide requested records because time is required to determine whether the requested records exist; to search for, retrieve, or otherwise gain access to records; to determine whether the records are available for public disclosure; to redact records; or for other similar reasons, then the Records Custodian will notify the Public Records Request Coordinator who will communicate with the requestor as required by the Act. Such communication should take place within 7 days of receipt of the request.
- d. If a Records Custodian is unable to fulfill the request, the Records Custodian will notify the Public Records Request Coordinator who will communicate the denial to the requestor.
- e. If a Records Custodian determines production of records must reasonably be segmented because of the volume of requested records or the time required to fulfill the request, the Records Custodian will notify the Public Records Request Coordinator who will communicate with the requestor that production of the records will be in segments and that a records production schedule will be provided as expeditiously as practicable. The Public Records Request Coordinator may contact the requestor to see if the request can be narrowed.
- f. If a Records Custodian discovers records responsive to a records request were omitted, the Records Custodian will inform the Public Records Request Coordinator who will communicate with the requestor concerning the omission and produce the records as quickly as practicable.

6. *Redaction*

- a. If a record contains confidential information or information that is not

subject to disclosure, the Public Records Request Coordinator will work with the Records Custodian to prepare a redacted copy prior to providing access to the record. If questions arise concerning redaction, the Records Custodian should coordinate with the Legal Department regarding review and redaction of records.

- b. Whenever a redacted record is provided, the Public Records Request Coordinator will provide the requestor with the basis for redaction that is general in nature and does not reveal or disclose confidential information.

7. *Inspection of Records*

- a. There is no charge for inspection of open public records unless such a charge is allowed by law.
- b. Records may be inspected at the location designated by the Public Records Request Coordinator.
- c. The nature of the records or the location of inspection may require that the inspection be conducted at a time and during periods set by the Public Records Request Coordinator such that a reasonable inspection can be efficiently accomplished.

8. *Copies of Records*

- a. A Records Custodian will promptly inform the Public Records Request Coordinator of the most economic and efficient manner practicable to respond to the request.
- b. Copies will be available for pickup at a location specified by the Public Records Request Coordinator.
- c. Upon payment for all fees, including postage or shipping costs, copies will be delivered to an address designated by the requestor using the US Postal Service unless the requestor desires another delivery method.
- d. For efficiency, documents may be provided in electronic format.

9. *Fees and Charges and Procedures for Billing and Payment*

- a. Fees and charges for copies of public records are not used to hinder access to public records.
- b. The Public Records Request Coordinator will provide the requestor with estimate of charges and an itemization of the final charges prior to producing copies of records and may require prepayment of all charges before producing requested records.
- c. Fees and charges for copies will be assessed in accordance with Schedule of Reasonable Fees & Charges adopted by the City. Payment must be made in accordance with the City policy and practice on receipt of fees and costs.
- d. Payment in advance is required unless other arrangements are made with Public Records Request Coordinator.
- e. When fees for copies and labor do not exceed \$100, the fees may be waived by the Public Records Request Coordinator upon finding good cause to do so.

- 10. *Aggregation of Frequent and Multiple Requests.*** The City may aggregate record requests in accordance with the Frequent and Multiple Request Policy promulgated by the OORC when more than four requests are received within a calendar month either from a single individual or a group of individuals deemed working in concert. The Public Records Request Coordinator is responsible for making the determination that a group of individuals are working in concert. The Public Records Request Coordinator will inform the individuals that they have been deemed to be working in concert and that they have the right to appeal the decision to the OORC.

SECTION 2. This Resolution is 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

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Professional Services Agreements with Tennis Instructors

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

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

Summary

Professional Services Agreements (PSAs) with Six Tennis Instructors.

Staff Recommendation

Approve PSAs for Tennis Instructors.

Background Information

Most tennis lessons at the Adams Tennis Complex are taught by independent tennis instructors who are paid a percentage of the fees charged for the lessons. Fees are charged to patrons by the Complex and split with the instructors. Instructors receive 70% of the fees, and the remaining fees are retained by the Complex.

Tayo Bailey-Duvall, Courtney Collins-Guentner, Scott Kathary, Bob Kresse, John Morris, and Jon Mark Rowden are very popular instructors whose individual lesson percentages are expected to surpass \$25,000 per annum. Agreements with these instructors are all the same.

Council Priorities Served

Establish strong City brand

Professional tennis instruction at Adams Tennis Complex is paramount for the engaging of all skill levels of the tennis community in Murfreesboro. Additionally, maintaining a robust instruction offering advances the brand of Adams Tennis Complex that, in turn, makes Murfreesboro a destination for skill development and competitive tournaments.

Fiscal Impact

Tennis instructor expenses are covered in the Parks and Recreation FY22 operating budget.

Attachments

Six Tennis Instructor PSAs

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
TAYO BAILEY-DUVALL**

This Professional Services Agreement is made by and between the City of Murfreesboro hereafter referred to as "City" through its Parks and Recreation Department and Tayo Bailey-Duvall hereinafter referred to as "Tennis Pro", this ____ day of _____, 2021.

Whereas, the City is interested in utilizing all available facilities to provide quality recreational instruction at minimal cost; and,

Whereas, Tennis Pro is experienced in the instruction of tennis and is interested in offering programs using the facilities of the City;

Now, therefore, the City and Tennis Pro agree as follows:

1. **Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2021 and June 30, 2022.
2. **Scope of Services – Tennis Pro:**
 - a. Tennis Pro shall teach tennis through private and semi-private lessons, camps and clinics for youth and adults.
 - b. Tennis Pro should help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
 - c. The Tennis Pro shall receive seventy percent (70%) of the gross revenues of all paid fees, for all private and semi-private lessons. The City shall retain the remaining thirty percent (30%). All payments shall be made on a monthly basis for funds received during the preceding month.
 - d. The Tennis Pro shall receive seventy percent (70%) of one-day tennis social events (e.g. mixers, round robins, or social play days) that the Tennis Pro runs. Social events must be approved by the Head Tennis Professional and will be contingent on availability of courts. Should the Tennis Pro desire to run a Tournament, or other sanctioned, or multi day event, they must adhere to current tournament policies and procedures. All payments shall be made on a monthly basis for funds received during the preceding month.
 - e. Tennis Pro shall receive 70% of the Tennis Pro's hourly private lesson rate for each hour Tennis Pro elects to teach in a Group Tennis class or Tennis Camp program organized by the Head Tennis Professional of the City of Murfreesboro. All payments shall be made on a monthly basis for funds received during the preceding month.
 - f. Tennis Pro shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.

- ii. Any claims, damages, costs and attorney fees arising from any failure of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

Tennis Pro shall pay City any expenses incurred as a result of Tennis Pro's failure to fulfill any obligation in a professional and timely manner under the Agreement.

- g. Tennis Pro must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Such insurance shall name the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured for the duration of this Agreement. Proof of such insurance shall be provided to the City by a certificate of insurance and a copy of the policy's additional insured endorsement. Tennis Pro must notify City if the insurance policy is renewed, canceled, or altered in any manner and provide written documentation of such alteration.
- h. Tennis Pro shall provide the City a completed Volunteer Background Check form for himself/herself. It is the Murfreesboro Parks and Recreation Department's policy that all employees/volunteers working with children in their program are subject to background checks at a minimum to the extent set forth in MPRD's Youth Athletic League Background Check Policy (attached).
- i. Tennis Pro shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
- j. Tennis Pro has inspected the site and agrees to use the site "as is" with no changes or modifications required.
- k. Tennis Pro shall be responsible for leaving the facility clean and orderly.
- l. Any request for use of any MPRD facility outside this agreement must follow MPRD standard rental policy. This requirement shall include any extra classes or demonstrations.
- m. Tennis Pro shall report any unsafe conditions immediately to the appropriate staff at Murfreesboro Parks and Recreation Department and understand that use may be canceled or delayed until such condition is corrected.
- n. Tennis Pro may not schedule lessons, camps, or clinics when the City has reserved the courts for various tournaments and activities. The City will notify Tennis Pro through personal email and other media outlets. (e.g MPRD website, ATC Calendar, the ATC Facebook page,) of dates at least two weeks prior to said event.
- o. Tennis Pro cannot coach an Adams Tennis Complex member who the Tennis Pro coaches (or has coached at any time) at the Adams Tennis Complex at another location during the Tennis Pro's contract with the City.
- p. Tennis Pro must notify John Kreis Head Tennis Professional or the Adams Tennis Complex Facility Supervisor at least twenty-four (24) hours in advance prior to any cancellation and/or rescheduling of classes.
- q. Tennis Pro must adhere to City's Court Cancellation policy. Fee waivers must be requested in writing to the Head Tennis Professional. Waivers will be given on an individual basis.

- r. Tennis Pro may donate their services up to three times per year and court fees will be waived upon prior approval by the Head Tennis Professional. Approval will be contingent on court availability. Additional requests must be submitted in writing and will be considered by the Head Tennis Professional.
- s. Tennis Pros are prohibited from the selling of goods or services that are not specifically outlined in their contract.
- t. It is the responsibility of each teaching Tennis Pro to assist the Adams Tennis Complex in informing all their clients of the facility rules, regulations, and policies.
- u. Tennis Pro may request an exception to any of these requirements by submitting the request in writing to the ATC Head Tennis Pro. Approval or disapproval of any such requests shall be issued by the ATC Head Tennis Pro in writing.

3. Scope of Services - City:

- a. The City shall provide a site for Tennis Pro to conduct lessons, camps or clinics at the Adams Tennis Complex and Old Fort Park Tennis Facility.
- b. City shall provide a staff member to open and close the facility.
- c. City may enter into other agreements for provision of similar services at any time.
- d. City shall give Tennis Pro two (2) weeks' notice when facility maintenance/cleaning is required.
- e. City shall allow the Tennis Pro's the use of the facility (ATC) stringing machine for personal racquet stringing only. (Pro must provide own string). If a Teaching Pro strings a member or non-member racquet all facility fees apply and will be payable to the Adams Tennis Complex. The Tennis Pro will be compensated 70% of the charged stringing labor fee per racquet; the City shall retain the other 30%. All payments to Tennis pro shall be made on a monthly basis for funds received during the preceding month.
- f. City shall waive non-member fees for personal court time.

4. Fees:

- a. The City shall set fees for lessons, camps or clinics in agreement with Tennis Pro prior to the event. The City shall be responsible for collecting fees and payments shall be made monthly for funds received during the preceding month paid to Tennis Pro.
- b. Any change in the fee structure must have prior approval of the City.
- c. 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 Contract, Contractor certifies and warrants it will comply with this policy.

5. **Allocation of fees.** Of all paid registrations, the Tennis Pro shall receive seventy percent (70%) of the gross revenues and the City shall retain the remaining thirty percent (30%). All

payments shall be made on a monthly basis payable to Tennis Pro for funds received during the preceding month. The City has the right to examine financial records relative to this class and its attendance for up to three years beyond the duration of this agreement.

6. E-Verify.

- a. Pursuant to T.C.A. §50-1-703(a)(1)(A), the Contractor shall provide an acceptable form of identification, such as a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, prior to the Contractor providing labor or services pursuant to this Contract. If the Contractor does not possess a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, any one of the other forms of identification set forth in T.C.A. §50-1-703(a)(1)(A) will be acceptable.
- b. Contractor shall complete and submit an IRS tax form W-9 with a copy of the acceptable form of identification set forth in clause 2- attached thereto prior to the Contractor providing labor or services pursuant to this contract.

7. General Terms and Conditions:

- a. Tennis Pro warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant in connection with work contemplated or performed relative to this Agreement.
- b. Tennis Pro 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.
- c. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, Tennis Pro shall be entitled to receive just and equitable compensation from those who have engaged the services of Tennis Pro for themselves for any services or work completed as of the termination date.
- d. If Tennis Pro fails to fulfill in timely and proper manner its obligations under this Agreement, or if Tennis Pro shall violate any of the terms of this Agreement, the City shall have the right to immediately terminate the Agreement.
- e. Notwithstanding the above, Tennis Pro shall not be relieved of any liability to the City for damages sustained by virtue of any breach of this Agreement by Tennis Pro.
- f. Tennis Pro shall not assign this Agreement or enter into sub-contracts for any of the programs or training covered by this Agreement without obtaining the prior written approval of the City.
- g. Tennis Pro acknowledges that the City has hired a full-time Head Tennis Pro to oversee all lessons, camps and clinics taught at City of Murfreesboro Tennis facilities. Tennis Pro further acknowledges that this agreement is subject to the approval of the Head Tennis Professional.

- 8. 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.

9. **Cancellation of Agreement.** The City has the right to cancel this Agreement if there is a breach of rules or contract. It will be the duty of City to refund to students a prorated fee if needed.
10. **Amendment.** This Agreement constitutes the entire Agreement between the City and Tennis Pro. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

In witness whereof, the City and Tennis Pro have executed this use Agreement on the day and date first written above.

CITY OF MURFREESBORO

TAYO BAILEY-DUVALL, TENNIS PRO

By: _____
Shane McFarland, Mayor

Date: _____

DocuSigned by:
By: Tayo Bailey-Duvall
4C02001CF1EC4E0...
Title: Coach
Date: 6/21/2021
Address: 1656 N Tennessee Blvd
Murfreesboro, TN. 37130
City, State Zip Code: _____
615-556-2088
Phone: _____
Email: Tayo.Bailey-Duvall@mtsu.edu

APPROVED AS TO FORM:

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
COURTNEY COLLINS-GUENTNER**

This Professional Services Agreement is made by and between the City of Murfreesboro hereafter referred to as "City" through its Parks and Recreation Department and Courtney Collins-Guentner hereinafter referred to as "Tennis Pro", this ____ day of _____, 2021.

Whereas, the City is interested in utilizing all available facilities to provide quality recreational instruction at minimal cost; and,

Whereas, Tennis Pro is experienced in the instruction of tennis and is interested in offering programs using the facilities of the City;

Now, therefore, the City and Tennis Pro agree as follows:

1. **Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2021 and June 30, 2022.
2. **Scope of Services – Tennis Pro:**
 - a. Tennis Pro shall teach tennis through private and semi-private lessons, camps and clinics for youth and adults.
 - b. Tennis Pro should help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
 - c. The Tennis Pro shall receive seventy percent (70%) of the gross revenues of all paid fees, for all private and semi-private lessons. The City shall retain the remaining thirty percent (30%). All payments shall be made on a monthly basis for funds received during the preceding month.
 - d. The Tennis Pro shall receive seventy percent (70%) of one-day tennis social events (e.g. mixers, round robins, or social play days) that the Tennis Pro runs. Social events must be approved by the Head Tennis Professional and will be contingent on availability of courts. Should the Tennis Pro desire to run a Tournament, or other sanctioned, or multi day event, they must adhere to current tournament policies and procedures. All payments shall be made on a monthly basis for funds received during the preceding month.
 - e. Tennis Pro shall receive 70% of the Tennis Pro's hourly private lesson rate for each hour Tennis Pro elects to teach in a Group Tennis class or Tennis Camp program organized by the Head Tennis Professional of the City of Murfreesboro. All payments shall be made on a monthly basis for funds received during the preceding month.
 - f. Tennis Pro shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.

- ii. Any claims, damages, costs and attorney fees arising from any failure of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

Tennis Pro shall pay City any expenses incurred as a result of Tennis Pro's failure to fulfill any obligation in a professional and timely manner under the Agreement.

- g. Tennis Pro must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Such insurance shall name the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured for the duration of this Agreement. Proof of such insurance shall be provided to the City by a certificate of insurance and a copy of the policy's additional insured endorsement. Tennis Pro must notify City if the insurance policy is renewed, canceled, or altered in any manner and provide written documentation of such alteration.
- h. Tennis Pro shall provide the City a completed Volunteer Background Check form for himself/herself. It is the Murfreesboro Parks and Recreation Department's policy that all employees/volunteers working with children in their program are subject to background checks at a minimum to the extent set forth in MPRD's Youth Athletic League Background Check Policy (attached).
- i. Tennis Pro shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
- j. Tennis Pro has inspected the site and agrees to use the site "as is" with no changes or modifications required.
- k. Tennis Pro shall be responsible for leaving the facility clean and orderly.
- l. Any request for use of any MPRD facility outside this agreement must follow MPRD standard rental policy. This requirement shall include any extra classes or demonstrations.
- m. Tennis Pro shall report any unsafe conditions immediately to the appropriate staff at Murfreesboro Parks and Recreation Department and understand that use may be canceled or delayed until such condition is corrected.
- n. Tennis Pro may not schedule lessons, camps, or clinics when the City has reserved the courts for various tournaments and activities. The City will notify Tennis Pro through personal email and other media outlets. (e.g MPRD website, ATC Calendar, the ATC Facebook page,) of dates at least two weeks prior to said event.
- o. Tennis Pro cannot coach an Adams Tennis Complex member who the Tennis Pro coaches (or has coached at any time) at the Adams Tennis Complex at another location during the Tennis Pro's contract with the City.
- p. Tennis Pro must notify John Kreis Head Tennis Professional or the Adams Tennis Complex Facility Supervisor at least twenty-four (24) hours in advance prior to any cancellation and/or rescheduling of classes.
- q. Tennis Pro must adhere to City's Court Cancellation policy. Fee waivers must be requested in writing to the Head Tennis Professional. Waivers will be given on an individual basis.

- r. Tennis Pro may donate their services up to three times per year and court fees will be waived upon prior approval by the Head Tennis Professional. Approval will be contingent on court availability. Additional requests must be submitted in writing and will be considered by the Head Tennis Professional.
- s. Tennis Pros are prohibited from the selling of goods or services that are not specifically outlined in their contract.
- t. It is the responsibility of each teaching Tennis Pro to assist the Adams Tennis Complex in informing all their clients of the facility rules, regulations, and policies.
- u. Tennis Pro may request an exception to any of these requirements by submitting the request in writing to the ATC Head Tennis Pro. Approval or disapproval of any such requests shall be issued by the ATC Head Tennis Pro in writing.

3. Scope of Services - City:

- a. The City shall provide a site for Tennis Pro to conduct lessons, camps or clinics at the Adams Tennis Complex and Old Fort Park Tennis Facility.
- b. City shall provide a staff member to open and close the facility.
- c. City may enter into other agreements for provision of similar services at any time.
- d. City shall give Tennis Pro two (2) weeks' notice when facility maintenance/cleaning is required.
- e. City shall allow the Tennis Pro's the use of the facility (ATC) stringing machine for personal racquet stringing only. (Pro must provide own string). If a Teaching Pro strings a member or non-member racquet all facility fees apply and will be payable to the Adams Tennis Complex. The Tennis Pro will be compensated 70% of the charged stringing labor fee per racquet; the City shall retain the other 30%. All payments to Tennis pro shall be made on a monthly basis for funds received during the preceding month.
- f. City shall waive non-member fees for personal court time.

4. Fees:

- a. The City shall set fees for lessons, camps or clinics in agreement with Tennis Pro prior to the event. The City shall be responsible for collecting fees and payments shall be made monthly for funds received during the preceding month paid to Tennis Pro.
- b. Any change in the fee structure must have prior approval of the City.
- c. 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 Contract, Contractor certifies and warrants it will comply with this policy.

- 5. Allocation of fees.** Of all paid registrations, the Tennis Pro shall receive seventy percent (70%) of the gross revenues and the City shall retain the remaining thirty percent (30%). All

payments shall be made on a monthly basis payable to Tennis Pro for funds received during the preceding month. The City has the right to examine financial records relative to this class and its attendance for up to three years beyond the duration of this agreement.

6. E-Verify.

- a. Pursuant to T.C.A. §50-1-703(a)(1)(A), the Contractor shall provide an acceptable form of identification, such as a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, prior to the Contractor providing labor or services pursuant to this Contract. If the Contractor does not possess a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, any one of the other forms of identification set forth in T.C.A. §50-1-703(a)(1)(A) will be acceptable.
- b. Contractor shall complete and submit an IRS tax form W-9 with a copy of the acceptable form of identification set forth in clause 2- attached thereto prior to the Contractor providing labor or services pursuant to this contract.

7. General Terms and Conditions:

- a. Tennis Pro warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant in connection with work contemplated or performed relative to this Agreement.
- b. Tennis Pro 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.
- c. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, Tennis Pro shall be entitled to receive just and equitable compensation from those who have engaged the services of Tennis Pro for themselves for any services or work completed as of the termination date.
- d. If Tennis Pro fails to fulfill in timely and proper manner its obligations under this Agreement, or if Tennis Pro shall violate any of the terms of this Agreement, the City shall have the right to immediately terminate the Agreement.
- e. Notwithstanding the above, Tennis Pro shall not be relieved of any liability to the City for damages sustained by virtue of any breach of this Agreement by Tennis Pro.
- f. Tennis Pro shall not assign this Agreement or enter into sub-contracts for any of the programs or training covered by this Agreement without obtaining the prior written approval of the City.
- g. Tennis Pro acknowledges that the City has hired a full-time Head Tennis Pro to oversee all lessons, camps and clinics taught at City of Murfreesboro Tennis facilities. Tennis Pro further acknowledges that this agreement is subject to the approval of the Head Tennis Professional.

8. **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.

9. **Cancellation of Agreement.** The City has the right to cancel this Agreement if there is a breach of rules or contract. It will be the duty of City to refund to students a prorated fee if needed.
10. **Amendment.** This Agreement constitutes the entire Agreement between the City and Tennis Pro. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

In witness whereof, the City and Tennis Pro have executed this use Agreement on the day and date first written above.

CITY OF MURFREESBORO

COURTNEY COLLINS-GUENTNER, TENNIS PRO

By: _____
Shane McFarland, Mayor

Date: _____

DocuSigned by:
By: Courtney Collins-Guentner
A761D4DFE2F64C8...
Title: Tennis Professional
Date: 6/23/2021
Address: 4664 Hwy 64 East
City, State Zip Code: wartrace, TN 37183
Phone: 6623157932
Email: courtcollins25@gmail.com

APPROVED AS TO FORM:

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
SCOTT KATHARY**

This Professional Services Agreement is made by and between the City of Murfreesboro hereafter referred to as "City" through its Parks and Recreation Department and Scott Kathary hereinafter referred to as "Tennis Pro", this ____ day of _____, 2021.

Whereas, the City is interested in utilizing all available facilities to provide quality recreational instruction at minimal cost; and,

Whereas, Tennis Pro is experienced in the instruction of tennis and is interested in offering programs using the facilities of the City;

Now, therefore, the City and Tennis Pro agree as follows:

1. **Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2021 and June 30, 2022.
2. **Scope of Services – Tennis Pro:**
 - a. Tennis Pro shall teach tennis through private and semi-private lessons, camps and clinics for youth and adults.
 - b. Tennis Pro should help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
 - c. The Tennis Pro shall receive seventy percent (70%) of the gross revenues of all paid fees, for all private and semi-private lessons. The City shall retain the remaining thirty percent (30%). All payments shall be made on a monthly basis for funds received during the preceding month.
 - d. The Tennis Pro shall receive seventy percent (70%) of one-day tennis social events (e.g. mixers, round robins, or social play days) that the Tennis Pro runs. Social events must be approved by the Head Tennis Professional and will be contingent on availability of courts. Should the Tennis Pro desire to run a Tournament, or other sanctioned, or multi day event, they must adhere to current tournament policies and procedures. All payments shall be made on a monthly basis for funds received during the preceding month.
 - e. Tennis Pro shall receive 70% of the Tennis Pro's hourly private lesson rate for each hour Tennis Pro elects to teach in a Group Tennis class or Tennis Camp program organized by the Head Tennis Professional of the City of Murfreesboro. All payments shall be made on a monthly basis for funds received during the preceding month.
 - f. Tennis Pro shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.

- ii. Any claims, damages, costs and attorney fees arising from any failure of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

Tennis Pro shall pay City any expenses incurred as a result of Tennis Pro's failure to fulfill any obligation in a professional and timely manner under the Agreement.

- g. Tennis Pro must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Such insurance shall name the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured for the duration of this Agreement. Proof of such insurance shall be provided to the City by a certificate of insurance and a copy of the policy's additional insured endorsement. Tennis Pro must notify City if the insurance policy is renewed, canceled, or altered in any manner and provide written documentation of such alteration.
- h. Tennis Pro shall provide the City a completed Volunteer Background Check form for himself/herself. It is the Murfreesboro Parks and Recreation Department's policy that all employees/volunteers working with children in their program are subject to background checks at a minimum to the extent set forth in MPRD's Youth Athletic League Background Check Policy (attached).
- i. Tennis Pro shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
- j. Tennis Pro has inspected the site and agrees to use the site "as is" with no changes or modifications required.
- k. Tennis Pro shall be responsible for leaving the facility clean and orderly.
- l. Any request for use of any MPRD facility outside this agreement must follow MPRD standard rental policy. This requirement shall include any extra classes or demonstrations.
- m. Tennis Pro shall report any unsafe conditions immediately to the appropriate staff at Murfreesboro Parks and Recreation Department and understand that use may be canceled or delayed until such condition is corrected.
- n. Tennis Pro may not schedule lessons, camps, or clinics when the City has reserved the courts for various tournaments and activities. The City will notify Tennis Pro through personal email and other media outlets. (e.g MPRD website, ATC Calendar, the ATC Facebook page,) of dates at least two weeks prior to said event.
- o. Tennis Pro cannot coach an Adams Tennis Complex member who the Tennis Pro coaches (or has coached at any time) at the Adams Tennis Complex at another location during the Tennis Pro's contract with the City.
- p. Tennis Pro must notify John Kreis Head Tennis Professional or the Adams Tennis Complex Facility Supervisor at least twenty-four (24) hours in advance prior to any cancellation and/or rescheduling of classes.
- q. Tennis Pro must adhere to City's Court Cancellation policy. Fee waivers must be requested in writing to the Head Tennis Professional. Waivers will be given on an individual basis.

- r. Tennis Pro may donate their services up to three times per year and court fees will be waived upon prior approval by the Head Tennis Professional. Approval will be contingent on court availability. Additional requests must be submitted in writing and will be considered by the Head Tennis Professional.
- s. Tennis Pros are prohibited from the selling of goods or services that are not specifically outlined in their contract.
- t. It is the responsibility of each teaching Tennis Pro to assist the Adams Tennis Complex in informing all their clients of the facility rules, regulations, and policies.
- u. Tennis Pro may request an exception to any of these requirements by submitting the request in writing to the ATC Head Tennis Pro. Approval or disapproval of any such requests shall be issued by the ATC Head Tennis Pro in writing.

3. Scope of Services - City:

- a. The City shall provide a site for Tennis Pro to conduct lessons, camps or clinics at the Adams Tennis Complex and Old Fort Park Tennis Facility.
- b. City shall provide a staff member to open and close the facility.
- c. City may enter into other agreements for provision of similar services at any time.
- d. City shall give Tennis Pro two (2) weeks' notice when facility maintenance/cleaning is required.
- e. City shall allow the Tennis Pro's the use of the facility (ATC) stringing machine for personal racquet stringing only. (Pro must provide own string). If a Teaching Pro strings a member or non-member racquet all facility fees apply and will be payable to the Adams Tennis Complex. The Tennis Pro will be compensated 70% of the charged stringing labor fee per racquet; the City shall retain the other 30%. All payments to Tennis pro shall be made on a monthly basis for funds received during the preceding month.
- f. City shall waive non-member fees for personal court time.

4. Fees:

- a. The City shall set fees for lessons, camps or clinics in agreement with Tennis Pro prior to the event. The City shall be responsible for collecting fees and payments shall be made monthly for funds received during the preceding month paid to Tennis Pro.
- b. Any change in the fee structure must have prior approval of the City.
- c. 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 Contract, Contractor certifies and warrants it will comply with this policy.

5. **Allocation of fees.** Of all paid registrations, the Tennis Pro shall receive seventy percent (70%) of the gross revenues and the City shall retain the remaining thirty percent (30%). All

payments shall be made on a monthly basis payable to Tennis Pro for funds received during the preceding month. The City has the right to examine financial records relative to this class and its attendance for up to three years beyond the duration of this agreement.

6. E-Verify.

- a. Pursuant to T.C.A. §50-1-703(a)(1)(A), the Contractor shall provide an acceptable form of identification, such as a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, prior to the Contractor providing labor or services pursuant to this Contract. If the Contractor does not possess a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, any one of the other forms of identification set forth in T.C.A. §50-1-703(a)(1)(A) will be acceptable.
- b. Contractor shall complete and submit an IRS tax form W-9 with a copy of the acceptable form of identification set forth in clause 2- attached thereto prior to the Contractor providing labor or services pursuant to this contract.

7. General Terms and Conditions:

- a. Tennis Pro warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant in connection with work contemplated or performed relative to this Agreement.
- b. Tennis Pro 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.
- c. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, Tennis Pro shall be entitled to receive just and equitable compensation from those who have engaged the services of Tennis Pro for themselves for any services or work completed as of the termination date.
- d. If Tennis Pro fails to fulfill in timely and proper manner its obligations under this Agreement, or if Tennis Pro shall violate any of the terms of this Agreement, the City shall have the right to immediately terminate the Agreement.
- e. Notwithstanding the above, Tennis Pro shall not be relieved of any liability to the City for damages sustained by virtue of any breach of this Agreement by Tennis Pro.
- f. Tennis Pro shall not assign this Agreement or enter into sub-contracts for any of the programs or training covered by this Agreement without obtaining the prior written approval of the City.
- g. Tennis Pro acknowledges that the City has hired a full-time Head Tennis Pro to oversee all lessons, camps and clinics taught at City of Murfreesboro Tennis facilities. Tennis Pro further acknowledges that this agreement is subject to the approval of the Head Tennis Professional.

- 8. 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.

9. **Cancellation of Agreement.** The City has the right to cancel this Agreement if there is a breach of rules or contract. It will be the duty of City to refund to students a prorated fee if needed.
10. **Amendment.** This Agreement constitutes the entire Agreement between the City and Tennis Pro. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

In witness whereof, the City and Tennis Pro have executed this use Agreement on the day and date first written above.

CITY OF MURFREESBORO

SCOTT KATHARY, TENNIS PRO

By: _____
Shane McFarland, Mayor

Date: _____

DocuSigned by:
By: Scott Kathary
5B13FD236032463...
Title: Tennis Instructor
Date: 6/23/2021
Address: 3011 Fox Point Ct
Murfreesboro, 37129
City, State Zip Code: _____
6145077306
Phone: _____
sfkathary@gmail.com
Email: _____

APPROVED AS TO FORM:

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
BOB KRESSE**

This Professional Services Agreement is made by and between the City of Murfreesboro hereafter referred to as "City" through its Parks and Recreation Department and Bob Kresse hereinafter referred to as "Tennis Pro", this ____ day of _____, 2021.

Whereas, the City is interested in utilizing all available facilities to provide quality recreational instruction at minimal cost; and,

Whereas, Tennis Pro is experienced in the instruction of tennis and is interested in offering programs using the facilities of the City;

Now, therefore, the City and Tennis Pro agree as follows:

1. **Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2021 and June 30, 2022.
2. **Scope of Services – Tennis Pro:**
 - a. Tennis Pro shall teach tennis through private and semi-private lessons, camps and clinics for youth and adults.
 - b. Tennis Pro should help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
 - c. The Tennis Pro shall receive seventy percent (70%) of the gross revenues of all paid fees, for all private and semi-private lessons. The City shall retain the remaining thirty percent (30%). All payments shall be made on a monthly basis for funds received during the preceding month.
 - d. The Tennis Pro shall receive seventy percent (70%) of one-day tennis social events (e.g. mixers, round robins, or social play days) that the Tennis Pro runs. Social events must be approved by the Head Tennis Professional and will be contingent on availability of courts. Should the Tennis Pro desire to run a Tournament, or other sanctioned, or multi day event, they must adhere to current tournament policies and procedures. All payments shall be made on a monthly basis for funds received during the preceding month.
 - e. Tennis Pro shall receive 70% of the Tennis Pro's hourly private lesson rate for each hour Tennis Pro elects to teach in a Group Tennis class or Tennis Camp program organized by the Head Tennis Professional of the City of Murfreesboro. All payments shall be made on a monthly basis for funds received during the preceding month.
 - f. Tennis Pro shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.

- ii. Any claims, damages, costs and attorney fees arising from any failure of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

Tennis Pro shall pay City any expenses incurred as a result of Tennis Pro's failure to fulfill any obligation in a professional and timely manner under the Agreement.

- g. Tennis Pro must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Such insurance shall name the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured for the duration of this Agreement. Proof of such insurance shall be provided to the City by a certificate of insurance and a copy of the policy's additional insured endorsement. Tennis Pro must notify City if the insurance policy is renewed, canceled, or altered in any manner and provide written documentation of such alteration.
- h. Tennis Pro shall provide the City a completed Volunteer Background Check form for himself/herself. It is the Murfreesboro Parks and Recreation Department's policy that all employees/volunteers working with children in their program are subject to background checks at a minimum to the extent set forth in MPRD's Youth Athletic League Background Check Policy (attached).
- i. Tennis Pro shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
- j. Tennis Pro has inspected the site and agrees to use the site "as is" with no changes or modifications required.
- k. Tennis Pro shall be responsible for leaving the facility clean and orderly.
- l. Any request for use of any MPRD facility outside this agreement must follow MPRD standard rental policy. This requirement shall include any extra classes or demonstrations.
- m. Tennis Pro shall report any unsafe conditions immediately to the appropriate staff at Murfreesboro Parks and Recreation Department and understand that use may be canceled or delayed until such condition is corrected.
- n. Tennis Pro may not schedule lessons, camps, or clinics when the City has reserved the courts for various tournaments and activities. The City will notify Tennis Pro through personal email and other media outlets. (e.g MPRD website, ATC Calendar, the ATC Facebook page,) of dates at least two weeks prior to said event.
- o. Tennis Pro cannot coach an Adams Tennis Complex member who the Tennis Pro coaches (or has coached at any time) at the Adams Tennis Complex at another location during the Tennis Pro's contract with the City.
- p. Tennis Pro must notify John Kreis Head Tennis Professional or the Adams Tennis Complex Facility Supervisor at least twenty-four (24) hours in advance prior to any cancellation and/or rescheduling of classes.
- q. Tennis Pro must adhere to City's Court Cancellation policy. Fee waivers must be requested in writing to the Head Tennis Professional. Waivers will be given on an individual basis.

- r. Tennis Pro may donate their services up to three times per year and court fees will be waived upon prior approval by the Head Tennis Professional. Approval will be contingent on court availability. Additional requests must be submitted in writing and will be considered by the Head Tennis Professional.
- s. Tennis Pros are prohibited from the selling of goods or services that are not specifically outlined in their contract.
- t. It is the responsibility of each teaching Tennis Pro to assist the Adams Tennis Complex in informing all their clients of the facility rules, regulations, and policies.
- u. Tennis Pro may request an exception to any of these requirements by submitting the request in writing to the ATC Head Tennis Pro. Approval or disapproval of any such requests shall be issued by the ATC Head Tennis Pro in writing.

3. Scope of Services - City:

- a. The City shall provide a site for Tennis Pro to conduct lessons, camps or clinics at the Adams Tennis Complex and Old Fort Park Tennis Facility.
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- c. City may enter into other agreements for provision of similar services at any time.
- d. City shall give Tennis Pro two (2) weeks' notice when facility maintenance/cleaning is required.
- e. City shall allow the Tennis Pro's the use of the facility (ATC) stringing machine for personal racquet stringing only. (Pro must provide own string). If a Teaching Pro strings a member or non-member racquet all facility fees apply and will be payable to the Adams Tennis Complex. The Tennis Pro will be compensated 70% of the charged stringing labor fee per racquet; the City shall retain the other 30%. All payments to Tennis pro shall be made on a monthly basis for funds received during the preceding month.
- f. City shall waive non-member fees for personal court time.

4. Fees:

- a. The City shall set fees for lessons, camps or clinics in agreement with Tennis Pro prior to the event. The City shall be responsible for collecting fees and payments shall be made monthly for funds received during the preceding month paid to Tennis Pro.
- b. Any change in the fee structure must have prior approval of the City.
- c. 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 Contract, Contractor certifies and warrants it will comply with this policy.

5. **Allocation of fees.** Of all paid registrations, the Tennis Pro shall receive seventy percent (70%) of the gross revenues and the City shall retain the remaining thirty percent (30%). All

payments shall be made on a monthly basis payable to Tennis Pro for funds received during the preceding month. The City has the right to examine financial records relative to this class and its attendance for up to three years beyond the duration of this agreement.

6. E-Verify.

- a. Pursuant to T.C.A. §50-1-703(a)(1)(A), the Contractor shall provide an acceptable form of identification, such as a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, prior to the Contractor providing labor or services pursuant to this Contract. If the Contractor does not possess a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, any one of the other forms of identification set forth in T.C.A. §50-1-703(a)(1)(A) will be acceptable.
- b. Contractor shall complete and submit an IRS tax form W-9 with a copy of the acceptable form of identification set forth in clause 2- attached thereto prior to the Contractor providing labor or services pursuant to this contract.

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- a. Tennis Pro warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant in connection with work contemplated or performed relative to this Agreement.
- b. Tennis Pro 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.
- c. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, Tennis Pro shall be entitled to receive just and equitable compensation from those who have engaged the services of Tennis Pro for themselves for any services or work completed as of the termination date.
- d. If Tennis Pro fails to fulfill in timely and proper manner its obligations under this Agreement, or if Tennis Pro shall violate any of the terms of this Agreement, the City shall have the right to immediately terminate the Agreement.
- e. Notwithstanding the above, Tennis Pro shall not be relieved of any liability to the City for damages sustained by virtue of any breach of this Agreement by Tennis Pro.
- f. Tennis Pro shall not assign this Agreement or enter into sub-contracts for any of the programs or training covered by this Agreement without obtaining the prior written approval of the City.
- g. Tennis Pro acknowledges that the City has hired a full-time Head Tennis Pro to oversee all lessons, camps and clinics taught at City of Murfreesboro Tennis facilities. Tennis Pro further acknowledges that this agreement is subject to the approval of the Head Tennis Professional.

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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.

9. **Cancellation of Agreement.** The City has the right to cancel this Agreement if there is a breach of rules or contract. It will be the duty of City to refund to students a prorated fee if needed.
10. **Amendment.** This Agreement constitutes the entire Agreement between the City and Tennis Pro. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

In witness whereof, the City and Tennis Pro have executed this use Agreement on the day and date first written above.

CITY OF MURFREESBORO

BOB KRESSE, TENNIS PRO

By: _____
Shane McFarland, Mayor

Date: _____

DocuSigned by:
By:  _____
551AD31CAF52498...

Title: Tennis Pro

Date: 6/21/2021

Address: 1038 Dunrobin Drive Franklin Tn

City, State Zip Code: 37067

Phone: 2568103650

Email: bob.kresse@yahoo.com

APPROVED AS TO FORM:

DocuSigned by:
 _____
A34D935F57E9484
Adam Tucker, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
JOHN MORRIS**

This Professional Services Agreement is made by and between the City of Murfreesboro hereafter referred to as "City" through its Parks and Recreation Department and John Morris hereinafter referred to as "Tennis Pro", this ____ day of _____, 2021.

Whereas, the City is interested in utilizing all available facilities to provide quality recreational instruction at minimal cost; and,

Whereas, Tennis Pro is experienced in the instruction of tennis and is interested in offering programs using the facilities of the City;

Now, therefore, the City and Tennis Pro agree as follows:

1. **Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2021 and June 30, 2022.
2. **Scope of Services – Tennis Pro:**
 - a. Tennis Pro shall teach tennis through private and semi-private lessons, camps and clinics for youth and adults.
 - b. Tennis Pro should help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
 - c. The Tennis Pro shall receive seventy percent (70%) of the gross revenues of all paid fees, for all private and semi-private lessons. The City shall retain the remaining thirty percent (30%). All payments shall be made on a monthly basis for funds received during the preceding month.
 - d. The Tennis Pro shall receive seventy percent (70%) of one-day tennis social events (e.g. mixers, round robins, or social play days) that the Tennis Pro runs. Social events must be approved by the Head Tennis Professional and will be contingent on availability of courts. Should the Tennis Pro desire to run a Tournament, or other sanctioned, or multi day event, they must adhere to current tournament policies and procedures. All payments shall be made on a monthly basis for funds received during the preceding month.
 - e. Tennis Pro shall receive 70% of the Tennis Pro's hourly private lesson rate for each hour Tennis Pro elects to teach in a Group Tennis class or Tennis Camp program organized by the Head Tennis Professional of the City of Murfreesboro. All payments shall be made on a monthly basis for funds received during the preceding month.
 - f. Tennis Pro shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.

- ii. Any claims, damages, costs and attorney fees arising from any failure of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

Tennis Pro shall pay City any expenses incurred as a result of Tennis Pro's failure to fulfill any obligation in a professional and timely manner under the Agreement.

- g. Tennis Pro must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Such insurance shall name the City of Murfreesboro (111 W. Vine St., Murfreesboro, TN 37130) as an additional insured for the duration of this Agreement. Proof of such insurance shall be provided to the City by a certificate of insurance and a copy of the policy's additional insured endorsement. Tennis Pro must notify City if the insurance policy is renewed, canceled, or altered in any manner and provide written documentation of such alteration.
- h. Tennis Pro shall provide the City a completed Volunteer Background Check form for himself/herself. It is the Murfreesboro Parks and Recreation Department's policy that all employees/volunteers working with children in their program are subject to background checks at a minimum to the extent set forth in MPRD's Youth Athletic League Background Check Policy (attached).
- i. Tennis Pro shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
- j. Tennis Pro has inspected the site and agrees to use the site "as is" with no changes or modifications required.
- k. Tennis Pro shall be responsible for leaving the facility clean and orderly.
- l. Any request for use of any MPRD facility outside this agreement must follow MPRD standard rental policy. This requirement shall include any extra classes or demonstrations.
- m. Tennis Pro shall report any unsafe conditions immediately to the appropriate staff at Murfreesboro Parks and Recreation Department and understand that use may be canceled or delayed until such condition is corrected.
- n. Tennis Pro may not schedule lessons, camps, or clinics when the City has reserved the courts for various tournaments and activities. The City will notify Tennis Pro through personal email and other media outlets. (e.g MPRD website, ATC Calendar, the ATC Facebook page,) of dates at least two weeks prior to said event.
- o. Tennis Pro cannot coach an Adams Tennis Complex member who the Tennis Pro coaches (or has coached at any time) at the Adams Tennis Complex at another location during the Tennis Pro's contract with the City.
- p. Tennis Pro must notify John Kreis Head Tennis Professional or the Adams Tennis Complex Facility Supervisor at least twenty-four (24) hours in advance prior to any cancellation and/or rescheduling of classes.
- q. Tennis Pro must adhere to City's Court Cancellation policy. Fee waivers must be requested in writing to the Head Tennis Professional. Waivers will be given on an individual basis.

- r. Tennis Pro may donate their services up to three times per year and court fees will be waived upon prior approval by the Head Tennis Professional. Approval will be contingent on court availability. Additional requests must be submitted in writing and will be considered by the Head Tennis Professional.
- s. Tennis Pros are prohibited from the selling of goods or services that are not specifically outlined in their contract.
- t. It is the responsibility of each teaching Tennis Pro to assist the Adams Tennis Complex in informing all their clients of the facility rules, regulations, and policies.
- u. Tennis Pro may request an exception to any of these requirements by submitting the request in writing to the ATC Head Tennis Pro. Approval or disapproval of any such requests shall be issued by the ATC Head Tennis Pro in writing.

3. Scope of Services - City:

- a. The City shall provide a site for Tennis Pro to conduct lessons, camps or clinics at the Adams Tennis Complex and Old Fort Park Tennis Facility.
- b. City shall provide a staff member to open and close the facility.
- c. City may enter into other agreements for provision of similar services at any time.
- d. City shall give Tennis Pro two (2) weeks' notice when facility maintenance/cleaning is required.
- e. City shall allow the Tennis Pro's the use of the facility (ATC) stringing machine for personal racquet stringing only. (Pro must provide own string). If a Teaching Pro strings a member or non-member racquet all facility fees apply and will be payable to the Adams Tennis Complex. The Tennis Pro will be compensated 70% of the charged stringing labor fee per racquet; the City shall retain the other 30%. All payments to Tennis pro shall be made on a monthly basis for funds received during the preceding month.
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4. Fees:

- a. The City shall set fees for lessons, camps or clinics in agreement with Tennis Pro prior to the event. The City shall be responsible for collecting fees and payments shall be made monthly for funds received during the preceding month paid to Tennis Pro.
- b. Any change in the fee structure must have prior approval of the City.
- c. 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 Contract, Contractor certifies and warrants it will comply with this policy.

5. **Allocation of fees.** Of all paid registrations, the Tennis Pro shall receive seventy percent (70%) of the gross revenues and the City shall retain the remaining thirty percent (30%). All

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6. E-Verify.

- a. Pursuant to T.C.A. §50-1-703(a)(1)(A), the Contractor shall provide an acceptable form of identification, such as a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, prior to the Contractor providing labor or services pursuant to this Contract. If the Contractor does not possess a valid Tennessee driver license or photo identification license issued by the Tennessee Department of Safety, any one of the other forms of identification set forth in T.C.A. §50-1-703(a)(1)(A) will be acceptable.
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- b. Tennis Pro 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.
- c. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, Tennis Pro shall be entitled to receive just and equitable compensation from those who have engaged the services of Tennis Pro for themselves for any services or work completed as of the termination date.
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9. **Cancellation of Agreement.** The City has the right to cancel this Agreement if there is a breach of rules or contract. It will be the duty of City to refund to students a prorated fee if needed.
10. **Amendment.** This Agreement constitutes the entire Agreement between the City and Tennis Pro. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

In witness whereof, the City and Tennis Pro have executed this use Agreement on the day and date first written above.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

Date: _____

JOHN MORRIS, TENNIS PRO

DocuSigned by:
By: _____
6D4CF9A25F7C4B6...
Title: Tennis Professional
Date: 6/22/2021
Address: 9430 Lillian Ln
Brentwood TN 37027
City, State Zip Code: _____
Phone: 6152079901
Email: johnniemo67@hotmail.com

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
4A2D25F51F34911
Adam Tucker, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
JON MARK ROWDEN**

This Professional Services Agreement is made by and between the City of Murfreesboro hereafter referred to as "City" through its Parks and Recreation Department and Jon Mark Rowden hereinafter referred to as "Tennis Pro", this ____ day of _____, 2021.

Whereas, the City is interested in utilizing all available facilities to provide quality recreational instruction at minimal cost; and,

Whereas, Tennis Pro is experienced in the instruction of tennis and is interested in offering programs using the facilities of the City;

Now, therefore, the City and Tennis Pro agree as follows:

1. **Term:** The term of this Professional Services Agreement ("Agreement") shall be between July 1, 2021 and June 30, 2022.
2. **Scope of Services – Tennis Pro:**
 - a. Tennis Pro shall teach tennis through private and semi-private lessons, camps and clinics for youth and adults.
 - b. Tennis Pro should help produce publicity, flyers, etc. for the Adams Tennis Complex (ATC). All informational items must have prior approval from the Director of the Murfreesboro Parks and Recreation Department or designee.
 - c. The Tennis Pro shall receive seventy percent (70%) of the gross revenues of all paid fees, for all private and semi-private lessons. The City shall retain the remaining thirty percent (30%). All payments shall be made on a monthly basis for funds received during the preceding month.
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 - f. Tennis Pro shall indemnify and hold harmless the City, its officers, agents, and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Tennis Pro, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.

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- i. Tennis Pro shall follow the rules and regulations of the City of Murfreesboro and the Murfreesboro Parks and Recreation Department.
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- b. Tennis Pro 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.
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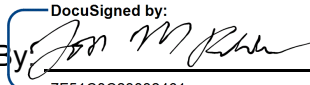
In witness whereof, the City and Tennis Pro have executed this use Agreement on the day and date first written above.

CITY OF MURFREESBORO

JON MARK ROWDEN, TENNIS PRO

By: _____
Shane McFarland, Mayor

Date: _____

DocuSigned by:
By: 
7F51C8C23832461...
Title: Tennis Professional
Date: 6/23/2021
Address: 141 Piney Rd
Dickson, TN 37055
City, State Zip Code: _____
615-618-6543
Phone: _____
Email: jonmrowden@gmail.com

APPROVED AS TO FORM:

DocuSigned by:

43A2835F61F401C
Adam Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Donation of D.A.R.E. Promotional Items to the LaVergne Police Department

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Donation of D.A.R.E. Promotional Items to the LaVergne Police Department.

Staff Recommendation

Approve the donation of various D.A.R.E. items to the LaVergne PD.

Background Information

The Murfreesboro PD transitioned from D.A.R.E. to a new educational program in 2019. The LaVergne PD is still teaching D.A.R.E. in the community and can use the excess promotional and novelty items for their program.

Council Priorities Served

Establish a Strong City Brand

Assisting other law enforcement agencies helps to develop community partnerships.

Fiscal Impact

None.

Attachments

Surplus Property Disposal Forms

City of Murfreesboro**Surplus Property Disposal Form**City Department Police DepartmentShort description of surplus property LOT OF 45 NEW DRAWSTRING DARE BACKPACKS

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$200</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	<input type="checkbox"/>	Trade-in value	<u>\$</u>
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>La Vergne PD</u>	Estimated value <u>\$</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u></u>	Estimated original cost	<u></u>
Seized Property?	<u></u>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:LOT OF 45 NEW DRAWSTRING STYLE BACKPACKSNO LONGER TEACHING DARE PROGRAMSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<u></u>

I request that the item described above be declared surplus property and that the disposal method be approved.

[Signature]
Signed (Department Head)6-22-21
Date

I have reviewed the above information and determined that it is appropriate.

[Signature]
Signed (Fixed Assets Manager)6-24-21
DateI approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.[Signature]
Signed (City Manager or Assist. City Manager)6-24-21
Date**FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.**

D.A.R.E.

City of Murfreesboro

Surplus Property Disposal Form

City Department

Police Department

Short description of surplus property LOT OF 76 DARE T-SHIRTS

Check the proposed method of disposal.

Sell	_____	Estimated value	<u>\$450</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	_____	Trade-in value	<u>\$</u>
Transfer	_____	To whom?	
Donate	<u>X</u>	To whom? <u>Laverne PD</u>	Estimated value \$
Throw away	_____		
Recycle	_____		

Describe the Surplus Property:

Approximate age	_____	Estimated original cost	_____
Seized Property?	_____	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

LOT OF 76 DARE TSHIRTS: 74 CLASSIC WHITE WITH RED DARE LOGO 2 GREY WITH 3D DARE
WHITE- SMALL: 30, MED: 14, LARGE: 23, X-LARGE: 2, 2XL: 1
GREY: 2XLARGE:1, 3X-LARGE: 1
SEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	_____	Equipment dealer	_____
Appraisal	_____	Completed online auctions	_____
Kelley Blue Book	_____	Depreciated value	_____
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u>[Signature]</u>	<u>6.22.21</u>
	(Department Head)	Date

I have reviewed the above information and determined that it is appropriate.

Signed	<u>Vicki J Massey</u>	<u>6-24-21</u>
	(Fixed Assets Manager)	Date

I approve ✓ or disapprove _____ that the above described property be determined surplus and disposed of as indicated.

Signed	<u>Vicki J Massey</u>	<u>Designa</u>	<u>6-24-21</u>
	(City Manager or Assist. City Manager)		Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

DARE[®]

**TO RESIST DRUGS
AND VIOLENCE**

© 1990 DARE



Fruit of the Loom
HD Cotton
3XL

DARE[®]
DARE
DARE

ps.ppa.org/hi

City of Murfreesboro

Surplus Property Disposal Form

City Department

Police Department

Short description of surplus property LOT OF 10 PACKAGES (100 EACH) DARE CERTIFICATES

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$300</u>
		Reserve value (Do not sell below this amt)	\$
Trade-In	<input type="checkbox"/>	Trade-in value	\$
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Laverne PD</u>	Estimated value \$
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age		Estimated original cost	
Seized Property?		Depr value (to be completed by FA Mgr if applicable)	\$ -

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

LOT OF 10 PACKAGES (100 EACH) DARE GRADUATION CERTIFICATES WITH MASCOT
NO LONGER TEACHING DARE PROGRAM

SEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	

I request that the item described above be declared surplus property and that the disposal method be approved.

[Signature]
 Signed (Department Head)

6-22-21
 Date

I have reviewed the above information and determined that it is appropriate.

[Signature]
 Signed (Fixed Assets Manager)

6-24-21
 Date

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

[Signature]
 Signed (City Manager or Assist. City Manager)

Designee

6-24-21
 Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

Certificate of Achievement



This is to certify that

_____ *has successfully completed the*
Drug Abuse Resistance Education Program

D.A.R.E Officer

Date

FINA

City of Murfreesboro**Surplus Property Disposal Form**

City Department

Police Department

Short description of surplus property LOT OF 2 PACKS DARE ACHIEVEMENT CERTIFICATES

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$40</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	<input type="checkbox"/>	Trade-in value	<u>\$</u>
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>LaVergne PD</u>	Estimated value <u>\$</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u> </u>	Estimated original cost	<u> </u>
Seized Property?	<input type="checkbox"/>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:LOT OF 2 PACKS (100 CERTIFICATES PER PACK) DARE ACHIEVEMENT CERTIFICATES
IN NEW CONDITION- IN PLASTIC PACKAGINGSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<u> </u>

I request that the item described above be declared surplus property and that the disposal method be approved.

<u>[Signature]</u>	<u>6.22.21</u>
Signed (Department Head)	Date

I have reviewed the above information and determined that it is appropriate.

<u>Vicki J Massey</u>	<u>6.24.21</u>
Signed (Fixed Assets Manager)	Date

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

<u>Vicki J Massey</u>	<u>Disagree</u>	<u>6.24.21</u>
Signed (City Manager or Assist. City Manager)		Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

DARE®

Certificate of Achievement

This is to certify that

has successfully completed the
Drug Abuse Resistance Education program

Classroom Teacher



DARE Officer / Instructor

City of Murfreesboro**Surplus Property Disposal Form****City Department**Police DepartmentShort description of surplus property LOT OF 50 DARE ACTIVITY BOOKS "WAYS TO BE IN CHARGE"

Check the proposed method of disposal.

Sell	<u>X</u>	Estimated value	<u>\$30</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	<u> </u>	Trade-in value	<u>\$</u>
Transfer	<u> </u>	To whom?	
Donate	<u>X</u>	To whom? <u>Laverne PD</u>	Estimated value <u>\$</u>
Throw away	<u> </u>		
Recycle	<u> </u>		

Describe the Surplus Property:

Approximate age	<u> </u>	Estimated original cost	<u> </u>
Seized Property?	<u> </u>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:LOT OF DARE "WAYS TO BE IN CHARGE" ACTIVITY BOOKS
IN NEW CONDITIONSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<u> </u>	Equipment dealer	<u> </u>
Appraisal	<u> </u>	Completed online auctions	<u> </u>
Kelley Blue Book	<u> </u>	Depreciated value	<u> </u>
		Other (Describe)	<u> </u>

I request that the item described above be declared surplus property and that the disposal method be approved.

<u>[Signature]</u>	<u>6-22-21</u>
Signed (Department Head)	Date

I have reviewed the above information and determined that it is appropriate.

<u>Vicki J. Massey</u>	<u>6-24-21</u>
Signed (Fixed Assets Manager)	Date

I approve ✓ or disapprove that the above described property be determined surplus and disposed of as indicated.

<u>Vicki J. Massey</u>	<u>Designee</u>	<u>6-24-21</u>
Signed (City Manager or Assist. City Manager)		Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

WAYS TO TO BE IN CHARGE



ACTIVITY BOOK

©TEE'S PLUS Screen Printing, Embroidery and Promotional Products

City of Murfreesboro

Surplus Property Disposal Form

City Department Police DepartmentShort description of surplus property LOT OF 14 DARE DESK NOTE CUBES

Check the proposed method of disposal.

Sell	_____	Estimated value	<u>\$65</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	_____	Trade-in value	<u>\$</u>
Transfer	_____	To whom? _____	
Donate	<u>X</u>	To whom? <u>Lafayette PD</u>	Estimated value <u>\$</u>
Throw away	_____		
Recycle	_____		

Describe the Surplus Property:

Approximate age	_____	Estimated original cost	_____
Seized Property?	_____	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:LOT OF 14 DARE NOTE CUBES WITH DARE LOGO ON SIDESNO LONGER TEACHING DARE PROGRAMSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	_____	Equipment dealer	_____
Appraisal	_____	Completed online auctions	_____
Kelley Blue Book	_____	Depreciated value	_____
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u>[Signature]</u>	Date	<u>6-22-21</u>
	(Department Head)		

I have reviewed the above information and determined that it is appropriate.

Signed	<u>Vicki J. Massey</u>	Date	<u>6-24-21</u>
	(Fixed Assets Manager)		

I approve ✓ or disapprove _____ that the above described property be determined surplus and disposed of as indicated.

Signed	<u>Vicki J. Massey</u>	<u>Dargner</u>	<u>6-24-21</u>
	(City Manager or Assist. City Manager)		Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.



DARE DARE

DARE DARE DARE

DARE DARE

DARE DARE DARE

DARE DARE

DARE

City of Murfreesboro**Surplus Property Disposal Form**City Department POLICEShort description of surplus property DARE PHOTO FRAME LOT

Check the proposed method of disposal.

Sell	_____	Estimated value	<u>\$75.00</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	_____	Trade-in value	<u>\$</u>
Transfer	_____	To whom?	
Donate	<u>X</u>	To whom? <u>La Vergne PD</u>	Estimated value _____
Throw away	_____		
Recycle	_____		

Describe the Surplus Property:

Approximate age	_____	Estimated original cost	<u>UNK</u>
Seized Property?	_____	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:LOT OF 15 BLACK 4X6 PHOTO FRAMES WITH RED DARE LOGO ON BOTTOM OF FRAMELIKE NEW CONDITIONMOST STILL IN BOXESSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	_____	Equipment dealer	_____
Appraisal	_____	Completed online auctions	_____
Kelley Blue Book	_____	Depreciated value	_____
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed

(Department Head)

Date

I have reviewed the above information and determined that it is appropriate.

Signed

(Fixed Assets Manager)

Date

I approve _____ or disapprove _____ that the above described property be determined surplus and disposed of as indicated.

Signed

(City Manager or Assist. City Manager)

Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

Photo Frame
4" x 6" - 10 x 15 cm



D.A.R.E.

City of Murfreesboro

Surplus Property Disposal Form

City Department POLICEShort description of surplus property LOT OF DARE ERASERS

Check the proposed method of disposal.

Sell	_____	Estimated value	<u>\$50.00</u>
		Reserve value (Do not sell below this amt)	\$ _____
Trade-In	_____	Trade-in value	\$ _____
Transfer	_____	To whom? _____	
Donate	<u>X</u>	To whom? <u>Laverne PD</u>	Estimated value _____
Throw away	_____		
Recycle	_____		

Describe the Surplus Property:

Approximate age	_____	Estimated original cost	<u>36.00/100</u>	
Seized Property?	_____	Depr value (to be completed by FA Mgr if applicable)	\$	<u>-</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:LOT OF APPROX 250 DARE NOVELTY ERASERSMIXED LOT OF ROUND AND LION HEAD (DARE MASCOT) PENCIL ERASERSSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	_____	Equipment dealer	_____
Appraisal	_____	Completed online auctions	_____
Kelley Blue Book	_____	Depreciated value	_____
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u>[Signature]</u>	Date	<u>6-22-21</u>
	(Department Head)		

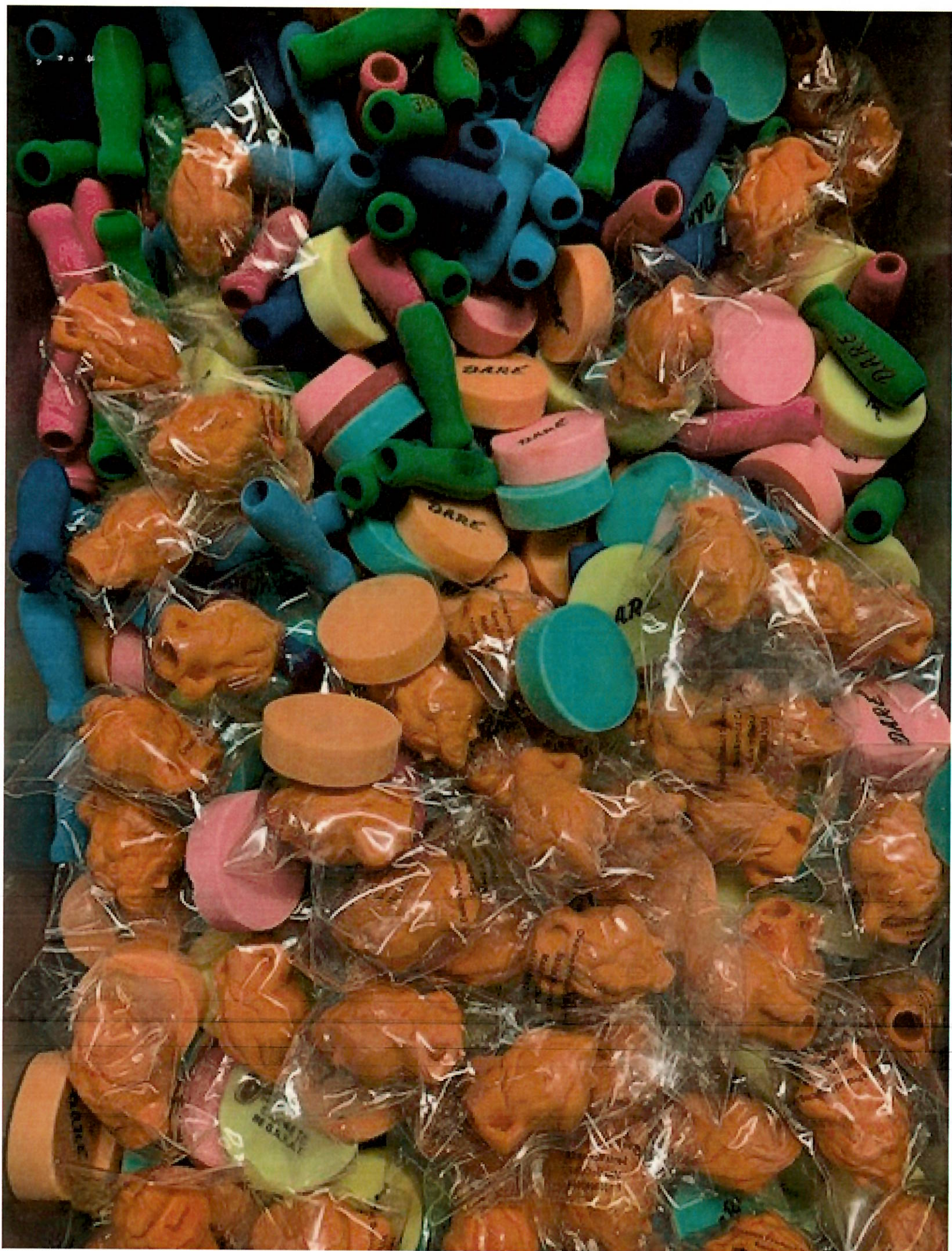
I have reviewed the above information and determined that it is appropriate.

Signed	<u>[Signature]</u>	Date	<u>6-24-21</u>
	(Fixed Assets Manager)		

I approve ✓ or disapprove _____ that the above described property be determined surplus and disposed of as indicated.

Signed	<u>[Signature]</u>	<u>[Signature]</u>	Date	<u>6-24-21</u>
	(City Manager or Assist. City Manager)			

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.



City of Murfreesboro**Surplus Property Disposal Form**City Department Police DepartmentShort description of surplus property LOT OF 26 CLEAR DARE ACRYLIC WATER BOTTLES

Check the proposed method of disposal.

Sell	_____	Estimated value	<u>\$70</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	_____	Trade-in value	<u>\$</u>
Transfer	_____	To whom?	_____
Donate	<u>X</u>	To whom? <u>Laverne PD</u>	Estimated value <u>\$</u>
Throw away	_____		
Recycle	_____		

Describe the Surplus Property:

Approximate age	_____	Estimated original cost	_____
Seized Property?	_____	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:LOT OF 26 CLEAR DARE ACRYLIC WATER BOTTLESNEW IN PLASTIC AND IN SHIPPING BOXSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	_____	Equipment dealer	_____
Appraisal	_____	Completed online auctions	_____
Kelley Blue Book	_____	Depreciated value	_____
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u>[Signature]</u>	Date	<u>6-22-21</u>
	(Department Head)		

I have reviewed the above information and determined that it is appropriate.

Signed	<u>Vicki J. Massey</u>	Date	<u>6-24-21</u>
	(Fixed Assets Manager)		

I approve ✓ or disapprove _____ that the above described property be determined surplus and disposed of as indicated.

Signed	<u>Vicki J. Massey</u>	Date	<u>6-24-21</u>
	(City Manager or Assist. City Manager)		

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.





City of Murfreesboro**Surplus Property Disposal Form**

City Department

Police Department

Short description of surplus property LOT OF VARIOUS DARE PROMOTIONAL ITEMS

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	\$100
		Reserve value (Do not sell below this amt)	\$
Trade-In	<input type="checkbox"/>	Trade-in value	\$
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Laverne PD</u>	Estimated value \$
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age		Estimated original cost	
Seized Property?		Depr value (to be completed by FA Mgr if applicable)	\$ -


Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:LOT INCLUDES 2 SETS GOLF TEES, VARIOUS STICKER PACKS, 10 DARE CAR TAGS,
21 DARE CITATION NOTE PADS, 2 COIN PURSES, 4 SETS EAR BUDSSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed		Date	<u>6-22-21</u>
	(Department Head)		

I have reviewed the above information and determined that it is appropriate.

Signed		Date	<u>6-24-21</u>
	(Fixed Assets Manager)		

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

Signed		Date	<u>6-24-21</u>
	(City Manager or Assist. City Manager)		

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.



 **DARE** 

CITATION

- ☐ You're trying; I appreciate that.
- ☐ Terrific work! Keep it up.
- ☐ Much better; I'm proud of you.
- ☐ Your work is neat; I like that.
- ☐ You're catching on; stick with it.
- ☐ I knew you could do it. Great work!
- ☐ Nice job; you should feel proud.
- ☐ Now you've got it. Good for you!
- ☐ Everyday a little better!
- ☐ You've worked hard on this; it shows.
- ☐ Your best work; I'm impressed.
- ☐ I enjoyed reading this work.
- ☐ Good job with this assignment.
- ☐ Out of sight! Your best work ever.
- ☐ Marvelous! Extra effort paid off.
- ☐ Wow! You are 100% correct.
- ☐ You did great. Congratulations!
- ☐ Very creative, indeed!
- ☐ Thank you! You did it all.
- ☐ Improper heading.
- ☐ Did not have a title.
- ☐ You could have done better.









City of Murfreesboro**Surplus Property Disposal Form**

City Department

Police Department

Short description of surplus property LOT OF 3 GIANT DARE NOVELTY PENCILS

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$150</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	<input type="checkbox"/>	Trade-in value	<u>\$</u>
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>LaVergne PD</u>	Estimated value <u>\$</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u></u>	Estimated original cost	<u></u>
Seized Property?	<input type="checkbox"/>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.


If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

LOT OF 3 GIANT DARE NOVELTY PENCILSALL ARE IN NEW CONDITION STILL IN SHIPPING TUBESSEE ATTACHED PHOTOS

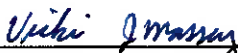
Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<u></u>

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u></u>	Date	<u>6.22.21</u>
	(Department Head)		

I have reviewed the above information and determined that it is appropriate.

Signed	<u></u>	Date	<u>6.24.21</u>
	(Fixed Assets Manager)		

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

Signed	<u></u>	<u></u>	Date	<u>6.24.21</u>
	(City Manager or Assist. City Manager)			

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.





City of Murfreesboro**Surplus Property Disposal Form****City Department**Police DepartmentShort description of surplus property LOT OF 12 DARE DRUG FREE ZONE STREET SIGNS

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$150</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	<input type="checkbox"/>	Trade-in value	<u>\$</u>
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Lavergne PD</u>	Estimated value <u>\$</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u> </u>	Estimated original cost	<u> </u>
Seized Property?	<input type="checkbox"/>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:LO TOF 12 DARE DRUG FREE 12" X 18" STREET SIGNS2 IN LIKE NEW CONDITION 10 STILL IN PLASTIC SLEEVESSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<u> </u>

I request that the item described above be declared surplus property and that the disposal method be approved.

<u>[Signature]</u>	<u>6-22-21</u>
Signed (Department Head)	Date

I have reviewed the above information and determined that it is appropriate.

<u>[Signature]</u>	<u>6-24-21</u>
Signed (Fixed Assets Manager)	Date

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

<u>[Signature]</u>	<u>Designee</u>	<u>6-24-21</u>
Signed (City Manager or Assist. City Manager)		Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

THIS IS

A

D.A.R.E.[®]

DRUG FREE
SCHOOL
ZONE

City of Murfreesboro**Surplus Property Disposal Form**

City Department

Police Department

Short description of surplus property LOT OF 83 DARE CHALLENGE COINS

Check the proposed method of disposal.

Sell	_____	Estimated value	<u>\$250</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	_____	Trade-in value	<u>\$</u>
Transfer	_____	To whom? _____	
Donate	<u>X</u>	To whom? <u>LaVergne PD</u>	Estimated value \$ _____
Throw away	_____		
Recycle	_____		

Describe the Surplus Property:

Approximate age	_____	Estimated original cost	_____
Seized Property?	_____	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

LOT OF 83 DARE CHALLENGE COINS IN PLASTIC CASESNO LONGER TEACHING DARE PROGRAMSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	_____	Equipment dealer	_____
Appraisal	_____	Completed online auctions	_____
Kelley Blue Book	_____	Depreciated value	_____
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u>[Signature]</u>	Date	<u>6-22-21</u>
	(Department Head)		

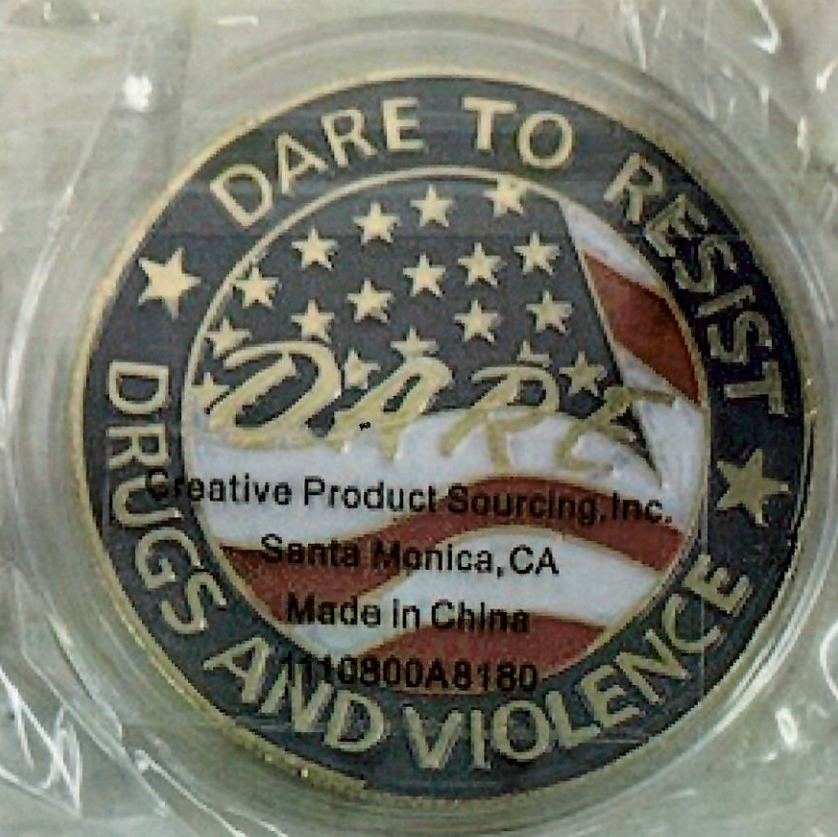
I have reviewed the above information and determined that it is appropriate.

Signed	<u>Vicki J. Massey</u>	Date	<u>6-24-21</u>
	(Fixed Assets Manager)		

I approve ☒ or disapprove _____ that the above described property be determined surplus and disposed of as indicated.

Signed	<u>Vicki J. Massey</u>	Designee	<u>6-24-21</u>
	(City Manager or Assist. City Manager)		Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.



City of Murfreesboro

Surplus Property Disposal Form

City Department Police DepartmentShort description of surplus property LOT OF 138 DARE GRADUATION LAPEL PINS

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$200</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	<input type="checkbox"/>	Trade-in value	<u>\$</u>
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Lavergne PD</u>	Estimated value <u>\$</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u> </u>	Estimated original cost	<u> </u>
Seized Property?	<input type="checkbox"/>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

LOT OF 138 DARE GRADUATION LAPEL PINS STILL IN PLASTIC PACKAGING
NO LONGER TEACHING DARE PROGRAM

SEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<u> </u>

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed [Signature] (Department Head) Date 6-22-21

I have reviewed the above information and determined that it is appropriate.

Signed [Signature] (Fixed Assets Manager) Date 6-24-21

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

Signed [Signature] (City Manager or Assist. City Manager) Date 6-24-21

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.



City of Murfreesboro

Surplus Property Disposal Form

City Department

Police Department

Short description of surplus property LOT OF 11 PACKS DARE DESK NAME CARDS

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$250</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	<input type="checkbox"/>	Trade-in value	<u>\$</u>
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>LaVergne PD</u>	Estimated value <u>\$</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u> </u>	Estimated original cost	<u> </u>
Seized Property?	<input type="checkbox"/>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

LOT OF 11 PACKS (100 PER PACK) DARE DESK NAME TENTS WITH MASCOT
NO LONGER TEACHING DARE PROGRAM

SEE ATTACHED PHOTOS

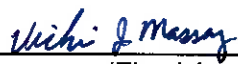
Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<u> </u>

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u></u>	<u>6-22-21</u>
	(Department Head)	Date

I have reviewed the above information and determined that it is appropriate.

Signed	<u></u>	<u>6-24-21</u>
	(Fixed Assets Manager)	Date

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

Signed	<u></u>	<u>6-24-21</u>
	(City Manager or Assist. City Manager)	Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.



TO RESIST DRUGS
AND VIOLENCE

D.A.R.E.



- A. Avoiding the situation.
- B. Strength in numbers.
- C. Walking away.
- D. Cold shoulder.
- E. Saying "NO".
- F. Giving a reason or fact.
- G. Changing the subject.
- H. Repeated refusal, or keep saying no (Skipping CD).
- I. Use humor.

Way TO BE IN
CHALLENGE

NAME: _____

City of Murfreesboro**Surplus Property Disposal Form**

City Department

Police Department

Short description of surplus property LOT OF 8 PACKAGES DARE "KEEPIN IT REAL" NAME CARDS

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$200</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	<input type="checkbox"/>	Trade-in value	<u>\$</u>
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Laverne PD</u>	Estimated value <u>\$</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u> </u>	Estimated original cost	<u> </u>
Seized Property?	<input type="checkbox"/>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

LOT OF 8 PACKAGES OF SMALL NAME TENTS DARE "KEEPIN IT REAL" LOGO
NO LONGER TEACHING DARE PROGRAM
100 PER PACKAGE
SEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<u> </u>

I request that the item described above be declared surplus property and that the disposal method be approved.

<u>[Signature]</u>	<u>6-22-21</u>
Signed (Department Head)	Date

I have reviewed the above information and determined that it is appropriate.

<u>Vicki J. Massey</u>	<u>6-24-21</u>
Signed (Fixed Assets Manager)	Date

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

<u>Vicki J. Massey</u>	<u>Designee</u>	<u>6-24-21</u>
Signed (City Manager or Assist. City Manager)		Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

D.A.R.E. RULES

- RAISE YOUR HAND SO THAT ONE PERSON SPEAKS AT A TIME.
- BE POSITIVE, RESPONSIBLE, AND RESPECTFUL. A PUT-DOWN CAN HURT FEELINGS AND STOP OPEN DISCUSSION.
- OBSERVE AND USE THE QUIET SIGNAL.
- USE THE WORDS "SOMEONE I KNOW" INSTEAD OF A PERSON'S NAME WHEN SHARING A STORY.
- ANSWER QUESTIONS THAT FEEL COMFORTABLE TO YOU.



NAME _____

City of Murfreesboro

Surplus Property Disposal Form

City Department

Police Department

Short description of surplus property LOT OF 1230 DARE "KEEPIN IT REAL" WORKBOOKS- ENGLISH

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$1,600</u>
		Reserve value (Do not sell below this amt)	\$
Trade-In	<input type="checkbox"/>	Trade-in value	\$
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Laverne PD</u>	Estimated value \$
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	_____	Estimated original cost	_____
Seized Property?	_____	Depr value (to be completed by FA Mgr if applicable)	\$ -

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

LOT OF APPROXIMATELY 1230 DARE "KEEPIN IT REAL" WOOKBOOKS- ENGLISHNO LONGER TEACHING DARE PROGRAMMOST ARE STILL IN UNOPENED SHIPPING BOXES--- 100 PER BOXSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

<u>[Signature]</u>	<u>6-22-21</u>
Signed (Department Head)	Date

I have reviewed the above information and determined that it is appropriate.

<u>Vicki J. Massey</u>	<u>6-24-21</u>
Signed (Fixed Assets Manager)	Date

I approve ☒ or disapprove _____ that the above described property be determined surplus and disposed of as indicated.

<u>Vicki J. Massey</u>	<u>Designa</u>	<u>6-24-21</u>
Signed (City Manager or Assist. City Manager)		Date

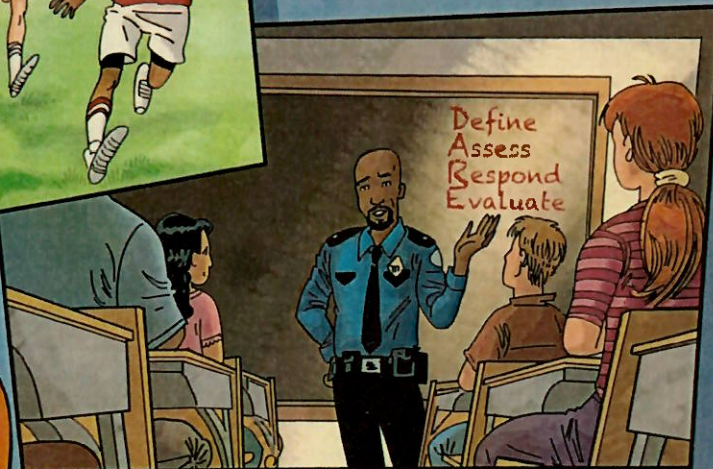
FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

keepin'
it...

REAL



D.A.R.E.®



DARE.ORG

NAME: _____

ROOM: _____

City of Murfreesboro

Surplus Property Disposal Form

City Department Police DepartmentShort description of surplus property LOT OF 150 DARE "KEEPIN IT REAL" WORKBOOKS- SPANISH

Check the proposed method of disposal.

Sell	_____	Estimated value	<u>\$150</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	_____	Trade-in value	<u>\$</u>
Transfer	_____	To whom?	
Donate	<u>X</u>	To whom? <u>La Vergne PD</u>	Estimated value <u>\$</u>
Throw away	_____		
Recycle	_____		

Describe the Surplus Property:

Approximate age	_____	Estimated original cost	_____
Seized Property?	_____	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:LOT OF 150 DARE "KEEPIN IT REAL" WORKBOOKS- SPANISHNO LONGER TEACHING DARE PROGRAMSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	_____	Equipment dealer	_____
Appraisal	_____	Completed online auctions	_____
Kelley Blue Book	_____	Depreciated value	_____
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed

(Department Head)

Date

I have reviewed the above information and determined that it is appropriate.

Signed

(Fixed Assets Manager)

Date

I approve ✓ or disapprove _____ that the above described property be determined surplus and disposed of as indicated.

Signed

(City Manager or Assist. City Manager)

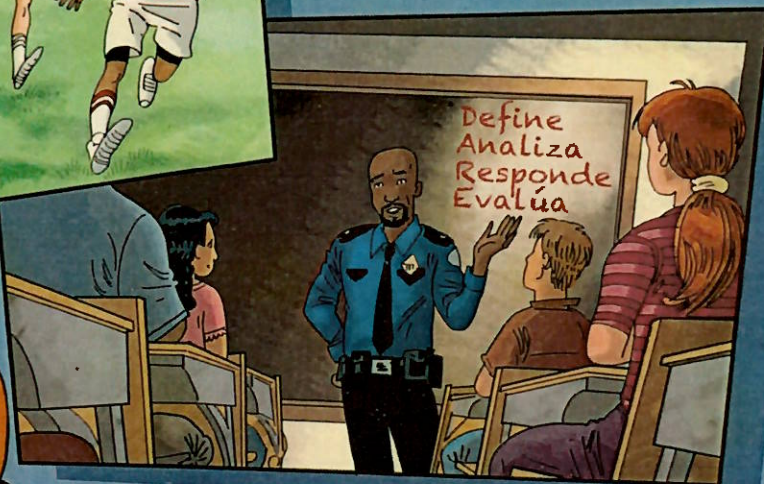
Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

haciéndolo...

REAL

D.A.R.E.



DAREMEXICO.ORG

NOMBRE: _____

SALÓN: _____

City of Murfreesboro
Surplus Property Disposal Form
City Department POLICE

Short description of surplus property DARE TABLE COVERING

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$40.00</u>
		Reserve value (Do not sell below this amt)	\$
Trade-In	<input type="checkbox"/>	Trade-in value	\$
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Laverne PD</u>	Estimated value
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	_____	Estimated original cost	<u>\$ 45.00</u>
Seized Property?	_____	Depr value (to be completed by FA Mgr if applicable)	\$ -

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

BLACK TABLE COVER WITH RED DARE LOGO MADE FOR 8' TABLE
VERY GOOD CONDITION

SEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	_____	Equipment dealer	_____
Appraisal	_____	Completed online auctions	_____
Kelley Blue Book	_____	Depreciated value	_____
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u>[Signature]</u>	Date	<u>6.22.21</u>
	(Department Head)		

I have reviewed the above information and determined that it is appropriate.

Signed	<u>Vicki J. Massey</u>	Date	<u>6.24.21</u>
	(Fixed Assets Manager)		

I approve ☒ or disapprove _____ that the above described property be determined surplus and disposed of as indicated.

Signed	<u>Vicki J. Massey</u>	Date	<u>6.24.21</u>
	(City Manager or Assist. City Manager)		

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

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City of Murfreesboro

Surplus Property Disposal Form

City Department

Police Department

Short description of surplus property LOT OF NEW DARE BACKPACKS (29)

Check the proposed method of disposal.

Sell	_____	Estimated value	<u>\$600</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	_____	Trade-in value	<u>\$</u>
Transfer	_____	To whom?	
Donate	<u>X</u>	To whom? <u>Laverne PD</u>	Estimated value <u>\$</u>
Throw away	_____		
Recycle	_____		

Describe the Surplus Property:

Approximate age	_____	Estimated original cost	_____
Seized Property?	_____	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:LOT OF DARE BACKPACKS NEW STILL IN PLASTIC PACKAGING 29 Backpacks
NO LONGER TEACHING DARE PROGRAMSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	_____	Equipment dealer	_____
Appraisal	_____	Completed online auctions	_____
Kelley Blue Book	_____	Depreciated value	_____
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

<u>[Signature]</u>	<u>6-22-21</u>
Signed (Department Head)	Date

I have reviewed the above information and determined that it is appropriate.

<u>Vicki J. Massey</u>	<u>6-24-21</u>
Signed (Fixed Assets Manager)	Date

I approve ✓ or disapprove _____ that the above described property be determined surplus and disposed of as indicated.

<u>Vicki J. Massey</u>	<u>Designe</u>	<u>6-24-21</u>
Signed	(City Manager or Assist. City Manager)	Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.





City of Murfreesboro

Surplus Property Disposal Form

City Department Police DepartmentShort description of surplus property LOT OF 33 DARE INSULATED LUNCH BAGS

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$150</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	<input type="checkbox"/>	Trade-in value	<u>\$</u>
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Laverne PD</u>	Estimated value \$
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u> </u>	Estimated original cost	<u> </u>
Seized Property?	<u> </u>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>


Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:LOT OF 33 RED INSULATED LUNCH BAGS WITH DARE LOGONO LONGER TEACHING DARE PROGRAMSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<u> </u>

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u></u>	<u>6-22-21</u>	Date
	(Department Head)		

I have reviewed the above information and determined that it is appropriate.

Signed	<u></u>	<u>6-24-21</u>	Date
	(Fixed Assets Manager)		

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

Signed	<u></u>	<u>Designee</u>	<u>6-24-21</u>	Date
	(City Manager or Assist. City Manager)			

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.



City of Murfreesboro**Surplus Property Disposal Form**

City Department

Police Department

Short description of surplus property LOT OF 68 CLEAR DRAWSTRING STADIUM DARE BAGS

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$300</u>
		Reserve value (Do not sell below this amt)	\$
Trade-In	<input type="checkbox"/>	Trade-in value	\$
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Lavergne PD</u>	Estimated value \$
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age		Estimated original cost	
Seized Property?		Depr value (to be completed by FA Mgr if applicable)	\$ -

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:LOT OF 68 CLEAR STADIUM BAGS WITH DARE LOGONO LONGER TEACHING DARE PROGRAMSEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u>[Signature]</u>	Date
	(Department Head)	<u>6-22-21</u>


I have reviewed the above information and determined that it is appropriate.

Signed	<u>Vicki J. Massey</u>	Date
	(Fixed Assets Manager)	<u>6-24-21</u>

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

Signed	<u>Vicki J. Massey</u>	Date
	(City Manager or Assist. City Manager)	<u>6-24-21</u>

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.



D.A.R.E.

TO RESIST DRUGS
AND VIOLENCE

City of Murfreesboro
Surplus Property Disposal Form
City Department POLICE

Short description of surplus property DARE UPRIGHT BANNERS

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	<u>\$200.00</u>
		Reserve value (Do not sell below this amt)	<u>\$</u>
Trade-In	<input type="checkbox"/>	Trade-in value	<u>\$</u>
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>Laverne PD</u>	Estimated value _____
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	<u>10 YR</u>	Estimated original cost	<u>\$ 84.00</u>
Seized Property?	<input type="checkbox"/>	Depr value (to be completed by FA Mgr if applicable)	<u>\$ -</u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

UPRIGHT BANNER FOR DARE EVENTS INCLUDES CANVAS CARRYING BAG
GOOD USED CONDITION

SEE ATTACHED PHOTOS

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<input type="checkbox"/>

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u>[Signature]</u>	Date	<u>6-22-21</u>
	(Department Head)		

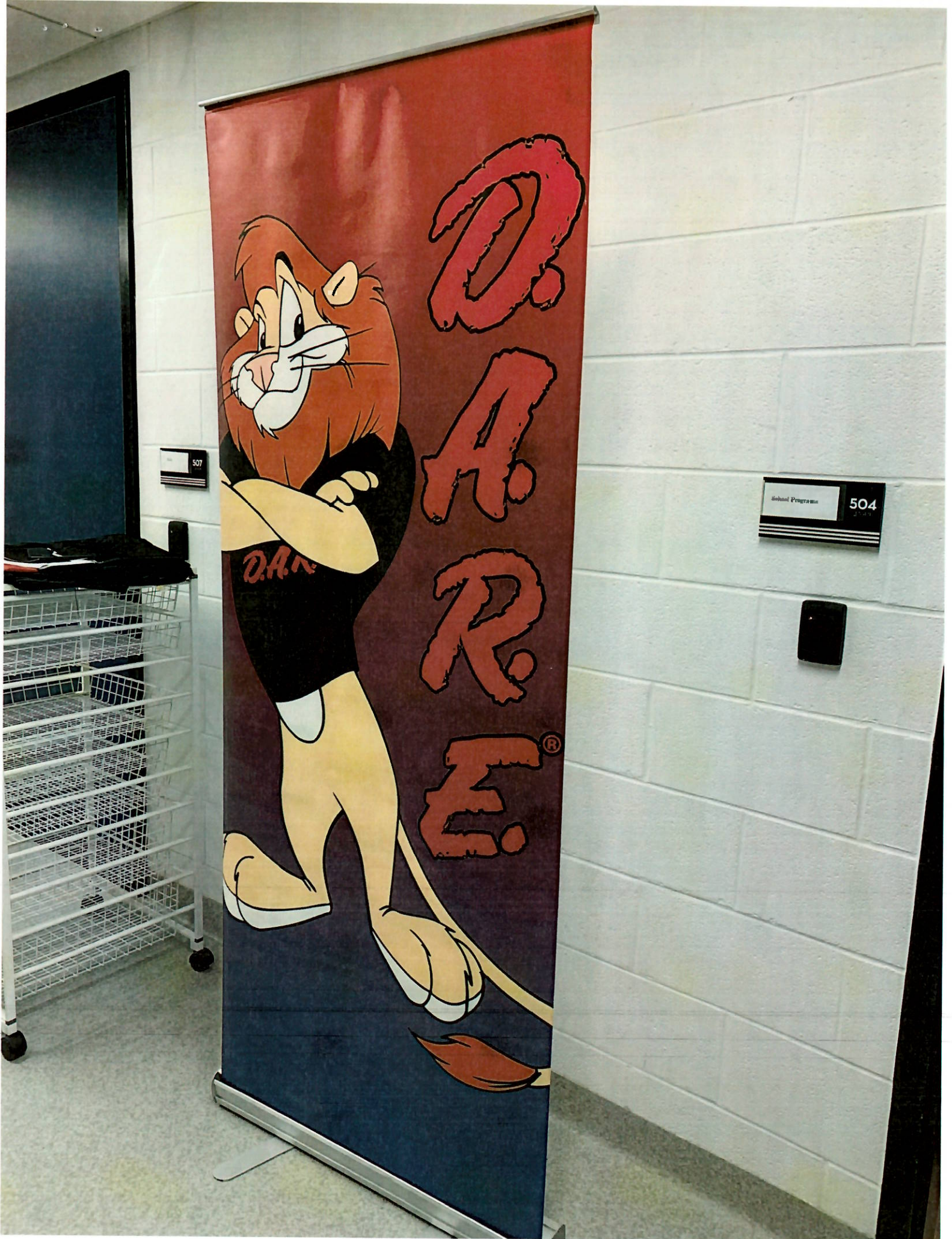
I have reviewed the above information and determined that it is appropriate.

Signed	<u>[Signature]</u>	Date	<u>6-24-21</u>
	(Fixed Assets Manager)		

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

Signed	<u>[Signature]</u>	Date	<u>6-24-21</u>
	(City Manager or Assist. City Manager)		

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.



507

School Programs
504



COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Grants of Right-of-Way and Easements to TDOT for Thompson Lane and New Salem Highway

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

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

Summary

Grants of Right-of-Way and easements over four City properties is necessary for TDOT construction on Thompson Lane (SR 268) and from one City property on New Salem Highway (SR 99).

Staff Recommendation

Approve grants of the right-of-way and easements to TDOT.

The Water Resources Board recommended approval of the grant from the Pump Station 10 Site on April 27, 2021.

Planning Commission recommended approval of the right-of-way and easement grants on May 19, 2021.

The Federal Transit Administration approved the right-of-way and easement grant from the Transit Center Site on June 8, 2021.

Background Information

TDOT is currently undertaking construction for the improvement of the two state routes, Thompson Lane (SR 268) and New Salem Highway (SR 99). The affected properties are as follows:

1. Thompson Lane Tr. 162 – WRS Pump Station 10 (Exhibit A),
2. Thompson Lane Tr. 166 – Hooper's Bottom Floodway (Exhibit B),
3. Thompson Lane Tr. 222 – Siegel Elementary School (Exhibit C),
4. Thompson Lane Tr. 90 – Fire Station 7 (Exhibit D) and
5. SR 99 / New Salem Tr. 75-S – proposed Transit Center site (Exhibit E).

Illustrations and copies of the proposed right-of-way and easements are attached.

Council Priorities Served

Expand infrastructure

Granting right-of-way and easements is a typical and necessary part of projects that expand the roadway infrastructure throughout the City and benefits the community by improving the City's transportation network.

Fiscal Impact

None.

Attachments

1. Thompson Lane Tr. 162 – WRS Pump Station 10 (Exhibit A),
2. Thompson Lane Tr. 166 – Hooper's Bottom Floodway (Exhibit B),
3. Thompson Lane Tr. 222 – Siegel Elementary School (Exhibit C),
4. Thompson Lane Tr. 90 – Fire Station 7 (Exhibit D) and
5. SR 99 / New Salem Tr. 75-S – proposed Transit Center site (Exhibit E).

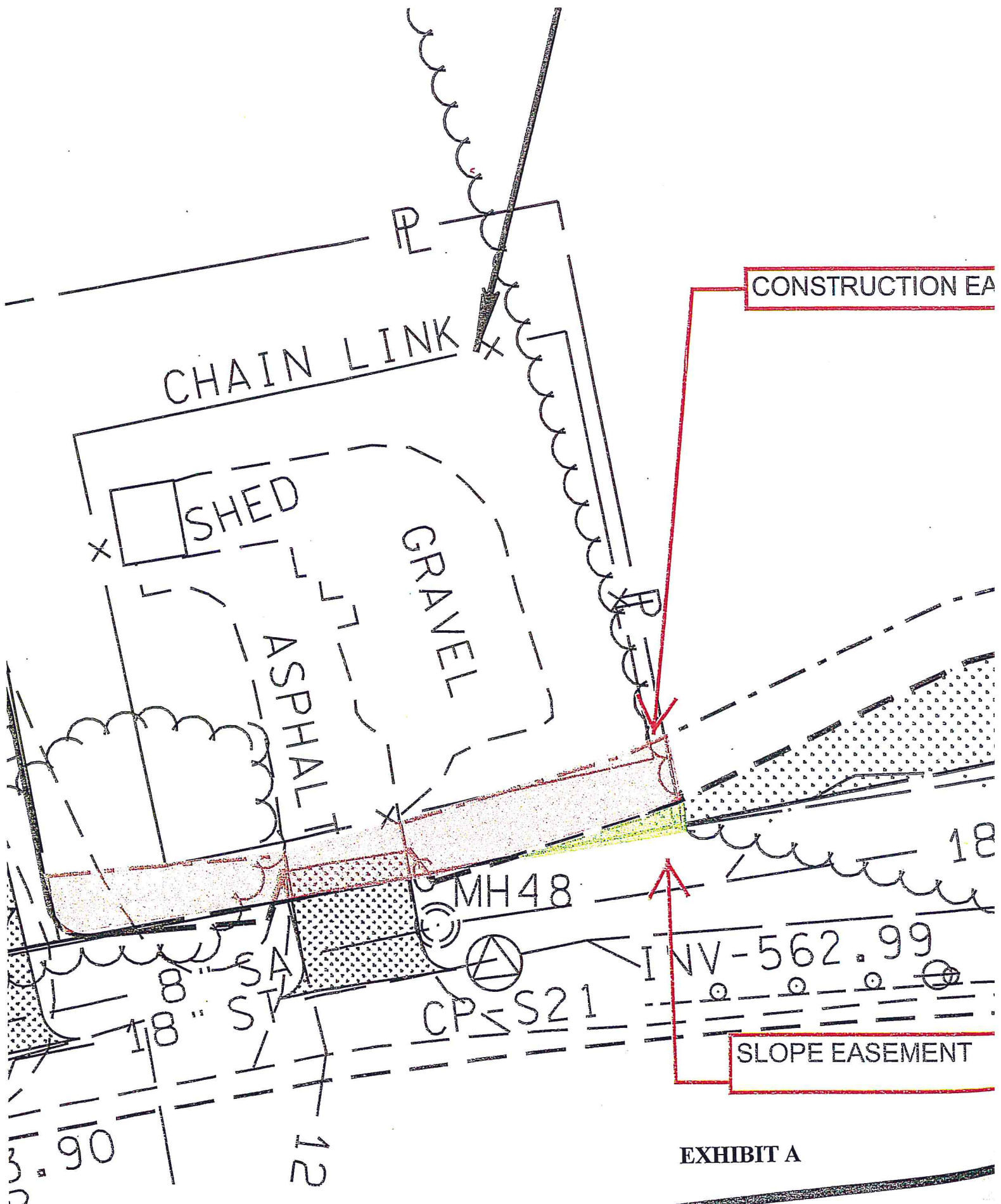


EXHIBIT A

INV-544.16
INV-544.02

DESIGN SPEED 50 MPH
TRANS. LENGTH 220

MH51
TOP-560.87
INV-546.27
INV-546.13

MH50
TOP-555.22
INV-544.72
INV-544.56
INV-544.50

EXHIBIT B

166

155 CITY OF
MURFREESBORO

SLOPE ESMT.

PERM. DRAINAGE
ESMT.

10' CONST. ESMT.

PROP. 83 LF OF 12'X8'
REINFORCED CONC. BOX
PROP. R.O.W.

PERM. DRAINAGE
ESMT.
SLOPE ESMT.

WWC-9/EPH-9
18" ST
18" SA
INV-545.00
60CMP
PRES. & PROP.
R.O.W.

OF 80"X18" HOC
15 SA
60 ST

TO BE REMOVED

18" SA
PRES. R.O.W.

18" SA
PRES. & PROP.
R.O.W.

PRES. R.O.W.
INV
546.43

PRES. R.O.W.

PROP. R.O.W.
10' CONST. ESMT.

PERM. DRAINAGE
ESMT.

SLOPE ESMT.

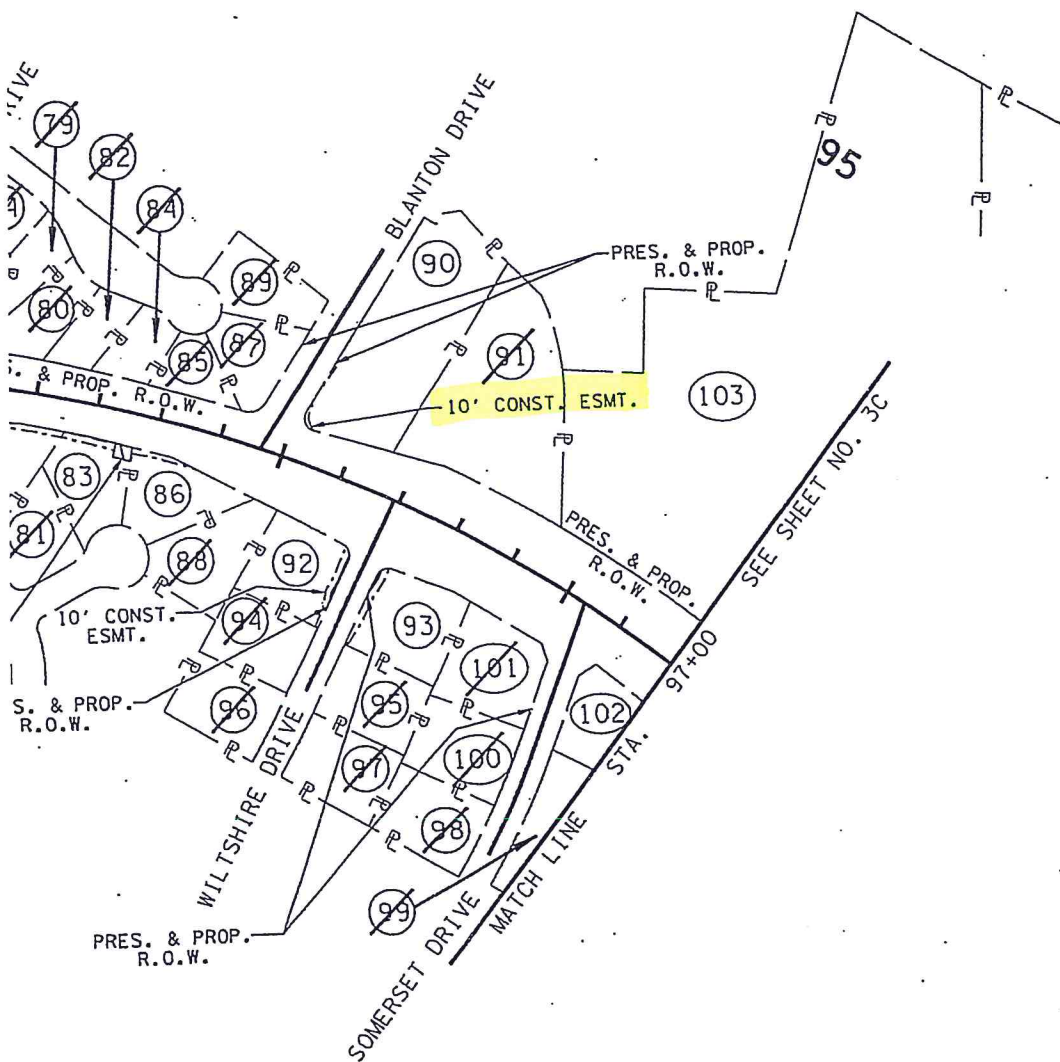
FILL

STA. 156+00

SEE SHEET NO. 16

R.O.W.

R.O.W.



R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD/83(1995),
ARE DATUM ADJUSTED BY THE
FACTOR OF 1.000070 AND TIED TO
THE TGRN. ALL ELEVATIONS ARE
REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPERTY
MAP

CURVE NS-6
 PI 573+24.72
 N 548,841.0900
 E 1,847,546.3624
 Δ 2° 44' 12" (RT)
 D 1° 00' 00"
 R 5,729.58
 L 273.68
 T 136.87
 SE RC
 DESIGN SPEED 50 MPH
 TRANS. LENGTH 173

CITY OF MURFREESBORO
 TRACT NO. (75)
Fee Simple 75-S

FRANKLIN ROAD
 CHURCH OF CHRIST
 TRACT NO. (101) 580
 STA. 581+44.97 S.R. 99 =
 STA. 100+00.00 BRIDGE AVE
 N 549656.9886
 E 847631.2462

JOHN R. DOLAN
 ETUX-KINDERLY
 TRACT NO. (78)

CITY OF MURFREESBORO
 TRACT NO. (77)

CITY OF MURFREESBORO
 TRACT NO. (77)

LEGEND	
STYLE	ITEM
	SLOPE EASEMENT
	CONSTRUCTION EASI

NOTE: SEE U-1 SHEETS F
 UTILITY LOCATION

NORTHING	EASTING	ELEVATION	NUMBER
548904.8538	1847500.7491	588.2867	BM-37322

POINT*	NORTH(Y)	EAST(X)	ELEV(Z)	STATION	OFFSET
CP-55	548472.09	1847555.82	590.41	569+57.05	30.00 R
CP-56	548424.85	1847964.71	593.51	569+37.72	44.18 R
CP-57	548957.80	1847539.24	589.50	574+40.08	19.00 R

EXHIBIT E

STATE OF TENNESSEE

COAL CO INC.
 (76)
 TENNESSEE,
 CORPORATION

COUNCIL COMMUNICATION

Meeting Date: 7/08/2021

Item Title: FY22 Contract with RTA for Provision of Transit Services

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

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

Summary

Contract with Regional Transportation Authority (RTA) for the City subsidized route serving Murfreesboro—Nashville.

Staff Recommendation

Approve Contract between the City and RTA for the FY22.

Background Information

Each year the RTA determines local subsidies based on ridership, Congestion Mitigation and Air Quality (CMAQ) funds. In addition to the City's funds, the Federal Transit Authority and CMAQ funding, the cost of operating RTA service is subsidized by the Town of Smyrna, MTSU, Rutherford County, and Davidson County.

RTA recently combined routes 96 and 84 to provide 11 trips per day for the 84 service during FY22. The City subsidizes funding for this route operated by the RTA serving Murfreesboro and providing transportation to/from Nashville. The total cost to operate the service for FY22 is \$1,301,278. The City's share of the total cost is \$33,610.

Council Priorities Served

Expand infrastructure

The Relax and Ride Commuter service provides an option for citizens employed in Nashville and living in Murfreesboro that reduces the amount of traffic commuting over this route thus expanding the route's capacity.

Fiscal Impacts

The City's share of the service, \$33,610, is paid 100% with Federal funds through the CARES Act.

Attachments:

1. Contract between the City and RTA
2. Relax and Ride Budget, Route Map, Invoice

**CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND THE REGIONAL TRANSPORTATION AUTHORITY
FOR THE PROVISION OF TRANSIT SERVICES**

This Transit Services Contract, effective _____ hereinafter referred to as the "Contract", by and between the City of Murfreesboro, hereinafter referred to as the "City" and the Regional Transportation Authority, hereinafter referred to as the "Contractor" or "RTA," is for the provision of certain transit services as described herein, and as further defined in the "SCOPE OF SERVICES".

The Contractor is a governmental entity. The Contractor's address is:

RTA
430 Myatt Drive
Nashville, TN 37115

A. SCOPE OF SERVICES

- A.1. The RTA shall operate or cause to be operated a regularly scheduled transit service for the route and schedule of said project found in ATTACHMENT 1, a map of bus route 84X, between Nashville/Davidson County, Tennessee and Murfreesboro, Tennessee. This service shall service the City as a transit infrastructure.

Marketing of the project will be done through the collaborative regional transit program, RTA Relax and Ride, which is led by RTA. Any direct expenses related to marketing will be paid through the RTA Relax and Ride budgets. Promotion of said services may include, among other things, information requests, surveys and service identification on vehicles.

The City will designate an employee who shall be responsible for the approval or disapproval of RTA invoices and to respond to inquiries and for approval of the RTA's final work product.

Other than responding to inquiries and explanations of issues addressed in this Contract, the City will not control or instruct the work activities of RTA in fulfilling its requirements under this Contract. RTA shall be responsible for obtaining the end results of work product.

It is understood that RTA will provide sufficient prior written notification to the City when opportunities avail themselves to review possible service changes and schedule modifications to make more efficient use of available transit resources as pertaining to the services described in ATTACHMENT 1.

- A.2. The City is a governmental entity and is the Designated Recipient for federal transit funding under the Federal Transit Authority Urbanized Formula Grant program, 49 U.S.C. § 5307.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2021 and ending on June 30, 2022. The City shall have no obligation for services rendered by the Contractor which are not performed within the specified period or between the specified route terminus.

- B.2. Term Extension. The City reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5)

years, provided that the City notifies the Contractor in writing of its intention to do so prior to the Contract expiration date. An extension of the term of this Contract beyond June 30, 2022 will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the City's maximum liability shall only be affected through an amendment to the Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Obligation for Payments. The RTA represents and acknowledges that the RTA has agreements with Rutherford County, Middle Tennessee State University (MTSU) and Davidson County obligating these participating entities to provide local matching funds and other subsidies for this route.

The RTA shall individually bill each participating entity directly for their individual share in accordance with agreements between the RTA and each participating entity.

The Operating Hours per Day x Cost per Hour x Number Days of Service per Year shall constitute the Total Cost per Year for the RTA service. The City of Murfreesboro shall be responsible for payment of its pro rata share of the actual overall service provided that is determined through application of this formula as exhibited in ATTACHMENT 2, the budget.

The RTA shall bill the City its local share of the service. The City, as designated recipient, will be responsible for submission and receipt of any federally and state reimbursable portion of cost from the Federal Transit Administration (FTA) and Tennessee Department of Transportation (TDOT) respectively. The City portion is exhibited in ATTACHMENT 3, the invoice.

- C.2 Maximum Liability. The Contract Budget, attached and incorporated herein as a part of this Contract as ATTACHMENT 2, shall constitute the maximum amount due the Contractor for the services and all of the City's obligations hereunder. The Contract budget line items include, but are not limited to, all applicable taxes, fees, overhead, any new additional service and all other direct and indirect costs incurred or to be incurred by the Contractor.

- C.3. Compensation Firm. The maximum charge per hour is denoted in ATTACHMENT 2 and is not subject to escalation for any reason unless amended.

- C.4. Payment Methodology. The Contractor shall submit invoices, in form and substance acceptable to the City, with all of the necessary supporting documentation, prior to any reimbursement.

The invoice and supporting documentation shall be submitted annually and indicate the amount charged for the period invoiced.

- C.5 Disbursement Reconciliation and Close Out. The Contractor must close out its accounting records at the end of the Contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward. .

- C.6. Payment of Invoice. The payment of the invoice by the City shall not prejudice the City's right to object to or question any invoice or matter in relation thereto. Such payment by the City shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

- C.7. Deductions. The City reserves the right to deduct from amounts which are or shall become due and

payable to the Contractor under this or any Contract between the Contractor and the City any amounts which are or shall become due and payable to the City by the Contractor.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The City is not bound by this Contract until it is approved and executed by the appropriate City officials in accordance with applicable Murfreesboro City laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Murfreesboro City officials in accordance with applicable Murfreesboro City laws and regulations.
- D.3. Termination for Convenience. The City or Contractor may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the City or Contractor. The party seeking the termination shall give the other party at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the City be liable to the Contractor for compensation for any service which has not been rendered. The final decision as to the amount, for which the City is liable, shall be determined by the City. Should the City exercise this provision, the Contractor shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. If the Contractor exercises this provision, the City shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the City shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach of this Contract by the Contractor.

If the City fails to properly perform its obligations under this Contract in a timely or proper manner, or if the City violates any terms of this Contract, the Contractor shall have the right to immediately terminate the Contract and withhold further services. Notwithstanding the above, the City shall not be relieved of liability to the Contractor for damages sustained by virtue of any breach of this Contract by the City.

- D.5. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal Contract, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, Contract, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person

for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.7. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, constitutional, or statutory law. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations and other implementing requirements FTA may issue. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the City, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees that upon request by City it will display a sign displaying the necessary information to allow a citizen to file said grievance regarding the services.

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Contract supported services.

D.9. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor shall include the statement, "This project is funded, in part, under an agreement with the City of Murfreesboro," Any such notices by the Contractor shall be approved by the City.

D.10. Licensure. The Contractor and its employees and all sub-Contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.11. Records, Retention Period, and Access to Records.

- a. The Contractor shall maintain documentation for all charges against the City under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State of Tennessee, the City of Murfreesboro, the Comptroller of the Treasury, or any of their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Contract Funds in the State of Tennessee*, published by the State Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- b. The Contractor agrees to comply with the record retention requirements in accordance with 2

C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- c. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the City, or its duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the City as requested. These reports shall include per trip ridership figures and calculated performance based on collected data and performance measures as mutually agreed between the RTA and City.

D.14. Procurement. If the other terms of this Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Contractor's compliance with applicable federal procurement requirements.

The Contractor shall obtain prior approval from the City before purchasing any equipment under this Contract.

D. 15. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.16. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

Both the Contractor and the City, being political subdivisions of the State of Tennessee, are governed by the provisions of the Tennessee Governmental Tort Liability Act, ***Tennessee Code Annotated***, Sections 29-20-101 et seq., for causes of action sounding in tort. Further, no contract provision requiring a State political entity to indemnify or hold harmless another party beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.17. City Liability. The City shall have no liability except as specifically provided in this Contract.

D.18. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of

God, riots, wars, strikes, epidemics or any other similar cause.

- D.19. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.20. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Rutherford County in actions that may arise under this Contract.
- D.21. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.23. Headings. Section headings are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or, to such other party, facsimile number, or address as may be hereafter specified by written notice.

The City:

**Jim Kerr, Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Phone: (615) 893-6441**

The Contractor:

**Stephen G. Bland, CEO
Regional Transportation Authority
430 Myatt Drive
Nashville, TN 37115
Phone: (615) 862-6262**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior

to 4:30 p.m. local time. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of state and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the City. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- E.4. Work Papers Subject to Review. The Contractor shall make all audit accounting, or financial analysis work papers, notes, and other documents available for review by the City, the Comptroller of the Treasury or his representatives, FTA, and TDOT, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.5 Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.6 Program Fraud and False or Fraudulent Statements or Related Acts
- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
 - c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- E.7 Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.
- E8. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S.

DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- E.9 Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- E.10 Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- E.11 Government-Wide Debarment And Suspension. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
- a. Debarred from participation in any federally assisted Award;
 - b. Suspended from participation in any federally assisted Award;
 - c. Proposed for debarment from participation in any federally assisted Award;
 - d. Declared ineligible to participate in any federally assisted Award;
 - e. Voluntarily excluded from participation in any federally assisted Award; or
 - f. Disqualified from participation in any federally assisted Award.

By signing this contract, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a

provision requiring such compliance in its lower tier covered transactions.

- E.12 Public Transportation Employee Protective Arrangements. The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
- a. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
 - b. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
 - c. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.
- E.13 Substance Abuse Testing. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Tennessee Department of Transportation or the City of Murfreesboro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 and to submit the Management Information System (MIS) reports. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- E.14 Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- E.15 No Federal Government Obligation to Third Parties. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E.16 Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City.
- E.17 Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic

device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

IN WITNESS WHEREOF, the City and the RTA execute this Contract effective on the date first stated above as shown by the signatures of their authorized representatives herein below.

APPROVED AS TO FORM AND LEGALITY:

CITY OF MURFREESBORO


DocuSigned by:


Adam F. Tucker, City Attorney


Shane McFarland, Mayor

REGIONAL TRANSPORTATION AUTHORITY

ATTEST TO THE AVAILABILITY OF FUNDS:

DocuSigned by:


Stephen G. Bland, CEO

DocuSigned by:


Jim Kerr, City of Murfreesboro Transportation Director

Weekdays to Nashville			
MTSU/James Union Building	Rover Transit Center	Old Fort Park	Central Bay 23
5	4	3	1
5:08	5:17	5:25	6:30
5:53	6:02	6:10	7:15
6:33	6:42	6:50	7:55
7:55	8:04	8:12	9:17
11:00	11:09	11:17	12:17
2:00	2:09	2:17	3:17
5:00	5:09	5:17	6:22
8:30	8:38	8:45	9:40

Bold times denote p.m. hours.

Weekdays from Nashville				
Central Bay 23	Greyhound Bus Station	Old Fort Park	Rover Transit Center	MTSU/James Union Building
1	2	3	4	5
6:18	6:28	7:22	7:29	7:37
7:30	7:40	8:34	8:41	8:49
9:30	9:40	10:34	10:42	10:52
12:30	12:40	1:34	1:43	1:53
3:30	3:43	4:41	4:50	5:00
4:15	4:28	5:26	5:35	5:45
5:00	5:13	6:11	6:20	6:30
7:00	7:12	8:06	8:14	8:24

No service Saturdays, Sundays, or holidays.

Title VI of the Civil Rights Act of 1964 states that "No Person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." For more information on Title VI, visit WeGoTransit.com.

Title VI

WeGo Public Transit makes reasonable accommodations in order for individuals with disabilities to fully use transit services. All requests should be made in advance by filling out and submitting a Reasonable Accommodation Request form. For more information on Reasonable Accommodations, visit WeGoTransit.com.

ADA

Fares & Passes

- 1-Ride Regional Bus \$4.25
- 1-Ride Regional Bus (Discounted*) \$2.00
- 20-Ride Regional Bus \$73.50
- Star Shuttle (Route 93) Free

Children age 4 and younger and veterans ride free.

*MTSU students, youth, active military, seniors, persons with disabilities, and Medicare cardholders are eligible for discounted fares and passes with proper I.D.

Please Note: Local fares and passes are not valid on regional routes.



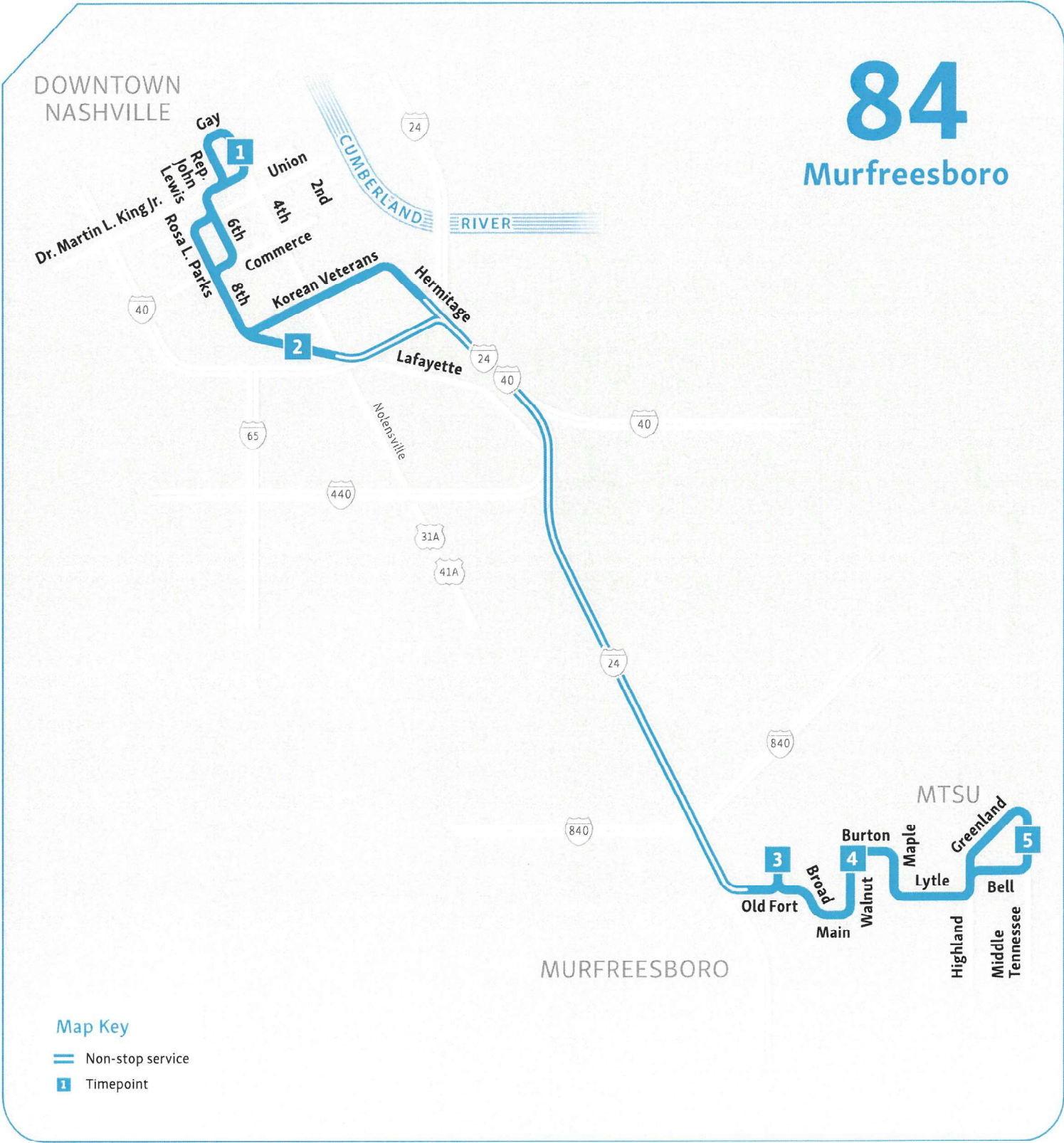
For More Information

- Customer Care**
615-862-5950
6:30 a.m. to 8:00 p.m. – Monday-Friday
8:00 a.m. to 5:00 p.m. – Saturday
10:30 a.m. to 2:30 p.m. – Sunday
- Central**
400 Dr. Martin L. King Jr. Blvd.
5:15 a.m. to 11:15 p.m. – Monday-Friday
6:00 a.m. to 10:15 p.m. – Saturday
6:00 a.m. to 9:15 p.m. – Sundays and holidays
- Administrative Offices**
615-862-5969
430 Myatt Drive
8:00 a.m. to 4:30 p.m. – Monday-Friday
Closed weekends and holidays
8:00 a.m. to 4:30 p.m. – Monday-Friday
Closed weekends and holidays

Stay Connected

- [WeGoTransit](http://WeGoTransit.com) WeGoTransit.com
[@WeGoTransit](http://WeGoTransit.com/alerts) [@WeGoTransit](http://WeGoTransit.com/alerts)
[@WeGoTransit](http://WeGoTransit.com) [@WeGoTransit](http://WeGoTransit.com)
[customer.comments@nashville.gov](http://WeGoTransit.com)

ATTACHMENT 1





Murfreesboro Express (84X) Relax & Ride Budget
FY2022 Budget with Comparative Prior Year and Forecast Budgets

	FY2021	FY2022	FY2023
Number of Daily Trips	6	22	22
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	254	254	254
Riders (estimate - pre-COVID)	35,715	61,210	61,822
Operating Hours per Day (including deadhead)	15.47	45.11	45.11
Cost per Hour	\$110.26	\$113.57	\$116.98
TOTAL Daily Cost of Service	\$1,706	\$5,123	\$5,277
<u>Cost of Service</u>			
Cost of Runs [hrs/day X Cost/hr X 254 days]	433,253	1,301,278	1,340,350
Board-Initiated R&R RESERVE	0	0	0
<i>Total Costs</i>	433,253	1,301,278	1,340,350
<u>Estimated Revenues</u>			
Estimated Cash Fares/Pass Sales	21,751	51,263	96,119
One Time Contribution from Other Op Revenues (or Reserves)	0	0	0
CARES ACT Funding to "Keep Service Whole"	87,003	162,334	117,478
ADD: RTA \$5307 Operating Funding			
Federal (50%)			
Local Match (50%)			
ADD: CMAQ Funding			
Federal	210,924	706,993	732,389
TDOT Match on CMAQ	26,366	88,374	91,549
TDOT Operating Subsidy	32,385	108,964	108,884
<i>Total Estimated Revenues</i>	378,429	1,117,928	1,146,419
<i>Estimated Net Cost</i>	54,824	183,350	193,931
<u>Regional Subsidies</u>			
City of Murfreesboro ¥	13,706	33,610	33,610
MTSU ¥	13,706	25,000	25,000
Rutherford County ¥	13,706	33,804	32,921
Davidson County	13,706	45,836	48,482
¥ CARES ACT FUNDS USED TO SUPPLEMENT Partner contributions		45,100	53,918
<i>Total Subsidy (100%)</i>	54,824	183,350	193,931
Balance	0	0	0



INVOICE
FY22-MURF
07/01/21

TO: CITY OF MURFREESBORO
 P.O. BOX 1139
 MURFREESBORO, TN 37133-1139
 ATTN: JIM KERR, TRANSPORTATION DIRECTOR

FROM: Regional Transportation Authority
 430 Myatt Drive
 Madison, TN 37115
 615-862-5969

Description of Charges		AMOUNT
07/01/21	ANNUAL PARTNER SUBSIDY FOR REGIONAL BUS SERVICES FOR ROUTE 84X-MURF EXPRESS FOR THE PERIOD JULY 1, 2021 THRU JUNE 30, 2022 (less CARES Act funding)	\$45,838.00 (\$12,228.00)
QUESTIONS REGARDING THIS INVOICE PLEASE CONTACT Marcia Mackie @ 615-862-6143		
Please send remittance to REGIONAL TRANSPORTATION AUTHORITY		TOTAL \$33,610.00

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Cedar Glade Brews Water and Sewer Connection Fees

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

Cedar Glade Brews and Tap House does not fit into a clear category for determining water and sewer connection fees in the City Code. Staff is therefore recommending a minimum connection fee and subsequently conducting a future assessment of water usage to reconcile connection fees should any additional capacity have been consumed.

Staff Recommendation

Approve staff recommendation on initial assessment and future approach to reconcile water and sewer connection fees.

Background Information

A building permit has been applied for to remodel the space for the Cedar Glade Brews & Tap House (CGB) as well as 4-5 small offices for rent located on 906 Ridgely Road.

The most recent use found for this building was a church youth meeting location. CGB's proposal to remodel and operate as a brewery would be considered a change in use. Staff did an extensive search over multiple addresses to determine any record of previous connection fees for this building and found none. City Code requires payment of water and sewer connection fees when there is a change in use or lack of record of a facility ever paying water or sewer connection fees.

Typically, each tenant in a facility is metered individually and a facility is charged one single family unit for each tenant. In this instance, however, the building has only one water meter and the tenants are renting small spaces and sharing bathroom facilities. Therefore, staff is recommending the following:

- Assessing CGB a minimum of one single-family unit (sfu) for water and sewer connection fees, which assumes 260 gallons per day of water usage.
- Returning in an approximate 18-month period to reassess the water usage of the facility assuming all tenant space is occupied and there is a 12-month water usage history.
- Reconciling any potential additional connection fees should the facility have been operating above the initial assumption of 260 gallons per day (i.e., one single-family unit).

Council Priorities Served

Improve Economic Development

Staff believes that charging a minimum water and sewer connection fee to a small business improves the chance of the start-up business succeeding and contributing to the economic benefit of the City. Affording time to assess whether the business uses more water and sewer than the minimum allows the business to budget appropriately for a future water and sewer capacity payment.

Fiscal Impact

One single-family unit water and sewer connection fee is \$1,200 and \$2,550, respectively. A single-family unit assumes consumption of 260 gallons per day.

Attachments

Deferral Agreement for Water and Sewer Connection Fees-906 Ridgely Rd

AGREEMENT

WHEREAS, the **CITY OF MURFREESBORO** ("City") and _____

_____ (Owner/Developer) entered into an Agreement on June 15, 2021

providing for the redevelopment of 906 Ridgely Road. – Cedar Glade Brews

("Agreement"); and,

NOW, THEREFORE, be it agreed by City and Owner/Developer that:

1. Payment for the sewer connection fees and are typically due prior to a building permit being issued through the City's Building and Codes Department per Chapter 33 of the City Code. The City's Water Resources Board has authorized the Water Resources Department to defer the payment of additional fees over and above one single family unit, or 260 gallons per day (gpd), to evaluate the water consumption of the facility over a twelve (12) to eighteen (18) month period following a certificate of occupancy being issued by the Building and Codes Department. Establishing a consumption history is necessary to calculate the standard water and sewer connection fees. Typically, these fees are calculated per single family unit (sfu) which is equivalent to 260 gpd. The standard water connection fee is a minimum \$1,200 per sfu, and the standard sewer connection fee is a minimum of \$2,550 per sfu.
2. The Owner/Developer agrees to pay the minimum connection fee for water and sewer in the amount of \$3,750.00 prior to building permit, or to pay for the single-family unit equivalent based on the average usage in this time frame, whichever is greater. There is no guarantee that the fees will be equal to the minimum.
3. The Owner/Developer agrees that if payment is not received within 30 days after notification by the Department of the applicable single-family equivalent, the Department will discontinue (shut off) the water service until such time as the fees are paid in full.
4. This Agreement shall take effect from and after its execution by all parties.

OWNER/DEVELOPER, _____

Date

Date

CITY OF MURFREESBORO

BY: _____

Date

ITS: _____

Approved as to form:

City Attorney

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

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	\$65.00	\$75.00	\$56.75	\$64.50	\$57.11	\$65.65	
May	\$65.00	\$75.00	\$57.25	\$65.00	\$57.48	\$66.14	
Jun	\$65.00	\$75.00	\$57.25	\$65.00	\$57.73	\$66.47	

MWRD OPERATIONS & MAINTENANCE

Asphalt Purchases FY 2021

<i>Invoice Date</i>	<i>Approval</i>	<i>Vendor</i>	<i>Type</i>	<i>Rate</i>	<i>Qty</i>	<i>Total</i>	<i>FY Total</i>
7/29	DH	Hawkins	411-E	\$62.50	14.74	\$921.25	\$921.25
7/31	DH	Hawkins	307-BM	\$54.50	54.40	\$2,964.80	\$3,886.05
8/24	DH	Hawkins	307-BM	\$54.50	72.15	\$3,932.18	\$7,818.23
8/25	DH	Hawkins	307-BM	\$54.50	54.22	2,954.99	\$10,773.22
8/25	DH	Hawkins	307-BM	\$54.50	17.95	978.28	\$11,751.49
8/25	DH	Hawkins	307-BM	\$54.50	17.87	973.92	\$12,725.41
9/18	DH	Hawkins	411-E	\$61.50	6.69	\$411.44	\$13,136.84
9/21	DH	Hawkins	411-E	\$61.50	51.86	\$3,189.39	\$16,326.23
9/24	DH	Hawkins	411-E	\$61.50	17.99	\$1,106.39	\$17,432.62
9/29	DH	Hawkins	307-BM	\$53.50	17.95	\$960.33	\$18,392.94
10/15	DH	Hawkins	307-BM	\$53.50	29.96	\$1,602.86	\$19,995.80
10/16	DH	Hawkins	411-E	\$61.50	14.21	\$873.92	\$20,869.72
11/6	DH	Vulcan	307-BM	\$53.79	43.09	\$2,317.81	\$23,187.53
11/9	DH	Vulcan	307-BM	\$53.79	6.73	\$362.01	\$23,549.53
2/25	DH	Hawkins	411-E	\$62.00	35.36	\$2,192.32	\$25,741.85
2/28	DH	Hawkins	411-E	\$62.00	26.07	\$1,616.34	\$27,358.19
3/17	DH	Hawkins	307-BM	\$55.25	15.94	\$880.69	\$28,238.88
3/17	DH	Hawkins	411-E	\$62.50	15.04	\$940.00	\$29,178.88
3/26	DH	Hawkins	307-BM	\$55.25	63.05	\$3,483.51	\$31,722.29
3/26	DH	Hawkins	411-E	\$62.50	8.01	\$500.63	\$32,222.92
4/13	DH	Hawkins	307-BM	\$56.75	66.49	\$3,773.31	\$35,996.23
4/13	DH	Hawkins	307-BM	\$56.75	11.86	\$673.06	\$36,669.29
4/19	DH	Hawkins	411-E	\$60.63	18.88	\$1,144.69	\$37,813.98
4/19	DH	Hawkins	411-E	\$60.63	15.03	\$911.27	\$38,725.25
4/29	DH	Hawkins	307-BM	\$56.75	24.29	\$1,378.46	\$40,103.71
5/21	DH	Hawkins	307-BM	\$57.25	15.16	\$867.91	\$40,971.62

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Oakleigh Pump Station Replacement Contract Amendment

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

Request re-approval of a revised Task Order and price increase to provide a more upscale pump station housing.

Staff Recommendation

Approve JBS Task Order No. 21-03 revision for upgraded pump station housing.

Background Information

At the May 6, 2021 City Council meeting, the Board approved the above Task Order for the replacement of the Oakleigh Subdivision Pump Station, PS#37. Because of the location, the number of complaints received and the proximity to the homes staff agreed to look into the price of installing a different and more upscale style pump station housing rather than the normal green fiberglass enclosures. Staff requested and received updated pricing from John Bouchard for this Task Order. The original task order was in the amount of \$273,890. The revised task order amount is \$296,042 for a difference and increase of \$22,152.

Council Priorities Served

Expand Infrastructure

Replacement of aging infrastructure is necessary to maintain efficiency and effectiveness in providing sewer services to the public. Upgrading pump station housing to better reflect a neighborhood's architecture is a socioeconomic benefit to the community.

Fiscal Impact

This pump station upgrade cost is funded by MWRD's working capital reserves, which includes a sinking fund for lift station replacement.

Attachments

JBS Task Order No. 21-03 (Revised)



...

TASK ORDER NO. 21-03 (REVISED)

June 10, 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, 2021 thru June 6, 2022

FOR

Oakleigh Pump Station

Task Order No. 21-03***Oakleigh Pump Station – Revised for Upgraded 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 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.

This revision maintains the same scope as the previous, but is revised to include an upgraded pump station that has a brick façade and is more pre-assembled than the previous model.

SCOPE OF WORK

Labor and materials by JBS to replace the existing pump station as described above.

Note: submittal lead time is 10-12 weeks & production time is 14-16 weeks

FISCAL IMPACT

Murfreesboro Oakleigh Station			
Task Order #21-03 - Revised for Brick Veneer PS			
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
Electrician (RT)	40	\$52.00	\$2,080.00
Electrician (OT)		\$78.00	\$0.00
Apprentice/Helper (RT)	40	\$37.00	\$1,480.00
Apprentice/Helper (OT)		\$55.50	\$0.00
Machine Shop Millwright (RT)	400	\$60.00	\$24,000.00
Machine Shop Millwright (OT)		\$90.00	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$15.00	\$0.00
Power Threader		\$10.00	\$0.00
Pickup Truck	240	\$15.00	\$3,600.00
Scissor Lift		\$19.00	\$0.00
Skid Steer		\$25.00	\$0.00
15 ton Boom Truck*	16	\$115.00	\$1,840.00
30-50 Ton RT Crane*		N/A	
80 Ton Crawler Crane*		N/A	

Materials & Subcontractors		
G-R Pump Skid with Enclosure	S. Sales	\$184,100.00
Hot Tap & Valves for Bypass		\$11,500.00
Concrete Work		\$10,000.00
Pipe Fittings & Misc		\$5,000.00
Electrical Materials		\$1,500.00
Excavation & Backfill		\$9,500.00
Dumpster		\$850.00
Line Location/GPR		\$750.00
Bypass Pump		\$6,000.00
Crane		\$3,500.00
Markup on Material & Subcontractors	10.00%	\$23,270.00

TOTAL ESTIMATE**\$296,042.00**

Contractor:

John Bouchard and Sons Company

By: David Proctor IVName: David ProctorTitle: Project ManagerDate: 6/10/21

City:

City of Murfreesboro

By: _____

Name: Shane McFarlandTitle: Mayor

Date: _____

Approved as to Form: _____

Adam F. Tucker, City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION

John Bouchard and Sons Company

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

Murfreesboro Water and Sewer Dept.

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

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: High Service Pump Station and Membrane Feed Pump Improvements Engineering Task Order Amendment

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

Smith Seckman Reid (SSR) Engineering Task Order amendment due to additional services in developing construction specifications and bid documents for the Stones River Water Treatment Plant High Service and Membrane Pumps variable frequency drives (VFD's).

Staff Recommendation

Approve SSR Task Order 1941021.0 amendment #1.

Background Information

SSR and Staff have worked to ensure that the improvements for the High Service Pump Station and Membrane Feed Pump Station would meet the current and future needs of the Department. This included the need for detailed research of potential new VFDs for the remaining existing two high service pumps, one new high service pump, existing backwash pump and four membrane pumps.

Due to modifications that have taken place for research and design, and the extended time for the design portion of the contract, some of the costs associated with engineering services has increased. The overall costs for the project have increased by \$175,000. \$149,000 of the \$175,000 cost increase is due to increases in market costs for materials. The estimated construction cost has increased from \$2,049,000 to \$2,198,000.

Council Priorities Served

Expand infrastructure

Replacing aging infrastructure in the Water Resource Department's plant operations maintains reliability in treating high quality drinking water for the citizens and businesses of Murfreesboro.

Responsible Budgeting

Upgrading and modernizing variable frequency drives improves efficiency and effectiveness in power consumption at the Stones River Water Treatment Plant.

Fiscal Impact

The overall increase in engineering costs is within the Department's overall \$2,561,000 budget and will be funded the MWRD's working capital reserves.

Attachments

SSR Amendment 1 Memo dated June 10, 2021 detailing High Service Pump Station and Membrane Feed Pump Improvements



MEMORANDUM

To: Alan Cranford

From: Luke Williams

Date: June 10, 2021

Re: Additional Services for Scope Modifications

Project Name: Stones River Water Treatment Plant High Service Pump Station and Membrane Feed Improvements

Project Number: 1941021.0

Per the request of staff at the Stones River Water Treatment Plant (SRWTP), this memorandum provides information regarding additional engineering services for the SRWTP High Service Pump Station and Membrane Feed Improvement Project.

Background

On February 6, 2020, City Council approved Smith Seckman Reid (SSR) Task Order 1941021.0 for the design and construction administration services for modifications to the existing SRWTP High Service Pump Station and Membrane Feed Station. The following services were work items performed outside the original scope of work that SSR would like added to the scope of the project via Amendment No. 1 and increase the total fee for work performed.

The initial plan for bidding the project was to send proposals to MR Systems for all I&C related work and to John Bouchard and Sons for all the mechanical and electrical work. All of the actual equipment would be publicly bid out and then installed by the two Contractors. MWRD later realized they would prefer to competitively bid out the entire project and simplify the contract portion of the project by having all work done under one single contract. SSR had already completed the bid documents and request for proposal documents by the time the decision to switch of bidding methods was made which required SSR additional efforts to change the bidding documents.

The original approved manufactures for the variable frequency drive (VFD) approved to bid the project were Eaton and Allen Bradley. Following a series of customer service issues and equipment failures by Allen Bradley, the manufacturer was removed as an approved manufacturer. In November 2020, MWRD approached SSR about investigating Mitsubishi as an approved equal to Eaton following discussions with the manufacturer. Over the next three months, SSR worked with Mitsubishi to determine if they were an approved equal to Eaton. Following the determination Mitsubishi would be an approved manufacturer, SSR further coordinated with Mitsubishi to modify the already completed specification to make sure there were no exceptions in the specification that would prevent them from bidding the project. SSR also worked with Mitsubishi to review and modify the already completed drawings to assure their VFD would also meet the footprint of the existing VFD pads.

The only programable logic controller (PLC) manufacturer originally approved to bid the project was Allen Bradley/Rockwell. MWRD was interested in including Bedrock as an alternative manufacturer in April 2020 but never moved forward with approving them. In January 2021, MWRD approached SSR about allowing Bedrock as an approved manufacturer. Over the next four months, SSR worked with MR Systems to evaluate the possibility of including Bedrock in lieu of Allen Bradley. MWRD ultimately gave SSR the green light to switch the approved manufacturer from Allen Bradley to Rockwall and SSR updated specifications and drawings to allow the new manufacturer.

MEMORANDUM

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In December 2020, MWRD staff informed SSR they would like vibration sensors included on the new high service pump no. 4. This scope was not in the original scope and SSR worked to include the modifications into the specifications and drawings.

In April 2021, MWRD requested SSR to provide individual disconnects for the Membrane Feed VFDs as the existing lineup only had one disconnect for the entire VFD lineup. The inclusions of individual disconnects will give the Operators more flexibility in taking individual units offline and allowing continued plant operations. SSR worked with the VFD manufacturers to make sure the additional disconnects could fit in the existing footprint. SSR ultimately added additional specifications and made drawing modifications to include the changes.

Originally Specific Energy, the pump monitoring software, was to be included into the project and installed by the Contractor. MWRD proceeded with installing Specific Energy in the Spring of 2020 outside the scope of the project in order to obtain better operating data on the existing high service pumps and provide more information to allow for a better high service pump no. 4 selection. At the same time, MWRD also was installing another monitoring system of the elevated storage tank water levels that would ultimately effect the operations of the high service pumps as well. At the time it was unknown how much effect this monitoring and operations would impact the operating conditions of the pumps. It was ultimately determined to not finalize the pump selection until all data came back following the full trial run of the software. The final data was repeatedly delayed as kinks in the new software was worked out by the manufacturer and the final pump selection did not happen until November 2020.

In the event of a power blip or failure, several key instrumentation and control devices inside the high service pump station rely on individual backup power supplies to remain in operation. In order to provide resiliency against power failures and replace aging and failing equipment, MWRD requested SSR to provide design services to include provisions in the bid documents for the replacement of these individual power supplies into a single consolidated unit. The design included a rack mounted UPS (uninterruptible power supply) and a subpanel off of the proposed UPS as a distribution point for the High Service Pump Station instrumentation and controls.

The original design portion of this contract was scheduled to last 173 days. Following delays from the pump and EST monitoring software, delays from the VFD and PLC reviews, as of June 10, 2021, the design portion of the project had surpassed 490 days. The additional time and effort involved over the 300+ days of the contract is summarized in the table below.

Project Costs

The original Board-approved Task Order 1941021.0 is \$140,130.00. The cost of the additional engineering services for the revisions described is tabulated below.

Amendment No. 1 to Task Order 1941021.0 Breakdown for Engineering Services for Additional Scope	
Description	Fee Estimate
Additional VFD Manufacturer Coordination	\$7,000
Additional PLC Manufacturer Coordination	\$4,000
Vibration Sensor and Monitoring System Addition	\$2,000
Pump Monitoring System Coordination and Pump Re-evaluation	\$3,000

MEMORANDUM

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Amendment No. 1 to Task Order 1941021.0 Breakdown for Engineering Services for Additional Scope	
Description	Fee Estimate
Design of Additional Membrane Feed VFD Disconnects	\$3,000
Project Management Tasks (Related to Design Exceeding 300 Additional Days from Original Schedule)	\$2,000
High Service Pump Station UPS Modifications	\$3,000
Bid Document Modifications for Bid	\$2,000
Total Estimated SSR Add Services Fee	\$26,000

The total cost for engineering services, including this amendment, is \$166,130.00.

Project Costs

The following table summarizes the opinion of probable costs for the proposed modifications to the high service pump and membrane feed pump stations including the additional scope. The table shows the original estimate of probable cost and the revised updated cost estimate. The opinions of costs were developed from engineering judgement based on similar facilities and preliminary budgetary proposal from equipment manufactures and installation contractor. The final costs will depend on actual labor and material costs, competitive market conditions, final project costs, implementation schedule, and other variable factors. All costs are presented in 2021 dollars.

Summary of Opinion of Project Costs

Description	Opinion of Probable Cost February 2020	Opinion of Probable Cost June 2021
High Service Pump Station Improvements	\$1,462,000	\$1,515,000
Membrane Feed Pump Station Improvements	\$245,000	\$396,000
Contingency	\$342,000	\$287,000
Total Probable Construction Cost	\$2,049,000	\$2,198,000
Engineering and Construction Administration	\$141,000	\$167,000
Total Probable Project Cost	\$2,190,000	\$2,365,000
<u>Notes:</u>		
1. Costs include Contractor's Overhead and Profit		
2. Costs are rounded up to the nearest thousand dollar.		

We appreciate the opportunity to provide our services to the Murfreesboro Water Resources Department. If you need any additional information, please feel free to contact me.

Attachments

1. Amendment No. 1 to SSR Task Order 1941021.0
2. Updated Engineer's Estimate of Probable Construction Costs.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Engineering Work Order 19-41-021.0
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 6, 2020
- b. Owner: Murfreesboro Water Resources Department
- c. Engineer: Smith Seckman Reid, Inc
- d. Project: High Service Pump Station and Membrane Feed Improvements

2. *Description of Modifications:*

- a. In addition to the scope described in Task Order 19-41-021.0, these modifications includes:
 - Work associated with the analysis and approval of additional acceptable manufacturers for the variable frequency drives (VFD).
 - Work associated with evaluation of alternative manufacturers for the programable logic controller (PLC).
 - Work associated with inclusion of vibration sensors and monitoring system for new vertical turbine pump.
 - Work associated with coordination with pump monitoring system manufacturer following installation of elevated storage tank monitoring system and re-evaluation of pump selections using data.
 - Design of additional disconnects for membrane feed VFDs.
 - Project management tasks related to design schedule exceeding original design schedule.
 - Design of a consolidated UPS for miscellaneous instrumentation and control instruments inside the high service pump station.
 - Modification to bid documents to allow entire project to be publicly bid rather than bidding the equipment only and requesting proposals for the work.

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ <u>140,130.00</u>
b. Net change for prior amendments:	\$ <u>0.00</u>
c. This amendment amount:	\$ <u>26,000.00</u>
d. Adjusted Agreement amount:	\$ <u>166,130.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:



By: _____

By: Andrew Johnson

Title: _____

Title: Principal

Date Signed: _____

Date Signed: 06/10/2021

Engineer's Estimate of Probable Construction Costs
Murfreesboro Water Resources Department
High Service Pump Station and Membrane Feed Pumps Improvements
SSR No. 19-41-021.0
Murfreesboro, TN
June 10, 2021



DESCRIPTION	COST	% OF TOTAL COST
Mobilization	\$ 91,000	5%
General & Demolition	\$ 30,000	2%
Process Equipment	\$ 315,000	16%
Piping and Valves	\$ 215,000	11%
Instrumentation and Controls	\$ 190,000	10%
Electrical - High Service Pumps and Backwash Pump	\$ 770,000	40%
Electrical - Membrane Feed Pumps	\$ 300,000	16%
SUBTOTAL	\$ 1,911,000	
Contingency (15%)	\$ 287,000	
TOTAL	\$ 2,198,000	

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Renewal of Memorandum of Understanding with Middle Tennessee State University

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 MOU with MTSU for public education related to the prevention of stormwater pollution and protection of surface water quality.

Staff Recommendation

To renew the MOU for the 2021-2022 fiscal year.

Background Information

Since 2012, the City and MTSU's MOU allows MTSU to assist the City in educating and involving the community in stormwater pollution-prevention and surface water quality.

Public education and outreach are a core requirement of the City's stormwater discharge permit. The State audited the City's stormwater program in 2019 and looked closely at records of education and outreach. The MOU with MTSU, therefore, has been instrumental in assuring the City's stormwater program remains in compliance.

Each year the City and MTSU plan a set of stormwater-related educational projects and events. Such as stream clean-ups, tree-planting events; classroom teaching; direct mail to business operations (e.g., automobile-related, restaurants); and staffing outreach events (Earth Day, school field days, etc.).

Council Priorities Served

Improve economic development

Educating and involving residents in keeping stormwater clean and protecting our water resources is a long-term investment in improving the socioeconomic value of our neighborhoods and business parks.

Expand Infrastructure

We involve residents, students and employees of local businesses in hands-on activities in expanding green infrastructure (e.g., stream clean-ups, tree plantings, and pollution-prevention control measures).

Fiscal Impacts

Expenses for the MOU, \$50,000, is budgeted within and funded by the FY22 stormwater utility fund.

Attachments

1. MOU renewal amendment for 2021-22
2. Copy of MOU from 2012

**Eighth Amendment to Memorandum of Understanding
between
the City of Murfreesboro, Tennessee
and
Middle Tennessee State University**

This Amendment to the Memorandum of Understanding (MOU), MTSU Contract Number C13-0272 between the City of Murfreesboro, Tennessee, and Middle Tennessee State University shall be effective July 1, 2021, through June 30, 2022.

This Amendment serves to renew the Memorandum of Understanding for the term stated above; all other terms and conditions of the MOU remain unchanged and are hereby ratified and affirmed.

City of Murfreesboro

Middle Tennessee State University

By: _____
Shane McFarland, Mayor

By: _____
Alan Thomas
Vice President,
Business and Finance

Date: _____

Date: _____

Approved as to form:

Adam Tucker
Murfreesboro City Attorney

Memorandum of Understanding

WHEREAS, Middle Tennessee State University ("MTSU") and the City of Murfreesboro, Tennessee ("City") have entered into a Memorandum of Agreement to be co-permittees for the NPDES General Permit for Phase II MS4's; and

WHEREAS, said Memorandum of Agreement provides that MTSU will offer the support of its resources in managing the six minimum measures under the NPDES General Permit, including but not limited to, Public Education and Participation and Pollution Prevention and Good Housekeeping for Municipal Operations; and

WHEREAS, MTSU and the City also entered a Memorandum of Understanding with an effective date of February 1, 2011, and now would like to replace that Memorandum of Understanding with a new Memorandum of Understanding ("MOU") to provide specificity as to said means and forms of support.

NOW THEREFORE MTSU AND THE CITY HEREBY ENTER INTO THIS MOU AND AGREE AS FOLLOWS:

1. MTSU will provide annual assistance with Public Education and Participation Outreach projects during consecutive years of this MOU as described below; all references to "BMP" and a number refer to a "Best Management Practice" and the related number as shown on the City's Notice of Intent for a NPDES Permit filed by letter dated December 29, 2010, and subsequent mailing May 27, 2011. Notice of Coverage was received July 11, 2011.
2. The City will maintain a list of projects based on education-related needs of the City's storm water and surface-water quality program and shall associate a value in dollars for each project. A list will be made available to MTSU Facilities Management at least 90 days prior to start of the fiscal year. The project list will serve as the menu of services and values for which the City will pay MTSU over the course of the year. In general, the types of services are those listed in item 3.
3. Public education, participation and outreach involves activities, such as:
 - *Cooperating with other community and water-quality advocacy groups*
 - *Public service announcements*
 - *Community radio campaign*
 - *Local radio airplay*
 - *Local TV/video spots*
 - *Developing content for print, radio, TV, and internet*

- *Various NPDES permit assistance, such as:*
 - *Pollutant source tracking*
 - *Public Involvement and Education (PIE) plan* also (BMP1G) assist and provide support and resources as directed.
 - *Permit documentation and tracking-* assist City and MTSU campus staff with related documentation and tracking as requested by utilizing CBI software or other procedures determined for best tracking capabilities and use.
 - *Permit Effectiveness-* Share options and guidance for measuring effectiveness of campaigns and education such as change in thinking (perceptions, behaviors) and options for tracking mechanisms for measurable success as available.
 - *Annual Targeted Sub-Watershed projects* – assist as directed for City (ex. Promote community awareness, assist with annual events and publicize to solicit participation, help create a sense of personal pride/ ownership).
- *Hot Spot Outreach and Education* – Work with the City to identify possible development of project targeted materials/resources.
- *Watershed-specific educational events* -(BMP1C) assist and offer support and help document as directed or applicable including but not limited to:
 - *Annual Tree Day and/or other planting events*
 - *Annual Boat Day*
 - *Annual Stones Throw Away*
 - *Annual Earth Day events*
 - *Annual Organization/Business Fairs (Master Gardeners, etc)*
 - *Annual Pharmaceutical/ Drug Take-Back events*

The specific assistance and services to be provided by MTSU may vary from year to year by further agreement between MTSU and the City.

4. MTSU will provide assistance with Pollution Prevention and Good Housekeeping for Municipal Operations by continuing to develop concept of online stormwater education and training classes. Support and assist as directed with potential benefits to the following permit sections BMP2C, 2E, 5A, 5B, 5C as it relates to Good Housekeeping.
5. The term of the MOU shall be one year. The MOU may be renewed for additional annual terms for up to ten years, at which time the parties may agree to continue the MOU. Either party may terminate the MOU upon ninety (90) days prior written notice.
6. MTSU shall invoice the City \$11,250 per quarter for a total fixed payment of \$45,000 in the first year of this MOU. The City may request and pay for services on a supplemental project list provided by the City for each fiscal year, up to a maximum of \$15,000 per year.

Invoices will be emailed to:

Debi Noyce, Accounts Payable Specialist
Murfreesboro Water and Sewer Department
dnoyce@murfreesborotn.gov

Payments will be sent to: MTSU
Facilities Services Box 32
1301 East Main St
Murfreesboro, TN 37132

7. The City warrants that no fee or compensation has been paid directly or indirectly to an employee or official of the State as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, contractor to the City in connection with any work contemplated or performed relative to this agreement. Notwithstanding anything to the contrary in the foregoing, nothing in this paragraph shall be construed to prevent MTSU from paying any of its employees working in conjunction with this MOU from funds received from the City.
8. It is the policy of the City and MTSU not to discriminate on the basis of age, race, sex, color, national origin, disability or veteran status 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 MOU, the parties certify that they will comply with this policy.
9. The parties shall comply with the applicable federal and Tennessee laws and regulations in the performance of this MOU.
10. Effective July 1, 2012, this MOU shall replace in its entirety the Memorandum of Understanding with an effective date of February 1, 2011, which shall then be of no further force or effect. This MOU is not intended, and shall not be construed, to modify any of the terms and conditions of the Memorandum of Agreement between the parties or their NPDES General Permit.

City of Murfreesboro

Middle Tennessee State University

By: Tommy Bragg, Mayor

By: John W. Cothran

Title: MAYOR

Title: John W. Cothran
Senior Vice President

Date: 9-12-12

Date: 9/5/12

Approved as to form:

Attest:

Susan Emery McGannon
City Attorney
Susan Emery McGannon

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

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

June 24, 2021 (Regular Meeting)

June 24, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, June 24, 2021, 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

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
Angela Jackson, Executive Director/
Community Services
Chris Griffith, Executive Director/
Public Infrastructure/City Engineer
Erin Tucker, Budget Director
Trey Duke, City Schools Director
Kim Williams, City Schools Finance Director
Kayla Walker, Project Development Director
Chad Gehrke, Airport Director
Roger Toombs, Fire & Rescue Deputy Chief
Jennifer Brown, Assistant Finance Director
Kane Adams, Assistant Street Director
Matthew Blomeley, Assistant Planning Director
Joshua Miller, Administrative Assistant

Council Member Bill Shacklett commenced the meeting with a prayer followed by the Pledge of Allegiance.

Ms. Pam Russell, Human Resources Director, recognized STARS Award recipient Mr. Andrew Carter, Fire & Rescue Department, who went above and beyond the call of duty by providing life-saving intervention methods upon a child brought to the station house and keeping the child alive, while calming the parent, until medical help arrived. Mayor McFarland presented a plaque recognizing Mr. Carter's ability to represent the best of what Murfreesboro City Employees have to offer, exhibiting core values and creating a better quality of life for citizens.

The Consent Agenda was presented to the Council for approval:

1. Fire Rescue Station 4 Construction Final Change Order (Administration)
2. Acquisition of Right of Way and Easements for the Brinkley Road Phase 1 Project (Engineering)
3. Acquisition of ROW and Easements for Gateway Blvd Extension (Engineering)
4. Contract for Sidewalk Repair Services for ADA compliance (Engineering)
5. FY 2021 City Manager Approved Budget Amendments (Finance)
6. Annual Actuarial Services (Finance)
7. Community Investment Program Funds Transfer (Finance)

8. St. Clair Senior Center Grant Amendment with Greater Nashville Regional Council (Parks & Recreation)
9. Donation of Equipment to Perry County Sheriff's Office (Police)
10. Approval of use of Competitive Sealed Proposals for Online Auction Services (Purchasing)
11. Approval of use of Competitive Sealed Proposals for Classification and Compensation Study and for Retirement Plan Submissions (Purchasing)
12. Asphalt and Concrete Purchase Report (Street)
13. Main Street Banner Request (Street)
14. Contract Amendment with TripSpark (Transportation)
15. Mercury Blvd. Sidewalk Project Phase 1 Amendment No. 2 TDOT Contract (Transportation)

(Insert letters from Administration, Engineering (3), Finance (3), Parks & Recreation, Police, Purchasing (2), Street (2) & Transportation Departments here.)

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

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

(Insert letter dated June 24, 2021 here with regards to approval of Minutes of City Council Meetings from April 26, 2021 through June 9, 2021.)

Mr. Martin made a motion to approve the minutes as written and presented for the special meeting held on April 26, 2021, the public comment meeting held on May 6, 2021, the regular meeting held on May 6, 2021, the special meeting held on May 10, 2021, the special meeting held on May 11, 2021, the special meeting held on May 20, 2021, the regular meeting held on May 20, 2021, the public comment meeting held on June 3, 2021, the regular meeting held on June 3, 2021 and the regular meeting held on June 9, 2021. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 24, 2021 here with regards to revisions to Chapter 4 – Alcoholic Beverages.)

An ordinance, entitled "ORDINANCE 21-O-18 amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, regarding the sale of liquor and beer for off-premises consumption," which passed first reading on June 9, 2021, was read to the Council and offered for passage on second and final reading upon motion made by Mr. LaLance, seconded by Mr. Martin. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett

Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

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

(Insert ORDINANCE 21-O-18 here.)

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

(Insert letter dated June 24, 2021 here with regards to amendment to City Code to permit consumption of alcohol on Airport property.)

An ordinance, entitled "ORDINANCE 21-O-05 amending the Murfreesboro City Code, Chapter 3, Airport, Section 3-14, regarding Rules of Conduct," was read to the Council and offered for passage on first reading upon motion made by Mr. Shacklett, seconded by Vice-Mayor Scales Harris. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

The following RESOLUTION 21-R-09 was read to the Council and offered for adoption upon motion made by Vice-Mayor Scales Harris, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-09 adopting rules regarding the possession, use and consumption of beer, wine and alcoholic beverages on City-owned property to include the Murfreesboro Municipal Airport.)

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

(Insert letter dated June 24, 2021 here with regards to amendment to City Code to reflect merger of UED and Street Departments.)

An ordinance, entitled "ORDINANCE 21-O-07 amending the Murfreesboro City Code, Chapter 2, Administration, Article II, Urban Environmental Commission and Chapter 32.5, Tree Management," was read to the Council and offered for passage on first reading upon motion made by Mr. Martin, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated June 24, 2021 here with regards to
Fiscal Year 2021 City Schools Budget Amendment.)

The following RESOLUTION 21-R-23 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Vice-Mayor Scales Harris. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-23 here amending the 2020-2021
Murfreesboro City Schools Budget (9th Amendment).)

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

(Insert letter dated June 24, 2021 here with regards to
Fiscal Year 2022 City Schools Budget Amendment.)

The following RESOLUTION 21-R-24 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-24 here amending the 2021-2022
Murfreesboro City Schools Budget (1st Amendment).)

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

(Insert letter dated June 24, 2021 here with regards to rezoning
for approximately 17.25 acres located along the north side
of Ashers Fork Drive [2021-407].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-15 adopted by the City Council on May 20, 2021, to consider rezoning of approximately 17.25 acres located along the north side of Ashers Fork; O'Brien Loyd, LLC, applicant [2021-407]. Notice of said public hearing was published in the June 8, 2021 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve the rezoning of approximately 17.25 acres located along the north side of Ashers Fork to be rezoned from CF (Commercial Fringe District) to RS-6 (Single-Family Residential 6).

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 17.25 acres located along the north side of Ashers Fork, step forward to the podium.

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

An ordinance, entitled "ORDINANCE 21-OZ-15 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 17.25 acres located along the north side of Ashers Fork Drive from Commercial Fringe (CF) District Single-Family Residential Six (RS-6) District; O'Brien Loyd, LLC, applicant(s) [2021- 407]," was read to the Council and offered for passage on first reading upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated June 24, 2021 here with regards to rezoning for
approximately 78 acres located along Medical Center Parkway,
Robert Rose Drive, Wilkinson Pike and Willowoak
Trail [2021-403].)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 21-R-PH-16 adopted by the City Council on May 20, 2021, to consider rezoning of approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike and Willowoak Trail; Hines Acquisitions, LLC, applicant(s)

[2021-403]. Notice of said public hearing was published in the June 8, 2021 issue of the local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the recommendation of the Planning Commission to approve the rezoning of approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike and Willowoak Trail from Mixed Use (MU) District, Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2) District to Planned Unit Development (PUD) District (Clari Park PUD), Highway Commercial (CH) District, Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2) District. Mr. Blomeley introduced Mr. Matt Taylor, SEC, Inc., who gave a presentation on the proposed development.

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

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

An ordinance, entitled "ORDINANCE 21-OZ-16 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail from Mixed Use (MU) District, Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2) District to Planned Unit Development (PUD) District (Clari Park PUD), Highway Commercial (CH) District, Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2); Hines Acquisitions, LLC, applicant(s) [2021-403]," was read to the Council and offered for passage on first reading upon motion made Vice-Mayor Scales Harris, seconded by Mr. Martin. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated June 24, 2021 here with regards to rescheduling a public hearing on June 24, 2021 for proposed amendments to The Zoning Ordinance [2020-807] regarding townhouses, the RS-A zone and other miscellaneous topics to July 29, 2021.)

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

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

Nay: None

(Insert RESOLUTION 21-R-PH-19 here with regards to rescheduling a public hearing for July 29, 2021 with respect to amending the Murfreesboro City Code, Appendix A – Zoning, Sections 2, 7, 18, 19, 26, Chart 1, Chart 1 Endnotes, Chart 2, Chart 2 Endnotes, and Chart 4, regarding townhouses, the RS-A zone, and other miscellaneous topics; City of Murfreesboro Planning Department, applicant [2020-807].)

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

(Insert letter dated June 24, 2021 here with regards to scheduling public hearings for July 29, 2021 for a zoning application [2021-412] for approximately 4.6 acres located along West Northfield Boulevard and Sulphur Springs Road; an annexation petition and plan of services [2021-501] for approximately 39 acres located along Elam Road; a zoning application [2021-408] for approximately 39 acres located along Elam Road; a zoning application [2021-409] for approximately 17.26 acres located along North Tennessee Boulevard; a zoning application [2021-410] for approximately 0.33 acres located along Leaf Avenue and a zoning application [2021-411] for approximately 0.15 acres located along East Vine Street.)

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

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

Nay: None

(Insert RESOLUTION 21-R-PH-20 here with regards to scheduling a public hearing for July 29, 2021 to consider a proposed amendment to rezone approximately 4.6 acres located along West Northfield Boulevard and Sulphur Springs Road from Single-Family Residential Ten (RS-10) District to Planned Commercial Development (PCD) District (Sanders Corner PCD); P&H Joint Venture, applicant, applicant [2021-412].)

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

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

Nay: None

(Insert RESOLUTION 21-R-PH-21 here with regards to scheduling a public hearing for July 29, 2021 to consider (1) adoption of a Plan of Services for and annexation of approximately 39 acres located along Elam Road and (2) zoning of approximately 39 acres located along Elam Road to General Industrial (GI) District; which have been proposed to be annexed to the City of Murfreesboro, Tennessee, Laurel H. Maples, applicant(s) [2021-501 & 2021-408].)

The following RESOLUTION 21-R-PH-22 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-PH-22 here with regards to scheduling a public hearing for July 29, 2021 to consider a proposed amendment to rezone approximately 17.26 acres located along North Tennessee Boulevard from Residential Multi-Family Sixteen (RM-16) District and General Office (OG) District to Planned Residential Development (PRD) District (The Pointe at Raiders Campus PRD); CREIMTSU, LLC, applicant(s) [2021-409].)

The following RESOLUTION 21-R-PH-23 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-PH-23 here with regards to scheduling a public hearing for July 29, 2021 to consider a proposed amendment to rezone approximately 0.33 acres located along Leaf Avenue from Single-Family Residential Ten (RS-10) District to Planned Residential Development (PRD) District (Leaf Avenue PRD); BNA Homes, LLC, applicant [2021-410].)

The following RESOLUTION 21-R-PH-24 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-PH-24 here with regards to scheduling a public hearing for July 29, 2021 to consider a proposed amendment to rezone approximately 0.15 acres located along East Vine Street from Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) to Planned Residential Development (PRD) District (The Nook on Vine PRD) and City Core Overlay (CCO) District; BNA Homes, LLC, applicant(s) [2021-411].)

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

(Insert letter dated June 24, 2021 here with regards to Fiscal Year 2022 Hazard Pay Stipends.)

Ms. Erin Tucker, Budget Director, presented the recommendation to approve the Fiscal Year 2022 Hazard Pay Stipend parameters in order for the City to be eligible for reimbursement from the Federal American Rescue Plan Act. In addition to the parameters listed the Mayor will need to formally declare the positions listed as essential personnel.

Mr. LaLance suggested that the criteria date of being actively employed full-time on January 1, 2021 be changed to March 15, 2021.

Mr. LaLance made a motion to approve the Fiscal Year 2022 Hazard Pay Stipend parameters with the exception of changing the date criteria of being actively employed full-time from January 1, 2021 to March 15, 2021. Mr. Wade seconded the motion and all members of the Council voted "Aye".

The following letter from the Project Development Director was presented to the Council:

(Insert letter dated June 24, 2021 here with regards to Transit Facility Design Contract Amendment.)

Ms. Kayla Walker, Project Development Director, presented the request to approve Design Agreement Amendment No. 1 with HDR Engineering, Inc. for Professional Services

related to the planned Transit Facility which will result in a total project cost deduction of \$210,616.

Mr. Martin made a motion to approve Design Agreement Amendment No. 1 with HDR Engineering, Inc. for Professional Services related to the planned Transit Facility which will result in a total cost project deduction of \$210,616. Mr. Wright seconded the motion and all members of the Council voted "Aye".

The following letter from the Project Development Director was presented to the Council:

(Insert letter dated June 24, 2021 here with regards to renovations & additions to Fire Rescue – Station 3.)

Ms. Kayla Walker, Project Development Director, presented the request to approve the Architectural Agreement with CMH Architects, Inc. in the amount of \$41,600, funded from 2019 Loan proceeds for architectural services for the renovation of Fire Station No. 3.

Mr. LaLance made a motion to approve the Architectural Agreement with CMH Architects, Inc. in the amount of \$41,600, funded from 2019 Loan proceeds, for architectural services for the renovation of Fire Station No. 3. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 24, 2021 here with regards to Taxiway A and ramp pavement rehabilitation design work.)

Mr. Chad Gehrke, Airport Director, presented the request to approve the Work Authorization Order with Barge Design Solutions in the amount of \$98,733, 100% federally funded, for the design of pavement rehabilitation and striping of Taxiway A and ramp area.

Mr. Wade made a motion to approve the Work Authorization Order with Barge Design Solutions in the amount of \$98,733, 100% federally funded, for the design of pavement rehabilitation and striping of Taxiway A and ramp area. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 24, 2021 here with regards to Runway 36 approach design Work Authorization.)

Mr. Chad Gehrke, Airport Director, presented the request to approve the Work Authorization Order with Barge Design Solutions in the amount of \$71,752, 100% federally funded, for the design of a displaced threshold and new approach for Runway 36.

Mr. LaLance made a motion to approve the Work Authorization Order with Barge Design Solutions in the amount of \$71,752, 100% federally funded, for the design of a

displaced threshold and new approach for Runway 36. Mr. Wright seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 24, 2021 here with regards
to Annual Airport rental rate adjustments)

Mr. Chad Gehrke, Airport Director, presented the request to approve a 4% increase in various monthly rental rates at the Airport with the increase projected to result in approximately \$68,000 in additional revenues.

Mr. Wade made a motion to approve a 4% increase in various monthly rental rates at the Airport. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 24, 2021 here with regards
to air packs and cylinders for new 75" ladder truck.)

Mr. Roger Toombs, Deputy Chief of Fire & Rescue, presented the request to approve the Purchase Agreement with Municipal Emergency Services through the Houston-Galveston Area Council Cooperative Purchasing Program in the amount of \$40,778, funded through the Fiscal Year 2019 CIP, for five air packs and ten air cylinders for outfitting of the Department's new 75' aerial ladder truck.

Mr. LaLance made a motion to approve the Purchase Agreement with Municipal Emergency Services through the Houston-Galveston Area Council Cooperative Purchasing Program in the amount of \$40,778, funded through the Fiscal Year 2019 CIP, for five air packs and ten air cylinders for outfitting of the Department's new 75' aerial ladder truck. Mr. Wright seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 24, 2021 here with regards to approval
to purchase equipment from Single Source Provider.)

Mr. Roger Toombs, Deputy Chief of Fire & Rescue, presented the request to approve the purchase from EVS/G&W Diesel, as a single source provider, for Task Force Tips nozzles, valves, gauges, etc. in the total amount of \$60,730 for the outfitting of three departmental trucks with \$40,702 funded by the 2019 Loan and the remaining \$20,028 funded by the Fiscal Year 2022 Operating Budget.

Mr. LaLance made a motion to approve the purchase from EVS/G&W Diesel, as a single source provider, for Task Force Tips nozzles, valves, gauges, etc. in the total amount of \$60,730 for the outfitting of three departmental trucks with \$40,702 funded by the 2019

Loan and the remaining \$20,028 funded by the Fiscal Year 2022 Operating Budget. Mr. Wade seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 24, 2021 here with regards to Employment Agreement for the City Recorder/City Treasurer/Finance Director.)

Mr. Adam Tucker, City Attorney, presented the request to approve the Employment Agreement with Ms. Jennifer Brown for the City Recorder, City Treasurer and Finance Director position with Ms. Brown assuming her new duties on July 13, 2021.

Vice-Mayor Scales Harris made a motion to approve the Employment Agreement with Ms. Jennifer Brown for the City Recorder, City Treasurer and Finance Director position with Ms. Brown assuming her new duties on July 13, 2021. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 24, 2021 here with regards to purchase of 52' rotary mower.)

Mr. Kane Adams, Assistant Street Director, presented the recommendation of the Street Department to approve the Purchase Agreement with EmbankScape Equipment LLC through the Houston-Galveston Area Council Cooperative Purchasing Program in the amount of \$55,200, funded by the City Stormwater Fund, for the purchase of a TK-52XP Tracked 52" Rotary Mower.

Vice-Mayor Scales Harris made a motion to approve the Purchase Agreement with EmbankScape Equipment LLC through the Houston-Galveston Area Council Cooperative Purchasing Program in the amount of \$55,200, funded by the City Stormwater Fund, for the purchase of a TK-52XP Tracked 52" Rotary Mower. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated June 24, 2021 here with regards to Beer Permit Applications for Hyatt Place Murfreesboro at 2108 Lothric Way, El Toro Mexican Restaurant at 1006 Memorial Boulevard, Smoke & Brew at 1511 E Main Street and Red Crab Juicy Seafood at 740 NW Broad Street.)

Mr. Wade made a motion to approve Beer Permits for Hyatt Place Murfreesboro, 2108 Lothric Way (New Location); El Toro Mexican Restaurant, 1006 Memorial Boulevard (Ownership Change); Smoke & Brew, 1511 East Main Street (Ownership Change) and Red Crab Juicy Seafood, 740 North West Broad Street (Ownership Change), pending building

and codes completion. Mr. Wright seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director announced that there were no statements nor any board or commission appointments to consider.

Staff, at the request of Mr. Shacklett, informed everyone that the City's Fourth of July celebration would be sponsored by M.T.E.M.C. and held at the Fountains at Gateway on July 4, 2021.

There being no further business, Mayor McFarland adjourned this meeting at 7:02 p.m.

ATTEST:

SHANE MCFARLAND – MAYOR

MELISSA B. WRIGHT - CITY RECORDER

COUNCIL

COMMUNICATION Meeting

Date: 07/08/2021

Item Title: Amend City Code to Permit Consumption of Alcohol on Airport Property Second Reading

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

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

Summary

Amend Murfreesboro City Code to allow for the consumption of alcohol on Airport property.

Staff Recommendation

Approve amendment of Murfreesboro City Code, Chapter 3, Airport Section 3-14 allowing the consumption of alcohol on City property, specifically the Airport.

Background Information

The new Business Center and Terminal was built with rentable space for meetings and events. These events may include the consumption of alcohol. Other facilities at the airport may also be used for similar events where alcohol may be served. The Airport Commission has approved Rules for Alcohol Use on Airport Property and Application Use Permits similar to those used by the Parks and Recreation Department to comply with City policies.

Council Priorities Served

Improve economic development

The Amendment of the Murfreesboro City Code allowing the use of alcohol at the Airport will allow rental of the space for business and personal events creating wonderful events and additional revenue for the Airport.

Operational Issues

The Airport Commission has approved the necessary rules and use permits to prepare for the use and consumption at the Airport. Staff will be trained on the rules and proper use of the facilities.

Fiscal Impact

The Amendment will allow for an additional revenue source that will assist the Airport in its ability to maintain and improve its facilities.

Attachments

1. Proposed Resolution for Airport Alcohol Policy
2. Proposed Ordinance Allowing Alcohol
3. Rules for Alcohol Use at the Airport

RESOLUTION 21-R-09 adopting rules regarding the possession, use and consumption of beer, wine and alcoholic beverages on City-owned property to include the Murfreesboro Municipal Airport.

WHEREAS, Murfreesboro City Code §4-90, Beer, Wine and Other Beverages on City Property, specifies that rules shall be adopted by the Council by resolution after receiving recommendations from the department; and,

WHEREAS, the Murfreesboro Municipal Airport Commission and the Airport Manager have developed rules regarding the possession, use and consumption of beer, wine and other alcoholic beverages; and

WHEREAS, the Airport Commission recommended and approved such rules at its April 19, 2021 meeting; and

WHEREAS, pursuant to Ordinance 08-O-38 and Ordinance 21-O-05, the City Council wishes to adopt said rules as set forth in Attachment A hereto.

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

SECTION 1. Approves and adopts the rules contained in Attachment A hereto for Murfreesboro Municipal Airport.

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

Adam F. Tucker
City Attorney

**MURFREESBORO MUNICIPAL AIRPORT
RULES FOR ALCOHOLIC BEVERAGES ON AIRPORT PROPERTY**

General

1. No person under the influence of alcohol or drugs shall operate any motor vehicle, machinery, or aircraft of any type on Murfreesboro Municipal Airport ("Airport") property ("Property"). For purposes of these Rules, Property shall include all of the real property owned by the City of Murfreesboro and dedicated to use by and for the Airport.
2. No person shall be or become intoxicated on Airport Property. For purposes of these rules, a person is intoxicated if: (a) the person's mental or physical functions are meaningfully impaired due to the person's consumption or use of a controlled substance, a controlled substance analogue, alcohol, or other substance affecting the central nervous system; or (b) the person exhibits plain and easily observed outward manifestations of behavior or physical signs produced by the over consumption of alcohol.
3. City employees will instruct intoxicated persons to leave the Property and not to return to the property until they are no longer intoxicated. An intoxicated person who refuses to leave the property when instructed, as well as persons who are repeatedly asked to leave the Property due to their intoxicated state, may be removed by police and/or denied future access to, or future use of, the Airport.
4. The sale, distribution, consumption, use or possession of beer, wine or other alcoholic beverages on Airport Property is allowed as set forth in these Rules or a Use Agreement entered into pursuant to these Rules,
5. Any sale, distribution, consumption, use or possession of beer, wine or other alcoholic beverage on Airport Property must comply with all state and local laws relative to the sale, distribution, consumption, use, and possession of alcoholic beverages.
6. Any person or entity authorized to sell or distribute beer, wine, or other alcoholic beverages on Airport Property must have all appropriate state and local licenses and permits to engage in such activity.
7. No person shall consume, sell, distribute, or display beer, wine, or other alcoholic beverage on or within any public or open area of the Airport except in accordance with the terms of a Use Agreement entered into pursuant to these Rules. Beer, wine, and other alcoholic beverages may be possessed and consumed by the lessee or tenant of a hangar, and such lessee's or tenant's invited guests, within the confines of such hangar, subject to these Rules.
8. No individual possessing an alcoholic beverage in an open container is permitted to be on the Airport's runway, taxiways, apron, sidewalks, parking lots, or driveways.
9. Lessees of hangars and other Airport facilities are responsible for enforcing the City's rules for possession, use and consumption of beer, wine and any other alcoholic beverages on the leased premises and for enforcing applicable state and local laws and regulations.
10. Any person in violation of these rules may be subject to criminal or civil prosecution pursuant to applicable state and local laws.

Use Agreement

1. The sale, distribution, consumption, use, or possession of beer, wine or other alcoholic beverage shall be allowed in conjunction with an approved facility rental and/or special event as set forth in a Use Agreement between the party hosting the event ("User") and the City.
2. A Use Agreement is required for rental of any portion of the Terminal or other City-managed facility. In addition, a Use Agreement is required for events hosted in private leased areas where alcohol is to be served and the number of actual or invited attendees is 15 or more.

3. All alcoholic beverages brought onto the Airport Property in connection with a Use Agreement must remain under the control and supervision of the User, a business in possession of a state-issued caterer license or City-issued caterer beer permit (“Caterer”), or an employee of the User or Caterer. No alcoholic beverages shall be left unattended on the Airport Property.
4. Persons serving any alcoholic beverage at the Airport pursuant to a Use Agreement must be at least twenty-one (21) years of age and acting under the direct supervision of the User or Caterer
5. Providing alcohol to anyone under the age of twenty-one (21), whether by a User, a Caterer, or a person under the User’s or Caterer’s supervision is strictly prohibited. Failure to adhere to this rule will result in the User being banned from hosting future events at the Airport at which alcohol is served for at least one (1) year.
6. The person or entity responsible for selling or distributing any alcoholic beverage pursuant to a Use Agreement must provide a copy of any required beer permit or liquor license to the Airport Manager or designee prior to the event.
7. Beer kegs may be permitted during a rental or special event if specified in the Use Agreement.
8. Alcoholic beverages may only be served and possessed in the location and during the specific hours of the rental or special event specified in the Use Agreement
9. Persons in possession of an alcoholic beverage must stay within the perimeters of the rented or special event area. Under no circumstances will individuals possessing alcoholic beverages be permitted outside such rental or special event area.
10. The Airport Commission reserves the right to implement additional rules relative to the sale, distribution, consumption or possession of beer, wine or any other alcoholic beverages at the facility as may be necessary.

Adopted by Murfreesboro Airport Commission: April 19, 2021_____.

Approved by Murfreesboro City Council: _____

ORDINANCE 21-O-05 amending the Murfreesboro City Code, Chapter 3, Airport, Section 3-14, regarding Rules of Conduct.

WHEREAS, the City allows alcohol to be consumed on City property subject to approved rules adopted by resolution; and

WHEREAS, the City Council desires to allow alcohol consumption on airport property in limited circumstances consistent with rules to be adopted by resolution; and

WHEREAS, the Airport Commission recommended and approved such rules at its April 19, 2021 meeting.

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

SECTION 1. Murfreesboro City Code, Section 3-14(B) is amended deleting the first sentence of such subsection (B) and replacing it with the following sentence:

“Alcohol may only be consumed on the airport pursuant to duly approved rules or rental or use agreements.”

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder
SEAL

Adam F. Tucker
City Attorney

**MURFREESBORO MUNICIPAL AIRPORT
RULES FOR ALCOHOLIC BEVERAGES ON AIRPORT PROPERTY**

General

1. No person under the influence of alcohol or drugs shall operate any motor vehicle, machinery, or aircraft of any type on Murfreesboro Municipal Airport ("Airport") property ("Property"). For purposes of these Rules, Property shall include all of the real property owned by the City of Murfreesboro and dedicated to use by and for the Airport.
2. No person shall be or become intoxicated on Airport Property. For purposes of these rules, a person is intoxicated if: (a) the person's mental or physical functions are meaningfully impaired due to the person's consumption or use of a controlled substance, a controlled substance analogue, alcohol, or other substance affecting the central nervous system; or (b) the person exhibits plain and easily observed outward manifestations of behavior or physical signs produced by the over consumption of alcohol.
3. City employees will instruct intoxicated persons to leave the Property and not to return to the property until they are no longer intoxicated. An intoxicated person who refuses to leave the property when instructed, as well as persons who are repeatedly asked to leave the Property due to their intoxicated state, may be removed by police and/or denied future access to, or future use of, the Airport.
4. The sale, distribution, consumption, use or possession of beer, wine or other alcoholic beverages on Airport Property is allowed as set forth in these Rules or a Use Agreement entered into pursuant to these Rules,
5. Any sale, distribution, consumption, use or possession of beer, wine or other alcoholic beverage on Airport Property must comply with all state and local laws relative to the sale, distribution, consumption, use, and possession of alcoholic beverages.
6. Any person or entity authorized to sell or distribute beer, wine, or other alcoholic beverages on Airport Property must have all appropriate state and local licenses and permits to engage in such activity.
7. No person shall consume, sell, distribute, or display beer, wine, or other alcoholic beverage on or within any public or open area of the Airport except in accordance with the terms of a Use Agreement entered into pursuant to these Rules. Beer, wine, and other alcoholic beverages may be possessed and consumed by the lessee or tenant of a hangar, and such lessee's or tenant's invited guests, within the confines of such hangar, subject to these Rules.
8. No individual possessing an alcoholic beverage in an open container is permitted to be on the Airport's runway, taxiways, apron, sidewalks, parking lots, or driveways.
9. Lessees of hangars and other Airport facilities are responsible for enforcing the City's rules for possession, use and consumption of beer, wine and any other alcoholic beverages on the leased premises and for enforcing applicable state and local laws and regulations.
10. Any person in violation of these rules may be subject to criminal or civil prosecution pursuant to applicable state and local laws.

Use Agreement

1. The sale, distribution, consumption, use, or possession of beer, wine or other alcoholic beverage shall be allowed in conjunction with an approved facility rental and/or special event as set forth in a Use Agreement between the party hosting the event ("User") and the City.
2. A Use Agreement is required for rental of any portion of the Terminal or other City-managed facility. In addition, a Use Agreement is required for events hosted in private leased areas where alcohol is to be served and the number of actual or invited attendees is 15 or more.

3. All alcoholic beverages brought onto the Airport Property in connection with a Use Agreement must remain under the control and supervision of the User, a business in possession of a state-issued caterer license or City-issued caterer beer permit (“Caterer”), or an employee of the User or Caterer. No alcoholic beverages shall be left unattended on the Airport Property.
4. Persons serving any alcoholic beverage at the Airport pursuant to a Use Agreement must be at least twenty-one (21) years of age and acting under the direct supervision of the User or Caterer
5. Providing alcohol to anyone under the age of twenty-one (21), whether by a User, a Caterer, or a person under the User’s or Caterer’s supervision is strictly prohibited. Failure to adhere to this rule will result in the User being banned from hosting future events at the Airport at which alcohol is served for at least one (1) year.
6. The person or entity responsible for selling or distributing any alcoholic beverage pursuant to a Use Agreement must provide a copy of any required beer permit or liquor license to the Airport Manager or designee prior to the event.
7. Beer kegs may be permitted during a rental or special event if specified in the Use Agreement.
8. Alcoholic beverages may only be served and possessed in the location and during the specific hours of the rental or special event specified in the Use Agreement
9. Persons in possession of an alcoholic beverage must stay within the perimeters of the rented or special event area. Under no circumstances will individuals possessing alcoholic beverages be permitted outside such rental or special event area.
10. The Airport Commission reserves the right to implement additional rules relative to the sale, distribution, consumption or possession of beer, wine or any other alcoholic beverages at the facility as may be necessary.

Adopted by Murfreesboro Airport Commission: _____.

Approved by Murfreesboro City Council: _____

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: City Ordinance Change to Reflect Departmental Merger
[Second Reading]

Department: Street Department

Presented by: Kane Adams

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

Updates City ordinance to reflect Street Department's responsible for planting, care, and maintenance of the City's green infrastructure.

Staff Recommendation

Approve Ordinance 21-O-07.

Background Information

The City's former Urban Environmental Department (UED) merged with the Street Department in 2018. The Street Department has fulfilled urban environmental responsibilities since that time, with some decisions made by the former department having been allocated the Board of Zoning Appeals. The proposed change to the City Code reflects the delegated responsible for maintenance and hearings regarding the City's green infrastructure and urban forests.

Council Priorities Served

Responsible Budgeting

Merging two operating departments has significant decreased operating expenses and increased the efficiency of fulfilling the responsibility allocated to the department.

Fiscal Impact

None.

Attachments

1. Ordinance 21-O-07
2. Exhibit A, Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

ORDINANCE 21-O-07 amending the Murfreesboro City Code, Chapter 2, Administration, Article II, Urban Environmental Commission and Chapter 32.5, Tree Management.

WHEREAS, in 2018, the Urban Environmental Department merged with the Street Department; and,

WHEREAS, the Street Department is now responsible for the planting, care, maintenance, and overall stewardship of the City of Murfreesboro's green infrastructure and urban forests; and,

WHEREAS, it is the recommendation of City staff that the relevant City ordinances should reflect the merger of the Urban Environmental Department and the Street Department in order to improve the administration of the responsibilities and duties of the same; and,

WHEREAS, City Council finds that these recommendations are consistent with State law and the reasonable regulation of lawful activity.

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

SECTION 1. Chapter 2, Administration, Article II, Urban Environmental Commission (Sections 2-36 through 2-44), of the Murfreesboro City Code is hereby amended by deleting the article and sections in its entirety and marking it as "Reserved."

SECTION 2. Chapter 32.5, Tree Management, (Sections 32.5-1 – 32.5-10) of the Murfreesboro City Code is hereby amended by deleting the chapter its entirety and substituting in lieu thereof the following:

SECTION 32.5-1 - Purpose and intent.

(A) The purpose of this chapter is to regulate the planting, maintenance, and removal of all trees in public areas in the City by:

- (1) Directing the City's Public Works Division to develop, implement, and enforce regulations related to the planting, maintenance, and removal of trees on City property, including City-owned right-of-way;
- (2) Authorizing the Public Works Division to issue permits for the planting, maintenance, and removal of trees in public areas within the City;
- (3) Providing for the pruning and removal of trees on private property which endanger public safety; and,
- (4) Prescribing penalties for violations of these regulations and authorizing other remedial actions for such violations.

(B) The purpose of the Landmark Tree designation program authorized by this chapter is to preserve and protect the cultural heritage, natural resources, aesthetic enhancement, and those environmentally sensitive areas in which a Landmark Tree(s) is located. From and after such time as a tree is designated as being a Landmark Tree, it shall be subject to all rules, regulations and/or requirements prescribed by this chapter.

(C) The standards set out herein are hereby established in order to encourage the planting of trees within the City; to encourage the maintenance and protection of existing trees; to encourage the removal of hazardous, undesirable, or diseased/pest-infested trees; and, to reduce air pollution and promote clean air quality through increased dust filtration, and the reduction of noise, heat and glare.

SECTION 32.5-2 - Name.

This chapter shall be known and may be cited as "Tree Management."

SECTION 32.5-3 - Definitions.

(A) Arboricultural Specifications and Standards of Practice for the City of Murfreesboro (or "Arboricultural Specifications Manual") is a manual prepared by the City Arborist pursuant to this chapter containing regulations and standards for the planting, maintenance, and removal of trees on public areas regulated herein.

(B) Landmark Tree(s). Landmark trees are those individual trees or tree groups identified as being exemplary of their species based upon their rarity, size, age, association with a historical or significant event or person, abnormality, or scenic enhancement. Such Landmark Trees are recognized as representing unique community assets.

(C) Person. Any natural person, firm, partnership, association, corporation, company, or organization of any kind.

(D) Property owner. The person or persons owning such property as shown by the Register of Deeds' office.

(E) Public property. City-owned property or public street or highway right-of-way within the City.

(F) Street or highway right-of-way. The area between private property lines on each side of a street or highway, with "private property lines" defined or determined as follows:

- (1) When there is a plat dedication, deed, or easement conveying the street or highway right-of-way to the City, the description therein shall control.
- (2) When there is no plat dedication, deed, or easement as provided in subsection (1) above, but the private property is fenced at the street or highway, the "private property line" shall be at the fence.
- (3) When there is no plat dedication, deed, or easement as provided in subsection (1) above, or fence as provided in subsection (2) above, the "private property line" shall begin: (i) at the property side of a sidewalk; (ii) if no sidewalk, at the property side of the curb; and, (iii) if no sidewalk or curb, at the property side of the storm drainage ditch or shoulder, whichever is further from the edge of the traveled portion of the street or highway.

(G) Trees. Large trees are designated as those having attained a height of 45 ft. or more, medium trees are designated as those having attained a height of 30 to 45 ft., and small trees are designated as those having attained a height of under 30 ft.

SECTION 32.5-4 - City Arborist.

- (A) Qualifications. The City Arborist shall be a person skilled and trained in the science of arboriculture. The City Arborist shall hold a college degree in forestry, urban forestry, horticulture or other closely related field or have graduated from an accredited program or institute with a degree or certification in arboriculture.
- (B) Duties. The City Arborist shall have the authority to promulgate the rules and regulations of the Arboricultural Specifications and Standards of Practice governing the planting, maintenance, removal, fertilization, pruning, and bracing of trees growing on public areas regulated herein and shall direct, regulate and control the planting, maintenance, and removal of all trees growing now or hereafter in any public areas regulated herein. The City Arborist shall cause the provisions of this chapter to be enforced. In the City Arborist's absence, these duties shall be the responsibility of a qualified alternate designated by the City Manager.
- (C) Authority.
- (1) Scope. The City Arborist shall have the authority and jurisdiction to regulate the planting, maintenance, and removal of trees on public areas regulated herein to ensure safety and to preserve the aesthetics of such public sites.
 - (2) Supervision. The City Arborist shall have the authority, and it shall be the City Arborist's duty, to supervise or inspect all work performed under a permit issued in accordance with the terms of this chapter.
 - (3) Condition of permit. The City Arborist and/or City Manager shall have the authority to affix reasonable conditions to the granting of a permit in accordance with the terms of this chapter.
 - (4) Landmark Tree designation. The City Arborist shall have the authority, and it shall be the City Arborist's duty, to identify trees that qualify as a Landmark Tree.

SECTION 32.5-5 – Tree Management Plan

- (A) In addition to the duties set forth in Section 32.5-4, the City Arborist shall be responsible for developing the City's Tree Management Plan, presenting the plan to City Council for approval, and, upon approval, administering the plan.
- (B) All new plantings in public areas within the City shall conform with the Tree Management Plan approved by City Council. The Tree Management Plan shall provide standards and guidelines, consistent with the Arboricultural Specifications and Standards of Practice, related to the care, preservation, pruning, planting, replanting, removal, or disposition of trees in public areas. In developing the Tree Management Plan, the City Arborist shall consider all existing and future utility and environmental factors when recommending a specific species for each of the streets and other public sites owned by the City.
- (C) The City Arborist shall have the authority to amend the Tree Management Plan, subject to approval by City Council, whenever circumstances make such amendments advisable. In addition, the City Council may request the

City Arborist to consider, investigate, report findings, and make recommendations upon any special matter or question within the scope of the City Arborist's duties and responsibilities.

SECTION 32.5-6 - Permit required.

(A) Scope of requirement.

- (1) Persons requiring permits. No person other than the City Arborist, designee, or a contractor employed by the City Arborist, may perform any of the following acts on a tree in a public area without first obtaining a permit: plant, maintain, treat, prune, remove, replant, replace or otherwise disturb any tree. This provision shall not be construed to prohibit owners of property adjacent to public areas from watering, without a permit, any tree, located on such public areas, subject to subsection (E)(2) herein. Nothing in this section shall be construed to exempt any person from the requirements of obtaining any additional permits as required law. Notwithstanding the foregoing, an owner or developer who receives site plan approval that includes a landscape plan shall not be required to obtain an additional permit for trees in the street or highway right-of-way at the approved site.
- (2) Application for permit.
 - (a) Application for a permit must be made not less than three working days prior to the time the work is to be done. An application may be made by telephone or by fax. The person to whom the permit is issued shall abide by the Arboricultural Specifications and Standards of Practice.
 - (b) Any person planning to excavate in order to perform work must comply with T.C.A. § 65-31-101 et seq. and this chapter. The applicant for an excavation permit shall give "notice of intent to excavate" to Tennessee One Call pursuant to T.C.A. § 65-31-101 et seq. at least three working days prior to the actual date of excavation but not more than ten full working days prior to such time.
 - (c) No permit is required for trees on private property in a utility right-of-way easement.
- (3) Standards of issuance. The permit shall be issued, provided that the proposed work is in compliance with this chapter and the proposed method and workmanship thereof are in conformity with the Arboricultural Specification and Standards of Practice, at no cost. Any permit granted shall contain a definite date of expiration and the work shall be completed in the time allowed on the permit and in the manner therein described. A violation of any of a permit terms shall render a permit null and void. An applicant may appeal the denial of a permit to the Board of Zoning Appeals in accordance with Section 32.5-10.
- (4) Notice of completion. A notice of completion shall be provided within five days after the completion date for purposes of inspecting the work. The notice may be by telephone.

(B) Planting.

(1) Application data. The application required herein shall state the number of trees to be planted, the location, the species, cultivar or variety of each tree, the method of planting, and such other information which may reasonably be required in order to make a fair determination as to whether a permit should be issued.

(2) Improper planting.

(a) Whenever any tree or shrub shall be planted or set out so as to be in conflict with the provisions of this section, it shall be lawful for the City to remove, or cause to be removed, such offending trees, and the cost for the removal thereof shall be assessed to the owner, subject the owner's right to notice of the violation and the owner having a reasonable opportunity to remove—or arrange for the removal of—the offending tree. .

(b) A statement of the cost incurred by the City shall be filed with the City Recorder or designee. A lien is hereby declared on such person's abutting property for all costs and expenses incurred by the City. The responsible party shall be liable for the total costs incurred by the City, together with an administrative handling expense of an additional 20%.

(c) All uncollected costs for the current year shall be certified by the City Recorder on or before December 31st of each year. When taxes are collected for the next succeeding year, the City Recorder shall collect any such certified amount as a special tax against the property owner's abutting real estate. The costs of removing such trees is hereby declared to be a special tax to be collected as general taxes levied by the City.

(3) Drainage ditch. Nothing shall be planted in a City drainage ditch.

(4) Distance from travel lane. No tree shall be planted within 12 ft. of the traveled portion of any major arterial or collector street with a speed limit greater than 40 miles per hour. Where existing tree distances outside curbs or edges of travel lanes have been established, replacement trees may be allowed to conform with those established set-back distances. Planting that involves exceptions to these criteria will be considered on an individual basis.

(C) Maintenance. The application required herein shall state the number and kinds of trees to be sprayed, fertilized, pruned, or otherwise preserved on public area; the type of treatment to be administered; the composition of the spray material to be applied; and such other maintenance information which may reasonably be required in order to make a fair determination as to whether a permit should be issued.

(D) Tree topping. Topping a tree is defined as the extensive and substantial cutting or heading back of limbs to stubs larger than two inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. As a normal practice it shall be unlawful for any person, firm, public utility, or City department to top any tree on public areas. At the discretion of the City Arborist trees severely damaged by storms or other causes, or certain trees under utility wires or other

obstructions where other pruning practices are impractical may be exempted from this chapter. Anyone desiring to prune a tree on public areas must obtain a permit.

(E) Removal, replanting, and replacement.

(1) (a) Whenever the City, utility, or government agency causing the removal determines it necessary to remove a tree or trees from a public area in connection with the construction or repair of a sidewalk or the paving or widening of a street or highway used in vehicular traffic, the City, utility, or government agency causing the removal shall replant such trees or replace them. In the event conditions prevent the replanting (i.e., loss or reduction of planting area, visibility, etc.) the requirement for replanting shall be satisfied by the planting of an equivalent number of approved trees in other similar location(s).

(b) Any City, utility or government agency shall give notice of intent (fax notice to City Arborist is acceptable) to remove a tree or trees from a public area a minimum of seven working days prior to removal to the City Arborist so the City Arborist may investigate and offer reasonable alternatives when any exist. Any designation of a tree as a Landmark Tree must be made prior to the issuing of the required seven-day notice.

(c) Any utility shall appoint a designated person to act as the liaison between it and the City Arborist. The person designated shall be responsible for coordinating all proposed utility construction projects that involve trees, prior to the commencement of work.

(2) No person or property owner shall remove a tree from a public area for the purpose of construction, or for any other reason, without first applying for and procuring a permit; and any tree or trees removed shall be replaced in accordance with the Arboricultural Specifications Manual. Such replacement shall meet the standards set forth on the permit. The person or property owner shall bear the cost of removal (to include the stump), clean-up, and replacement of all trees removed. Notwithstanding the foregoing, a property owner may remove a tree the property owner planted, without first obtaining a permit for removal, provided the tree was not planted (i) as a replacement tree pursuant to this subsection (E) herein, or (ii) was not a tree planted as required by the landscaping provisions of Appendix A - Zoning.

(F) A municipal register shall be established and maintained for Landmark Trees. The City Arborist shall periodically conduct a survey to locate trees eligible for Landmark Tree designation. Enrollment shall be accomplished through identification and nomination of an individual tree or tree group by a municipal official, citizen, or property owner subject to review and approval by the Department. A tree on private property may not be designated a Landmark Tree without the consent of the property owner(s). Owners of private property may nominate a tree or tree group located on their property for Landmark Tree designation and registration in the municipal register; and in the event such trees are approved and enrolled, they shall be subject to the rules, regulations and requirements prescribed by this chapter.

SECTION 32.5-7 - Abuse or mutilation of trees.

- (A) The provisions of this section apply to any tree in a public area and to any tree having landmark designation. Unless specifically authorized by the City Arborist, no person shall intentionally damage, cut, carve, transplant, or remove any tree; attach any rope, wire, nails, advertising posters, or other contrivance to any tree; allow any gaseous liquid or solid or impervious (such as concrete or asphalt) substance which is harmful to such trees and/or their root systems to come into contact with them; or set fire or permit any fire to burn when such fire or the heat thereof may injure any portion of the tree; permit grade changes around trees; or permit storage of materials within driplines.
- (B) Trees having landmark designation shall be protected on public and private property from damage or removal.
- (C) Once a tree in a public area has been designated a Landmark Tree and enrolled in the municipal register of Landmark Trees, it may be removed only if, in the opinion of the City Arborist the tree poses a danger of spreading disease or infection to surrounding healthy trees, it presents a hazard to structures, property, or persons, or it substantially or materially restricts the economic enjoyment of the property. An applicant denied permission to remove a Landmark Tree by the Department may make a written appeal of such decision to the Board of Zoning Appeals in accordance with Section 32.5-10. Notwithstanding the foregoing, a Landmark Tree damaged during a storm which poses an immediate threat to public safety or private property may be removed to the extent necessary to eliminate the threat to public safety or private property without consideration by the Department.

SECTION 32.5-8 - Public nuisances.

- (A) Definitions. The following are hereby declared public nuisances under this chapter:
 - (1) A tree, shrub, or other plant, or portion thereof, whether located on public property or private property, which by reason of location or condition constitutes a danger to the health, safety, or welfare of the general public.
 - (2) Any tree, shrub, or other plant, or portion thereof, whether located on public property or private property, that obstructs the free passage of pedestrian (7 feet minimum clearance) or vehicular traffic (15.5 feet minimum clearance) or which obstructs a traffic signal or traffic sign.
- (B) Right to inspect; determination of nuisance.
 - (1) The officers, agents, servants and employees of the City have the authority to enter onto private property whereon there is located a tree, shrub, plant or other plant part that is reasonably suspected to be a public nuisance.
 - (2) The City Arborist, the City Traffic Engineer, and their designees shall have the authority to determine whether a tree, shrub, or other plant, or portion thereof constitutes a public nuisance and to issue a written notice of any such determination.

(C) Abatement on public property. Any tree, shrub, or other plant, or portion thereof that is located on public property and has been declared a public nuisance shall be pruned, removed, or otherwise treated by the City in whatever fashion as may be required to cause the abatement of the nuisance within a reasonable time after its discovery.

(D) Abatement on private property.

- (1) Any tree, shrub, or other plant, or portion thereof that is located on private property and has been declared a public nuisance shall be pruned, removed, or otherwise treated by the property owner or agent in whatever fashion may be required to cause the abatement of the nuisance.
- (2) No property owner may be held to be in violation of this provision unless and until the City has caused a written notice to be personally served or sent by certified mail (return receipt not required) to the owners of record for the property in question. Such notice shall:
 - (a) Describe the kind of tree, shrub, or other plant or plant part which has been declared to be a public nuisance, its location on the property, and the reason for declaring it a nuisance;
 - (b) Describe by legal description or by street the property; and
 - (c) State the actions that the property owner may undertake to abate the nuisance. and
 - (d) State the time within which the nuisance must be abated.
- (3) The City shall afford a property owner at least 30 days from the date of the notice to abate the nuisance, unless the nuisance presents an imminent danger to the public, in which case the 30-day requirement may be waived or reduced.
- (4) If the nuisance is not abated by the date specified in the notice of violation, the City or the City's contractor are hereby granted the authority to abate the nuisance and to enter onto private property to the extent reasonably necessary to abate such nuisance. In addition, the owner or owners of the property on which the nuisance is located may be prosecuted by citation to City Court in the same manner as other violations of the City Code. Any person found guilty of failing to abate a nuisance under this chapter shall be punished as provided in City Code § 1-8. In addition to any penalty assessed pursuant to City Code § 1-8, the property owner(s) shall be liable to the City for the reasonable cost incurred by the City in connection with abating the nuisance. This cost of abatement shall be filed as a lien against the property on which the nuisance was located; and,

SECTION 32.5-9 - Violation.

The violation of any provision of this chapter shall be punished as provided in Code § 1-8, in addition to any costs of corrective action incurred by the City as provided in this chapter.

SECTION 32.5-10 - Appeal to the Board of Zoning Appeals.

- (A) Any person aggrieved by an action taken pursuant to Sections 32.5-6 or 32.5-7 shall have the right to an appeal to the Board of Zoning Appeals

provided written request is filed with the City Recorder within ten working days of the action upon which the appeal is based.

(B) The Board of Zoning Appeals shall have the authority to grant variances where the particular characteristics of the plant material and/or topography and/or construction of the intersection or street reasonably warrant a variance and the variance does not materially alter the intent of this chapter. The procedure for requesting a variance from the Board shall be identical to the procedure for variances by the Board of Zoning Appeals as set forth in Appendix A - Zoning, section 10, except for the time for requesting the appeal.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:

Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

Exhibit A: Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

SECTION 32.5-1 - Purpose and intent.

(A) The purpose of this chapter is to regulate the planting, maintenance, and removal of all trees in public areas in the City by ~~and through~~:

~~(1) the establishment of a Tree Board;~~

~~(2)(1) Directing the City's Public Works Division to develop, implement, and enforce regulations related to the planting, maintenance, and removal of trees on City property, including City-owned right-of-way; the establishment of the Urban Environmental Department as the agency prescribing regulations, subject to prior approval of the City Council, relating to the planting, maintenance, and removal of trees in public areas;~~

~~(3)(2) the provision for the issuing of permits for the planting, maintenance, and removal of trees in public areas. Authorizing the Public Works Division to issue permits for the planting, maintenance, and removal of trees in public areas within the City;~~

~~(4)(3) the provision~~ Providing for the pruning and removal of trees on private property which endanger public safety; and,

~~(5)(4) the provision for p~~Prescribing penalties for violations of these regulations and authorizing other remedial actions for such violations.

(B) The purpose of the ~~landmark-tree~~Landmark Tree designation program ~~authorized by this chapter~~ is to preserve and protect the cultural heritage, natural resources, aesthetic enhancement, and those environmentally sensitive areas ~~inherent in those trees or tree groups so designated~~in which a Landmark Tree(s) is located. From and after such time as a tree is designated as being a ~~landmark-tree~~Landmark Tree, it shall be subject to all rules, regulations and/or requirements prescribed by this chapter.

(C) The standards set out herein are hereby established in order to encourage the planting of trees within the City; to encourage the maintenance and protection of existing trees; to encourage the removal of hazardous, undesirable, or diseased/pest-infested trees; and, to reduce air pollution and promote clean air quality through increased dust filtration, ~~and the~~ reduction of noise, heat and glare.

SECTION 32.5-2 - Name.

This chapter shall be known and may be cited as "Tree Management."

SECTION 32.5-3 - Definitions.

(A) Arboricultural Specifications and Standards of Practice for the City of Murfreesboro (or "Arboricultural Specifications Manual") is a manual prepared by the ~~Urban Environmental Department~~City Arborist pursuant to this chapter containing regulations and standards for the planting, maintenance, and removal of trees on public areas regulated herein.

(B) Landmark Tree(s). Landmark trees are those individual trees or tree groups identified as being exemplary of their species based upon their rarity, size, age, association with a historical or significant event or person, abnormality, or scenic enhancement. Such ~~landmark-tree~~Landmark Trees are recognized as representing unique community assets.

(C) Person. Any person, firm, partnership, association, corporation, company, or organization of any kind.

(D) Property owner. The person or persons owning such property as shown by the Register of Deeds' office.

(E) Public area(s). City--owned property or public street or highway right-of-way within the City.

Exhibit A: Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

- (F) Street or highway right-of-way. The area between private property lines on each side of a street or highway, with "private property lines" defined or determined as follows:
- (1) When there is a plat dedication, deed, or easement conveying the street or highway right-of-way to the City, the description therein shall control.
 - (2) When there is no plat dedication, deed, or easement as provided in subsection (1) above, but the private property is fenced at the street or highway, the "private property line" shall be at the fence.
 - (3) When there is no plat dedication, deed, or easement as provided in subsection (1) above, or fence as provided in subsection (2) above, the "private property line" shall begin: (i) at the property side of a sidewalk; (ii) if no sidewalk, at the property side of the curb; and, (iii) if no sidewalk or curb, at the property side of the storm drainage ditch or shoulder, whichever is further from the edge of the traveled portion of the street or highway.
- (G) Trees. Large trees are designated as those having attained a height of 45 ft. or more, medium trees are designated as those having attained a height of 30 to 45 ft., and small trees are designated as those having attained a height of under 40 ft.

~~(H) Urban Environmental Official. The Urban Environmental Director or designee.~~

~~SECTION 32.5-4 - Tree Board and Urban Environmental.~~

~~(A) Establishment of Tree Board. There shall be created a board to be known and designated as "Tree Board" (hereinafter, "the Board") and to be composed of five citizens and one ex officio member appointed by the Murfreesboro Electric Department General Manager. All members of the Board shall be citizens and residents of the City and shall be appointed by the Mayor with approval of the City Council. The initial terms shall be staggered with terms as follows: two for four years; one for three years; one for two years; and one for one year. Terms thereafter shall be for four years. All members of the Board shall serve without compensation. Vacancies occurring as the result of death, resignation, or otherwise shall be filled for the unexpired term in the same manner as the original appointments were made.~~

~~(B) Duties and responsibilities of Board. It shall be the responsibility of the Board to hear appeals and requests for variances.~~

~~(C) Operation of the Board. The Board shall choose its own officers, make its own rules and regulations subject to prior approval of the City Council, and keep a journal of its proceedings. A majority of the members shall constitute a quorum for the transaction of business.~~

~~Duties and responsibilities of the Urban Environmental Commission. It shall be the responsibility of the Commission to study, investigate, advise, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees in public areas. Such plan shall be presented to the City Council, and upon acceptance and approval shall constitute the official comprehensive City-wide tree plan for the City. When requested by the City Council, the Commission shall consider, investigate, report findings, and make a recommendation upon any special matter or question falling within the scope of its work.~~

~~(D) The Commission shall hold regular and special meetings for the purpose of discussing the subject of trees insofar as it relates to the City, and such meetings shall be open to the officers and personnel of the City and all others who may be interested in the tree program.~~

~~SECTION 32.4-5-4 - Urban Environmental official~~City Arborist.

Exhibit A: Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

(A) ~~Qualifications of Urban Environmental Official.~~ The ~~Urban Environmental Official~~ ~~(hereafter "UEO")~~ City Arborist shall be a person skilled and trained in the science of arboriculture. The ~~UEO~~ City Arborist shall hold a college degree in forestry, urban forestry, horticulture or other closely related field or graduated from an accredited program or institute with a degree or certification in arboriculture.

(B) ~~Duties of the Urban Environmental official.~~ The ~~UEO~~ City Arborist shall have the authority to promulgate the rules and regulations of the Arboricultural Specifications and Standards of Practice governing the planting, maintenance, removal, fertilization, pruning, and bracing of trees growing on public areas regulated herein and shall direct, regulate and control the planting, maintenance, and removal of all trees growing now or hereafter in any public areas regulated herein. The ~~UEO~~ City Arborist shall cause the provisions of this chapter to be enforced. In the ~~UEO~~ City Arborist's absence, these duties shall be the responsibility of a qualified alternate designated by the City Manager.

(C) ~~Authority of the Urban Environmental official.~~

- (1) Scope. The ~~UEO~~ City Arborist shall have the authority and jurisdiction to regulate the planting, maintenance, and removal of trees on public areas regulated herein to ensure safety and to preserve the aesthetics of such public sites.
- (2) Supervision. The ~~UEO~~ City Arborist shall have the authority and it shall be the ~~UEO~~ City Arborist's duty to supervise or inspect all work performed under a permit issued in accordance with the terms of this chapter.
- (3) Condition of permit. The ~~UEO~~ City Arborist and/or City Manager shall have the authority to affix reasonable conditions to the granting of a permit in accordance with the terms of this chapter.

~~(4) Master Street Tree Plan. The UEO shall have the authority to formulate a Master Street Tree Plan with the advice and subject to public hearing before the Commission and approval of the Commission and City Council. The Master Street Tree Plan shall specify the species of trees to be planted on public areas. From and after the effective date of the Master Street Tree Plan, or any amendment thereof, all planting shall conform thereto.~~

~~(a) The UEO shall consider all existing and future utility and Environmental factors when recommending a specific species for each of the streets and other public sites owned by the City.~~

~~(b) The UEO, with the approval of the Commission, shall have the authority to amend the Master Street Tree Plan at any time circumstances make it advisable, subject to a public hearing before the Commission and approval of the City Council, except for minor amendments.~~

~~(5)~~ (4) Landmark tree Landmark Tree designation. The ~~UEO~~ City Arborist shall have as a duty the location, selection, and identification of any tree which qualifies as a ~~landmark tree~~ Landmark Tree.

SECTION 32.5-5 – Tree Management Plan

(A) In addition to the duties set forth in Section 32.5-4, the City Arborist shall be responsible for developing the City's Tree Management Plan, presenting the plan to City Council for approval, and, upon approval, administering the plan.

(B) All new plantings in public areas within the City shall conform with the Tree Management Plan approved by City Council. The Tree Management Plan shall provide standards and guidelines, consistent with the Arboricultural Specifications and Standards of Practice, related to ~~It shall be the responsibility of the Commission to~~

Exhibit A: Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

~~study, investigate, advise, and administer a written plan for the care, preservation, pruning, planting, replanting, removal, or disposition of trees in public areas. In developing the Tree Management Plan, the City Arborist shall consider all existing and future utility and environmental factors when recommending a specific species for each of the streets and other public sites owned by the City.~~

~~(C) Such plan shall be presented to the City Council, and upon acceptance and approval shall constitute the official comprehensive City-wide tree plan for the City. When requested by the City Council, the Commission shall consider, investigate, report findings, and make a recommendation upon any special matter or question falling within the scope of its work. The City Arborist shall have the authority to amend the Tree Management Plan, subject to approval by City Council, whenever circumstances make such amendments advisable. In addition, the City Council may request the City Arborist to consider, investigate, report findings, and make recommendations upon any special matter or question within the scope of the City Arborist's duties and responsibilities.~~

SECTION 32.5-6 - Permit required.

(A) Scope of requirement.

- (1) Persons requiring permits. No person other than the ~~UEO~~City Arborist, designee, or a contractor employed by the ~~UEO~~City Arborist, may perform any of the following acts on a tree in a public area without first obtaining a permit: plant, maintain, treat, prune, remove, replant, replace or otherwise disturb any tree. This provision shall not be construed to prohibit owners of property adjacent to public areas from watering, without a permit, any tree, located on such public areas, subject to subsection (E)(2) herein. Nothing in this section shall be construed to exempt any person from the requirements of obtaining any additional permits as required law. Notwithstanding the foregoing, an owner or developer who receives site plan approval that includes a landscape plan shall not be required to obtain an additional permit for trees in the street or highway right-of-way at the approved site.
- (2) Application for permit.
 - (a) Application for a permit must be made not less than three working days prior to the time the work is to be done. An application may be made by telephone or by fax. The person to whom the permit is issued shall abide by the Arboricultural Specifications and Standards of Practice.
 - (b) Any person planning to excavate in order to perform work must comply with T.C.A. § 65-31-101 et seq. and this chapter. The applicant for an excavation permit shall give "notice of intent to excavate" to Tennessee One Call pursuant to T.C.A. § 65-31-101 et seq. at least three working days prior to the actual date of excavation but not more than ten full working days prior to such time.
 - (c) No permit is required for trees on private property in a utility right-of-way easement.
- (3) Standards of issuance. The permit shall be issued, provided that the proposed work is in compliance with this chapter and the proposed method and workmanship thereof are in conformity with the Arboricultural Specification and Standards of Practice, at no cost. Any permit granted shall contain a definite date of expiration and the work shall be completed in the time allowed on the permit and in the manner therein described. A violation of any of ~~its a permit~~ terms shall render a permit null and void. An applicant may appeal the denial of a permit to the Board of Zoning Appeals in accordance with Section 32.5-10.

Exhibit A: Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

- (4) Notice of completion. A notice of completion shall be provided within five days after the completion date for purposes of inspecting the work. The notice may be by telephone.

(B) Planting.

- (1) Application data. The application required herein shall state the number of trees to be planted, the location, the species, cultivar or variety of each tree, the method of planting, and such other information which may reasonably be required in order to make a fair determination as to whether a permit should be issued.

(2) Improper planting.

- i) Whenever any tree or shrub shall be planted or set out so as to be in conflict with the provisions of this section, it shall be lawful for the City to remove, or cause to be removed, such offending trees, and the cost for the removal thereof shall be assessed to the owner, subject the owner's right to notice of the violation and the owner having a reasonable opportunity to remove—or arrange for the removal of—the offending tree. to the right to a due process hearing before the Tree Board.

- ii) A statement of the cost incurred by the City shall be filed with the City Recorder or designee. A lien is hereby declared on such person's abutting property for all costs and expenses incurred by the City. The responsible party shall be liable for the total costs incurred by the City, together with an administrative handling expense of an additional 20%.

- iii) All uncollected costs for the current year shall be certified by the City Recorder on or before December 31st of each year. When taxes are collected for the next succeeding year, the City Recorder shall collect any such certified amount as a special tax against the property owner's abutting real estate. The costs of removing such trees is hereby declared to be a special tax to be collected as general taxes levied by the City.

- ~~(2)~~(3) Drainage ditch. Nothing shall be planted in a City drainage ditch.

- ~~(3)~~(4) Distance from travel lane. No tree shall be planted within 12 ft. of the traveled portion of any major arterial or collector street with a speed limit greater than 40 miles per hour. Where existing tree distances outside curbs or edges of travel lanes have been established, replacement trees may be allowed to conform with those established set-back distances. Planting that involves exceptions to this criteria will be considered on an individual basis.

- (C) Maintenance. The application required herein shall state the number and kinds of trees to be sprayed, fertilized, pruned, or otherwise preserved on public area; the type of treatment to be administered; the composition of the spray material to be applied; and such other maintenance information which may reasonably be required in order to make a fair determination as to whether a permit should be issued.

- (D) Tree topping. Topping a tree is defined as the severe cutting or heading back of limbs to stubs larger than two inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. As a normal practice it shall be unlawful for any person, firm, public utility, or City department to top any tree on public areas. At the discretion of the UEOCity Arborist trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this chapter. Anyone desiring to prune a tree on public areas must obtain a permit.

(E) Removal, replanting, and replacement.

- (1) (a) Whenever the City, utility, or government agency causing the removal determines it necessary to remove a tree or trees from a public area in connection

Exhibit A: Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

with the construction or repair of a sidewalk or the paving or widening of a street or highway used in vehicular traffic, the City, utility, or government agency causing the removal shall replant such trees or replace them. In the event conditions prevent the replanting (i.e., loss or reduction of planting area, visibility, etc.) the requirement for replanting shall be satisfied by the planting of an equivalent number of approved trees in other similar location(s).

(b) Any City, utility or government agency shall give notice of intent (fax notice to ~~UEO~~City Arborist is acceptable) to remove a tree or trees from a public area a minimum of seven working days prior to removal to the ~~UEO~~City Arborist so the ~~UEO~~City Arborist may investigate and offer reasonable alternatives when any exist. Any designation of a tree as a ~~landmark-tree~~Landmark Tree must be made prior to the aforementioned seven-day notice.

(c) Any utility shall appoint a designated person to act as the liaison between it and the ~~UEO~~City Arborist. The person designated shall be responsible for coordinating all proposed utility construction projects that involve trees, prior to the commencement of work.

(2) No person or property owner shall remove a tree from a public area for the purpose of construction, or for any other reason, without first applying for and procuring a permit; and any tree or trees removed shall be replaced in accordance with the Arboricultural Specifications Manual. Such replacement shall meet the standards set forth on the permit. The person or property owner shall bear the cost of removal (to include the stump), clean-up, and replacement of all trees removed. Notwithstanding the foregoing, a property owner may remove a tree the property owner planted, without first obtaining a permit for removal, provided the tree was not planted (i) as a replacement tree pursuant to this subsection (E) herein, or (ii) was not a tree planted as required by the landscaping provisions of Appendix A - Zoning.

(F) A municipal register shall be established and maintained for ~~landmark-tree~~Landmark Trees. The ~~Urban-Environmental-Department~~City Arborist shall periodically conduct a survey to locate trees eligible for ~~landmark-tree~~Landmark Tree designation. Enrollment shall be accomplished through identification and nomination of an individual tree or tree group by a municipal official, citizen, or property owner subject to review and approval by the Department. A tree on private property may not be designated a ~~landmark-tree~~Landmark Tree without the consent of the property owner(s). Owners of private property may nominate a tree or tree group located on their property for ~~landmark-tree~~Landmark Tree designation and registration in the municipal register; and in the event such trees are approved and enrolled, they shall be subject to the rules, regulations and requirements prescribed by this chapter.

SECTION 32.5-7 - Abuse or mutilation of trees.

(A) The provisions of this section apply to any tree in a public area and to any tree having landmark designation. Unless specifically authorized by the ~~Urban-Environmental-Department~~City Arborist, no person shall intentionally damage, cut, carve, transplant, or remove any tree; attach any rope, wire, nails, advertising posters, or other contrivance to any tree; allow any gaseous liquid or solid or impervious (such as concrete or asphalt) substance which is harmful to such trees and/or their root systems to come into contact with them; or set fire or permit any fire to burn when such fire or the heat thereof may injure any portion of the tree; permit grade changes around trees; or permit storage of materials within driplines.

(B) Trees having landmark designation shall be protected on public and private property from damage or removal.

Exhibit A: Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

- (C) Once a tree ~~in a public area~~ has been designated a ~~landmark-Landmark t~~Tree and enrolled in the municipal register of ~~landmark-Landmark t~~Trees, it may be removed only if, in the opinion of the ~~Department-City Arborist~~ the tree poses a danger of spreading disease or infection to surrounding healthy trees, it presents a hazard to structures, property, or persons, or it substantially or materially restricts the economic enjoyment of the property. An applicant denied permission to remove a ~~landmark Landmark t~~Tree by the Department may ~~make a written~~ appeal ~~of~~ such decision to the ~~Tree-BoardBoard of Zoning Appeals in accordance with Section 32.5-10.~~ Notwithstanding the foregoing, a ~~landmark-treeLandmark Tree~~ damaged during a storm which poses an immediate threat to public safety or private property may be removed to the extent necessary to eliminate the threat to public safety or private property without consideration by the Department.

SECTION 32.5-8 - Public nuisances.

- (A) Definitions. The following are hereby declared public nuisances under this chapter:

- (1) A tree, shrub, or other plant, or portion thereof, whether located on public areas or private property, which by reason of location or condition constitutes ~~an imminent-a~~ danger to the health, safety, or welfare of the general public.
- (2) Any tree, shrub, or other plant, or portion thereof, whether located on public areas or private property, which obstructs the free passage of pedestrian (7 feet minimum clearance) or vehicular traffic (15.5 feet minimum clearance) or which obstructs a traffic signal or traffic sign.

- (B) Right to inspect. The officers, agents, servants and employees of the City have the authority to enter onto private property whereon there is located a tree, shrub, plant or other plant part that is reasonably suspected to be a public nuisance.

- (C) Abatement ~~in public areas.~~ Any public nuisance under this chapter which is located on public areas shall be pruned, removed, or otherwise treated in whatever fashion as may be required to cause the abatement of the nuisance within a reasonable time after its discovery. The following are prescribed means of abating public nuisances under this chapter:

- (D) ~~Abatement on private property. Any public nuisance under this chapter which is located on public areas shall be pruned, removed, or otherwise treated in whatever fashion as may be required to cause the abatement of the nuisance within a reasonable time after its discovery.~~

- (1) Any public nuisance under this chapter which is located on private property shall be pruned, removed, or otherwise treated by the property owner or agent in whatever fashion may be required to cause the abatement of the nuisance.
- (4) No property owner may be ~~held to be~~ in violation of this provision unless and until ~~the following requirements of notice have been satisfied:~~
- (2) the City ~~shall-has caused~~ a written notice to be personally served or sent by ~~registered-certified mail (return receipt not required)~~ to the ~~owners of record for the property in question. Such notice shall: person to whom was sent the tax bill for the last preceeding year. The UEO shall give notice of any violation;~~
- (a) ~~such notice shall d~~Describe the kind of tree, shrub, or other plant or plant part which has been declared to be a public nuisance, its location on the property, and the reason for declaring it a nuisance;
- (b) ~~such notice shall D~~escribe by legal description or by street the ~~premisesproperty; and~~

Exhibit A: Tracked Changes to Chapter 32.5 of the Murfreesboro City Code

~~(c) Such notice shall state the actions that the property owner may undertake to abate the nuisance; and~~

~~(e)(d) State the time within which the nuisance must be abated.~~

(3) ~~The City shall afford a property owner at least 30 days from the date of the notice to abate the nuisance, unless the nuisance presents an imminent danger to the public, in which case the 30-day requirement may be waived or reduced. Such notice shall require the elimination of the nuisance no less than 30 days after the notice is delivered or sent to the person to whom was sent the tax bill for the last preceding year. However, the 30 days may be reduced when there is imminent danger to the public;~~

(4) ~~in If the event the nuisance is not abated by the date specified in the notice of violation, the City or City's contractor is authorized to cause the abatement of the nuisance and to enter onto private property to the extent reasonably necessary to abate such nuisance. In addition, the the owner or owners of the property on which the nuisance is located may be prosecuted by citation to City Court in the same manner as other violations of the City Code. Any person found guilty of failing to abate a nuisance under this chapter shall be punished as provided in City Code § 1-8. In addition to any penalty assessed pursuant to City Code § 1-8, the property owner(s) shall be liable to the City for the reasonable cost incurred by the City in connection with abating the nuisance. City is authorized to cause the abatement of said nuisance. This reasonable cost of such abatement shall be filed as a lien against the property on which the nuisance was located; and,~~

~~(5) the property owner shall be notified of the right to a due process hearing before the Tree Board. The running of the time limits shall be suspended from the time of the written request for a due process hearing until a decision is rendered by the Board.~~

SECTION 32.5-9 - Violation.

The violation of any provision of this chapter shall be punished as provided in Code § 1-8, in addition to any costs of corrective action incurred by the City as provided in this chapter.

SECTION 32.5-10 - Appeal to the ~~Tree Board~~Board of Zoning Appeals.

(A) Any person aggrieved by ~~any an~~ action ~~taken or decision~~ pursuant to ~~this chapter~~Sections 32.5-6 or 32.5-7 shall have the right to an appeal to the ~~Tree Board~~Board of Zoning Appeals provided written request is filed with the City Recorder within ten working days of the action upon which the appeal is based.

(B) The Board of Zoning Appeals shall have the authority to grant variances where the particular characteristics of the plant material and/or topography and/or construction of the intersection ~~or street~~ reasonably warrant a variance and the variance does not materially alter the intent of this chapter. The procedure for requesting a variance from the Board shall be identical to the procedure for variances by the Board of Zoning Appeals as set forth in Appendix A - Zoning, section 10, except for the time for requesting the appeal.

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Rezoning property along Ashers Fork Drive
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 17.25 acres located along the north side of Ashers Fork Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

O'Brien Loyd, LLC presented a zoning application [2021-407] for approximately 17.25 acres located along the north side of Ashers Fork Drive to be rezoned from CF (Commercial Fringe District) to RS-6 (Single-Family Residential District 6). During its regular meeting on May 5, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On June 24, 2021 Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable development of single-family detached homes, consistent with the expressed desire of Council to see additional inventory of single-family detached homes.

Attachments:

Ordinance 21-OZ-15

ORDINANCE 21-OZ-15 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 17.25 acres located along the north side of Ashers Fork Drive from Commercial Fringe (CF) District Single-Family Residential Six (RS-6) District; O'Brien Loyd, LLC, applicant(s) [2021-407].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Six (RS-6) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Melissa B. Wright
City Recorder

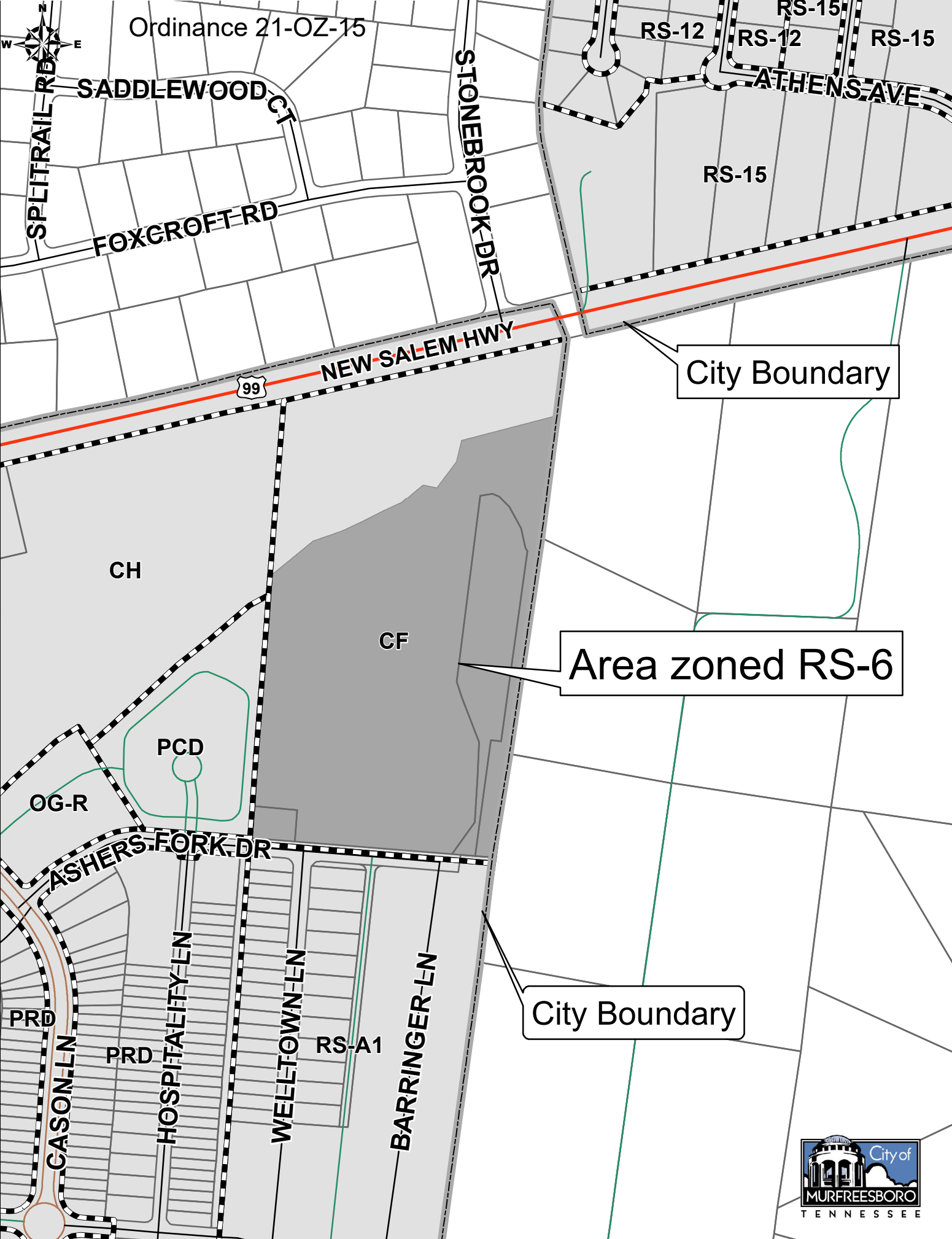
APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

Ordinance 21-OZ-15



City Boundary

Area zoned RS-6

City Boundary



COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Rezoning property along Medical Center Parkway
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Hines Acquisitions, LLC presented a zoning application [2021-403] for approx. 78 acres located along Medical Center Pkwy and Wilkinson Pike to be rezoned from MU (Mixed Use District), GDO-1, and GDO-2 (Gateway Design Overlay District) to CH (Highway Commercial District), PUD (Planned Unit District), GDO-1, and GDO-2. During its regular meeting on May 5, 2021, the Planning Commission conducted a public hearing on this matter and then voted to approve it subject to several modifications to the plan book. The Planning Commission reviewed plan revisions at its May 19, 2021 meeting and determined that the revisions were in keeping with the May 5th motion.

On June 24, 2021 Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of several proposed commercial outparcels, generating sales tax revenues for the City.

Establish Strong City Brand

The development that this rezoning will enable will continue to strengthen the identity of the City's Gateway area as a destination for living, working, and playing.

Attachments:

Ordinance 21-OZ-16

ORDINANCE 21-OZ-16 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail from Mixed Use (MU) District, Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2) District to Planned Unit Development (PUD) District (Clari Park PUD), Highway Commercial (CH) District, Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2); Hines Acquisitions, LLC, applicant(s) [2021-403].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Unit Development (PUD) District, Highway Commercial (CH) District, Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

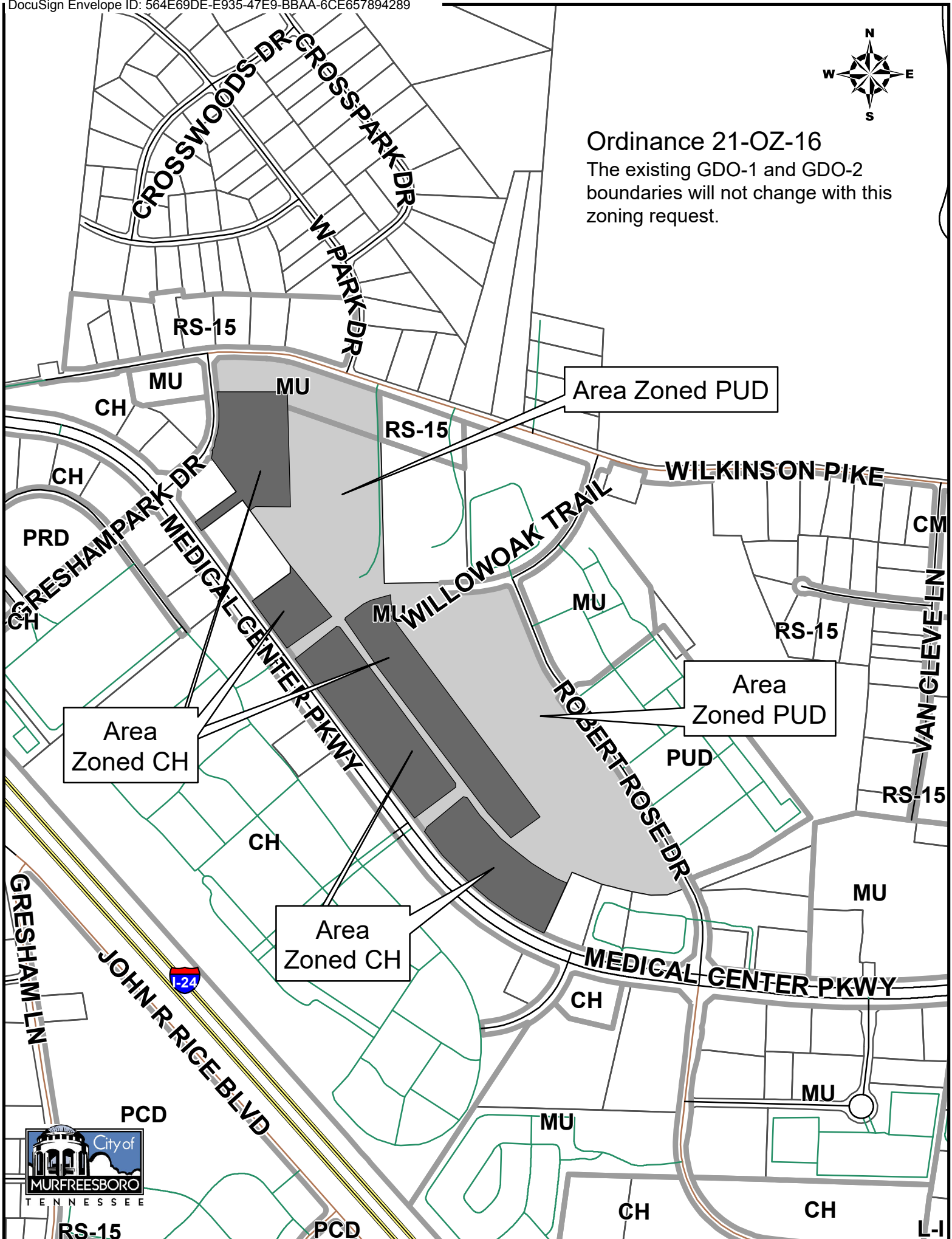
Adam F. Tucker
City Attorney

SEAL



Ordinance 21-OZ-16

The existing GDO-1 and GDO-2 boundaries will not change with this zoning request.



RS-15

PCD

L-I

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Resolution for Melissa Wright

Department: Mayor and Council

Presented by: Mayor Shane McFarland

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 21-R-25 recognizing the contributions and retirement of Melissa Wright.

Background Information

After 28 years, Melissa Wright, the City's Finance Director who serves in the Council Appointed positions of City Recorder and City Treasurer has announced her retirement. Ms. Wright has been a critical part of the City's leadership and has been instrumental in assisting the City formation as one of the leading City's in Tennessee.

During Ms. Wright's career, the City has grown at an unprecedented rate. While such growth can significantly stress municipal finances, under Ms. Wright's diligent and highly competent guidance, the City has maintained its solid financial condition. This fact has been recognized with decades of pristine annual audits and multiple Government Finance Officers Association budget awards. The City's strong financial condition has been consistently acknowledged by the municipal bond market, which translates into positive high bond ratings and lower interest rates for the City's required debt issuances. Such low rates are reflected in the low property tax rates enjoyed by citizens for many years.

Attachments:

Resolution 21-R-25

RESOLUTION 21-R-25 honoring City Treasurer/City Recorder
Melissa Wright for her dedicated service to the City of Murfreesboro.

WHEREAS, Melissa B. Wright has served as City Treasurer and City Recorder for the City of Murfreesboro since 2008 and also holds the position of Finance Director. Prior to her appointment as a City Officer, Melissa served the City as its Chief Accountant from 1993 to 2008; and

WHEREAS, Melissa is a lifelong resident of Murfreesboro. She is married to Don Wright and has two children, Matthew and Amanda, and four grandchildren: Tyler, Tristan, Bryson and Henry. She is a member of the North Boulevard Church of Christ. Melissa is a 1980 graduate of Middle Tennessee State University with a Bachelor of Business of Administration Degree (BBA) in Accounting and a Certified Public Accountant (CPA). She is a member of the American Institute of CPAs (AICPA), the Tennessee Society of CPAs (TSCPA), the Association of Government Accountants (AGA) and the Government Finance Officers Association (GFOA). She has served as President of the Murfreesboro Exchange Club, is past treasurer of the Tennessee Government Finance Officers Association (TGFOA), as well as a past board member of the Linebaugh Public Library Foundation and is a member of the Blue Raiders Athletic Association. Melissa was recognized in a special edition of the Murfreesboro Magazine for Women in Business; and

WHEREAS, Melissa has worked with the City of Murfreesboro's Finance Department, first as the City's independent auditor for ten (10) years and then as a City employee for the following twenty-eight (28) years, and was instrumental in many projects related to the growth and development of the City. She diligently managed the City's accounting records and finances, ensuring compliance with Federal, State and City laws. She provided assistance and guidance to all City employees with regard to the City's finances, recordkeeping, and the multitude of regulations to which the City must adhere. She supervised and managed a growing staff in the Finance and Tax Department, providing professional guidance and personal support to all of those with whom she has worked. She played an instrumental part in the City receiving at least twenty-two (22) consecutive awards for the City's Annual Comprehensive Report and nine (9) awards for the Distinguished Budget Presentation from the Government Finance Officers Association (GFOA); and

WHEREAS, Melissa serves on the Pension Committee, MED Proceeds Committee, and MED Pension Committee; and

WHEREAS, the City recognizes Melissa's notable and significant contributions to the City of Murfreesboro and the City's Finance Department. She handled herself at all times with grace, professionalism, and class.

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

SECTION 1. The City Council of the City of Murfreesboro hereby honors and expresses its profound appreciation to Melissa B. Wright. The people acknowledge her many contributions and devotion to the citizens of the City, serving in two of the five City Officer positions appointed by Murfreesboro City Council and serving the City faithfully for 28 years as both a City Officer and City employee.

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

Adam Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Sewer Allocation Variance- Memorial Blvd. – Slim Chickens

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) by approximately 3.43 sfu's.

Background Information

There was a due-diligence meeting, May 17th, with the Planning Department for the development of a proposed Slim Chickens restaurant 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 1.21 acres in size and thus is allowed only 3.03 sfu's. The anticipated usage is 6.46 sfu's; therefore, the development will use more than the ordinance allows by approximately 3.43 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



June 24, 2021

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

Re: The Haynes Family Subdivision Lot 6
Memorial Boulevard
Tax Map 69, Part of Parcel 23.00
Sewer Allocation Variance Request

Dear Greg:

The property we are requesting a variance on is The Haynes Family Subdivision Lot 6 on Memorial Boulevard at Tax Map 69, Part of Parcel 23.00 for a Slim Chickens Restaurant. 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 with 1.21 acres allowing 3.03 s.f.u. Based on historical data from an existing Slim Chickens within the city the site will require approximately 1,680 gpd. At 260 gpf/s.f.u the proposed restaurant would require 6.46 s.f.u total. Therefore, we are requesting a variance for an additional 3.43 s.f.u..

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.

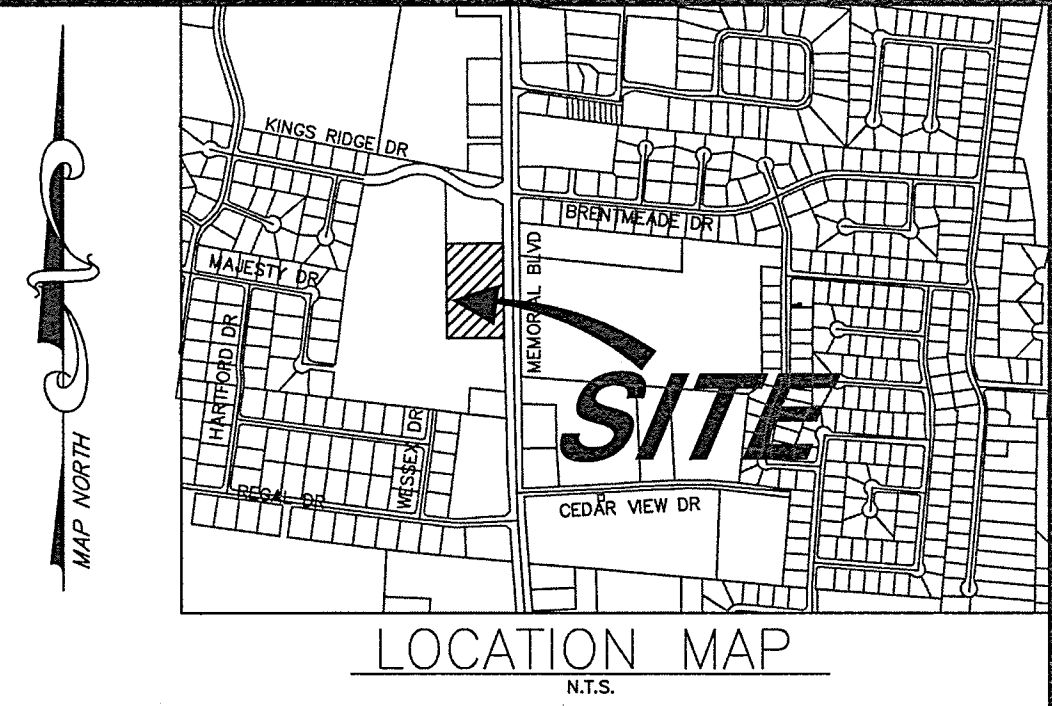
Christopher Maguire, P.E.

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
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 or <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

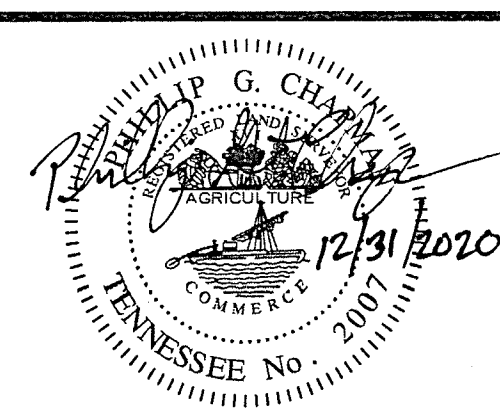
TAX MAP 69, PARCEL 23.01
RECORD BOOK 385, PAGE 1396

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.

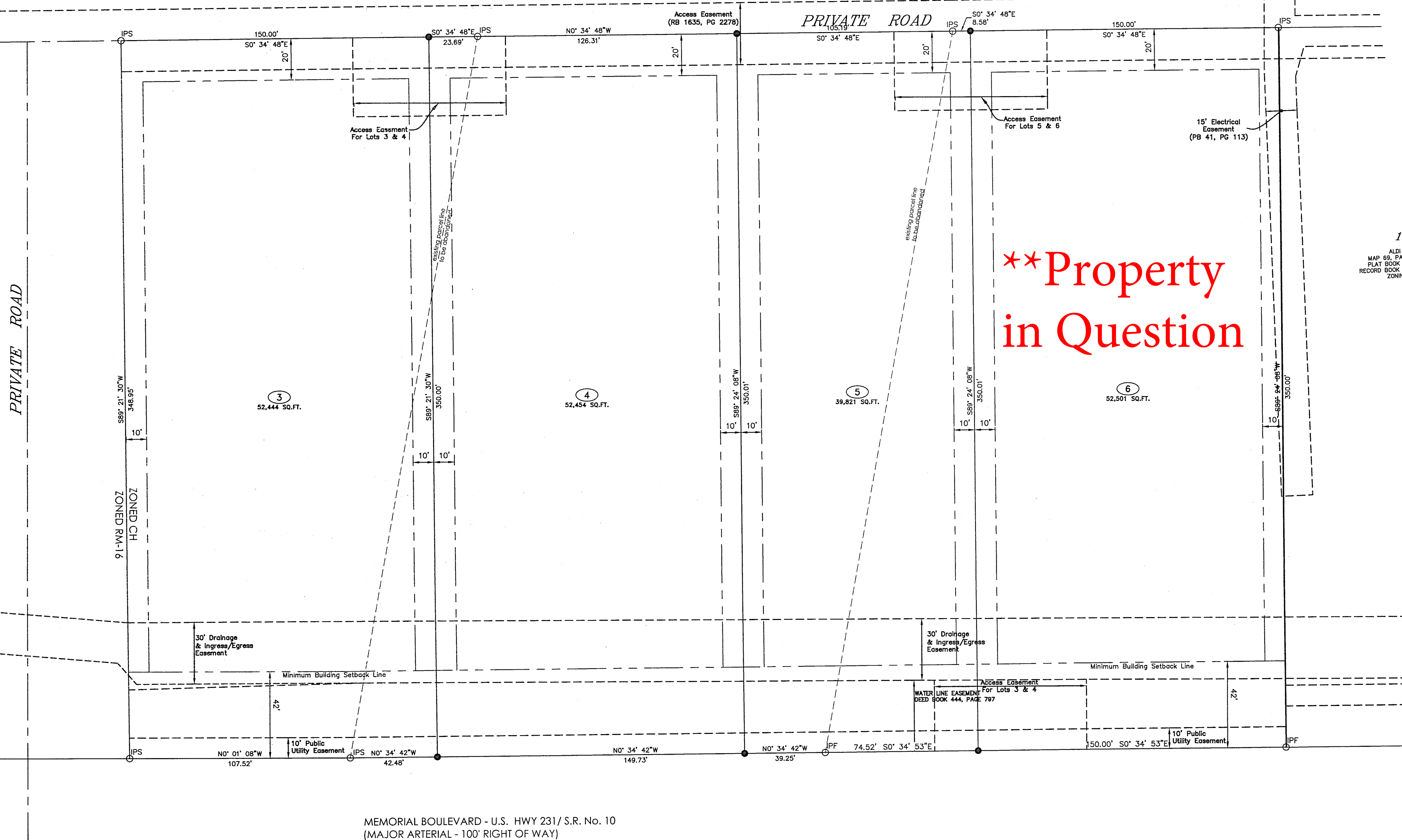
CERTIFICATE OF ACCURACY - I hereby certify that this is a category "1" survey and the ratio of precision of the unadjusted survey is 1:10000 as shown hereon and that this survey was done in compliance with current Tennessee Minimum Standards of Practice for Land Surveyors. I also certify that the monuments 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

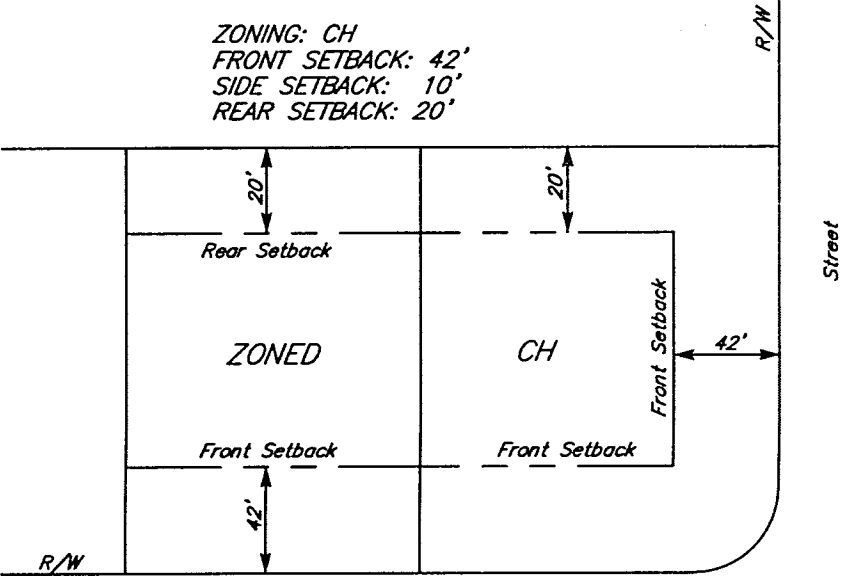
FINAL PLAT
THE HAYNES FAMILY
SUBDIVISION
LOTS 3-6
MURFREESBORO, RUTHERFORD COUNTY, TN

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.
- 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.

CH DISTRICT 1, All Uses	Minimum Lot Requirements			Minimum Yard Requirements (ft.)			Land Use Intensity Ratios			Maximum Lot Coverage (percent)
	Area (Sq.Ft.)	Width (Ft.)	Depth (Ft.)	Front (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height (Ft.)	Maximum Gross Density (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.
	none	none	42	10	20	75	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: June 24, 2021

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: Slim Chickens Restaurant
Haynes Family Subd – Lot 6
Map 69, Parcels 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 2541 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 2540 available connections for future developments. Please note that while the Slim Chickens is counted as one sewer connection, the assumed calculated single-family unit equivalency, per the Engineers letter, is determined to be 6.46, 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 3.43 single family units (sfu's) above the 3.03 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: 07/08/2021

Item Title: Sewer Allocation Variance- Memorial Blvd. – Whataburger

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) by approximately 1.38 sfu's.

Background Information

A site plan has been submitted to the Planning Department for the redevelopment of a lot along the south side of Old Fort Parkway that previously housed Old Chicago Pizza. The existing building is proposed to be razed and replaced with a new Whataburger restaurant. The property is currently zoned Commercial Highway (CH), which, per the ordinance, only allows 2.5 sfu's/acre. The property is 1.43 acres in size and thus is allowed only 3.57 sfu's. The anticipated usage is approximately 4.95 sfu's; therefore, the development will use more than the ordinance allows by approximately 1.38 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

Miscellaneous exhibits, including request letter and memo from MWRD



MEMORANDUM

To: Greg McKnight, Planner Director
Valerie Smith, Utilities
Holly Smyth, Planner

From: Lindsey Hearon, PE
Kimley-Horn and Associates, Inc.

Date: June 18, 2021

Subject: Whataburger – Sanitary Variance Request

Dear Mr. McKnight:

Whataburger is pleased to submit a variance request for sanitary sewer service connection for review and approval for the proposed construction of a new Whataburger Restaurant. The project site is zoned CH and is Lot 6 of the Murfreesboro Towne Centre as recorded in Plat Book 19, Page 152. The lot is currently developed as the former Old Chicago Pizza Restaurant and is approximately 1.43 acres. The development will consist of a 3,751 square-foot structure and the associated landscaping, parking, and utility connections. The CH property allows for 650 gallons per acre per day or 2.5 single family units per acre. For this site, the allowable discharge is calculated as 929.5 gpd. It is estimated that the proposed development will generate 1,287 gpd. We appreciate your consideration in granting this variance.

If you have any questions or need any additional information, please contact me at (901) 334-5323 or Lindsey.Hearon@kimley-horn.com.

Sincerely,

A handwritten signature in blue ink that reads "Lindsey Hearon".

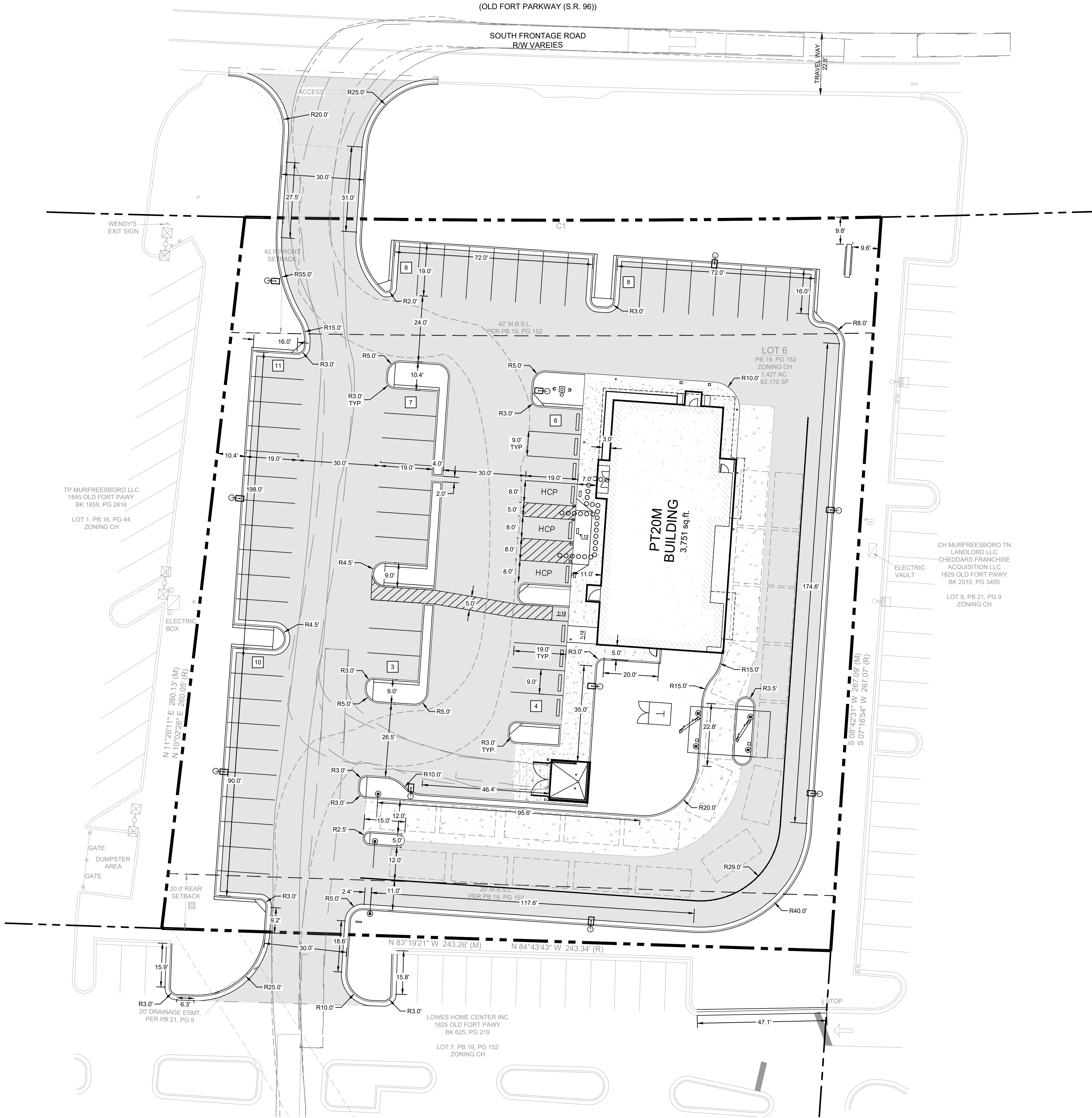
Lindsey Hearon, P.E.
KIMLEY-HORN AND ASSOCIATES, INC.

Whataburger - 12 month Water Usage

Month	Irrigation	Domestic		Domestic	
May...2020	47,130	21,695	gallons	699.84	gpd
June	21,695	27,680	gallons	922.67	gpd
July	136,154	50,123	gallons	1616.87	gpd
August	129,421	36,657	gallons	1182.48	gpd
September	119,696	46,382	gallons	1546.07	gpd
October	0	41,146	gallons	1327.29	gpd
November	0	44,138	gallons	1471.27	gpd
December	0	44,138	gallons	1423.81	gpd
January2021	0	45,634	gallons	1472.06	gpd
Feb	0	39,650	gallons	1416.07	gpd
March	0	34,413	gallons	1110.10	gpd
April	0	37,405	gallons	1246.83	gpd

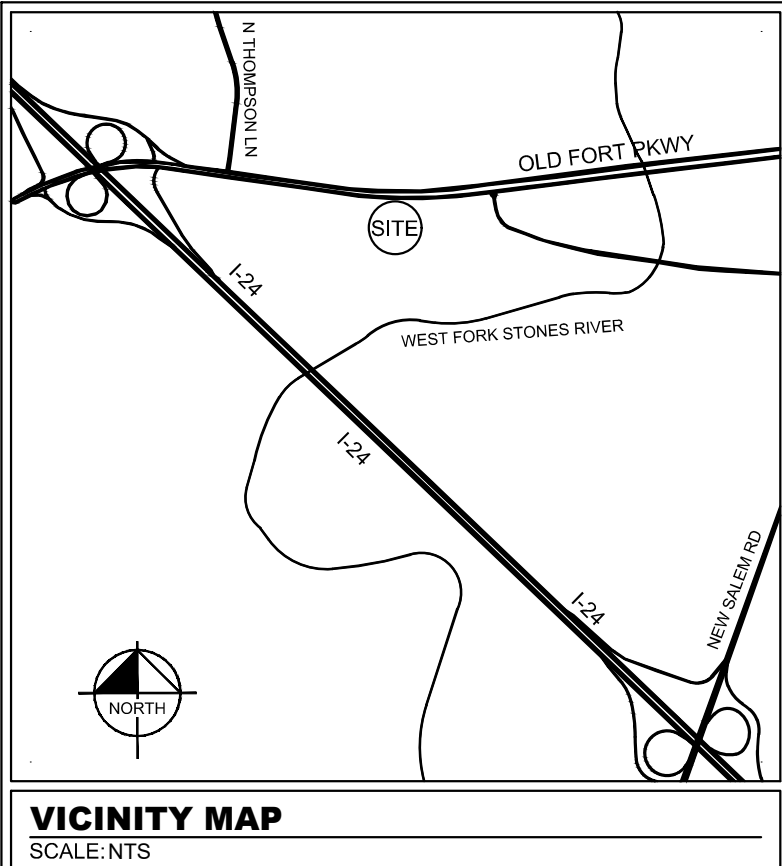
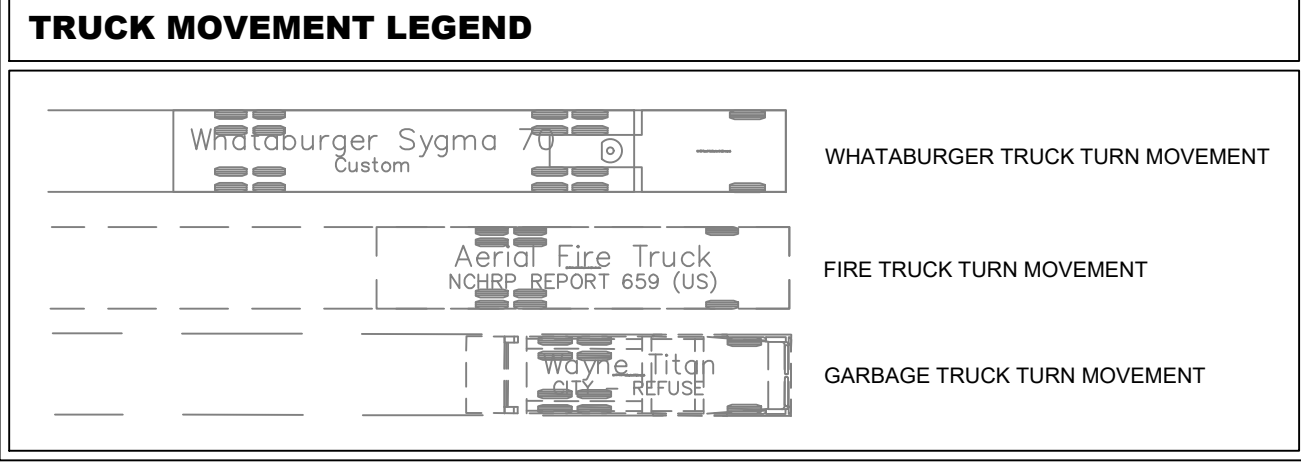
Average 1286.28 gpd

Plotted By: Hearon, Lindsey. Sheet Set: WB Old Fort Parkway. Layout: C2-10. Horizontal Control: PLAN. June 16, 2021. 04:28:36pm. K:\MEM_LDEV\115339009\WB Old Fort Parkway\CoordPlan\Sheets\C2-00 SITE PLAN.dwg. This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



- ### GENERAL NOTES
1. ALL DIMENSIONS ARE FROM FACE OF BUILDING, CURB, AND WALL UNLESS OTHERWISE SPECIFIED ON PLANS.
 2. CONTRACTOR MUST SECURE ALL NECESSARY PERMITS PRIOR TO BEGINNING WORK.
 3. ATTENTION IS DRAWN TO THE FACT THAT THE SCALE OF THESE DRAWINGS MAY HAVE BEEN DISTORTED DURING THE REPRODUCTION PROCESS. THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION FROM KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.
 4. IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITION, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATIONS UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS, EASEMENTS, AND DIMENSIONS SHOWN HEREON BEFORE BEGINNING CONSTRUCTION.
 6. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE STATE AND LOCAL GOVERNMENT AGENCY'S LATEST CONSTRUCTION SPECIFICATIONS AND DETAILS.
 7. ALL ACCESSIBLE SITE FEATURES SHALL BE CONSTRUCTED TO MEET ALL FEDERAL, STATE, AND LOCAL CODES.
 8. NOTIFY THE CITY INSPECTOR FORTY-ONE (41) HOURS BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
 9. THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, REFERENCE POINTS, AND STAKES.
 10. ARCHITECTURAL PLANS ARE TO BE USED FOR BUILDING STAKE OUT.
 11. CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SUCH THAT WORKERS AND PUBLIC SHALL BE PROTECTED FROM INJURY AND ADJOINING PROPERTY PROTECTED FROM DAMAGE.
 12. CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE CONTRACT LIMITS DUE TO CONSTRUCTION OPERATION.
 13. ALL STREET SURFACES, DRIVEWAYS, CULVERTS, CURB AND GUTTERS, ROADSIDE DRAINAGE DITCHES, AND OTHER STRUCTURES THAT ARE DISTURBED OR DAMAGED IN ANY MANNER AS A RESULT OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED IN ACCORDANCE WITH THE SPECIFICATIONS.
 14. ALL ROAD WORK SHALL BE PERFORMED IN ACCORDANCE WITH STATE AND LOCAL GOVERNMENT AGENCY SPECIFICATIONS.
 15. ALL PARKING STALLS SHALL BE 4" SOLID WHITE PAVEMENT MARKINGS EXCEPT ACCESSIBLE PARKING STALLS, WHICH SHALL BE 4" BLUE PAVEMENT MARKINGS.
 16. ALL PARKING STALLS ARE 9' WIDE UNLESS OTHERWISE NOTED.
 17. ALL DIMENSIONS AND COORDINATES PROVIDED ARE PROVIDED THE MINIMUM NECESSARY TO COMPLET THE PROPOSED SITE IMPROVEMENTS. AN ELECTRONIC CAD FILE WILL BE PROVIDED TO THE CONTRACTOR TO ASSIST WITH CONSTRUCTION LAYOUT UPON RECEIPT OF A SIGNED CAD RELEASE FORM.
 18. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY IS CONSIDERED A PUBLIC IMPROVEMENT.

- ### MUNICIPALITY SPECIFIC NOTES
1. IN ACCORDANCE WITH TCA SECTION 7-29-310(B)(1), COMPETITIVE CABLE AND VIDEO SERVICES ACT, IN CASES OF NEW CONSTRUCTION OR PROPERTY DEVELOPMENT WHERE UTILITIES ARE TO BE PLACED UNDERGROUND, THE DEVELOPER OR PROPERTY OWNER SHALL GIVE ALL PROVIDERS OF CABLE OR VIDEO SERVING THE CITY OF MURFREESBORO DATES ON WHICH OPEN TRENCHING WILL BE AVAILABLE FOR THE PROVIDERS' INSTALLATION OF CONDUIT, PEDESTALS OR VAULTS, AND LATERALS REFERRED TO AS "EQUIPMENT" TO BE PROVIDED AT EACH PROVIDER'S EXPENSE.
 2. ALL SIGNAGE, INCLUDING FLAGS AND FLAGPOLES, IS SUBJECT TO REVIEW BY THE DEVELOPMENT SERVICES DIVISION. ALL SIGNS MUST CONFORM TO THEIR REQUIREMENTS AND REQUIRE SEPARATE SIGN PERMITS.
 3. A LAND DISTURBANCE PERMIT MAY BE REQUIRED. DETERMINATION WHETHER A LAND DISTURBANCE PERMIT IS REQUIRED SHALL BE MADE BY THE DEVELOPMENT SERVICES DIVISION. A SEPARATE LAND DISTURBANCE PERMIT APPLICATION SHALL BE MADE WITH THE OFFICE OF THE DEVELOPMENT SERVICES DIVISION FOR REVIEW AND UPON APPROVAL FOR ISSUANCE OF A LAND DISTURBANCE PERMIT.
 4. FOR ALL DEVELOPMENTS OF MORE THAN ONE ACRE, A STATE OF TENNESSEE CONSTRUCTION GENERAL PERMIT IS REQUIRED. EVIDENCE OF THIS PERMIT MUST BE PROVIDED TO THE DEVELOPMENT SERVICES DIVISION PRIOR TO CONSTRUCTION COMMENCEMENT.
 5. A TDO PERMIT MAY BE REQUIRED. EVIDENCE OF TDO APPROVAL IS REQUIRED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.
 6. A STORMWATER MANAGEMENT PLAN DEMONSTRATING THAT THE SITE PROVIDES FOR TREATMENT OF THE WATER QUALITY VOLUME AND PROVIDES FOR MANAGEMENT OF THE STREAMBANK PROTECTION VOLUME MUST BE PROVIDED.
 7. AN ENGINEER'S CERTIFICATION OF THE CONSTRUCTION OF THE STORMWATER MANAGEMENT FACILITIES MUST BE PROVIDED TO THE DIRECTOR OF THE MURFREESBORO WATER RESOURCES DEPARTMENT PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
 8. A STORMWATER FEE CREDIT APPLICATION MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
 9. A STORMWATER FACILITIES OPERATION AND MAINTENANCE PLAN AND STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE SUBMITTED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
 10. THE STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE RECORDED PRIOR TO CERTIFICATE OF OCCUPANCY.

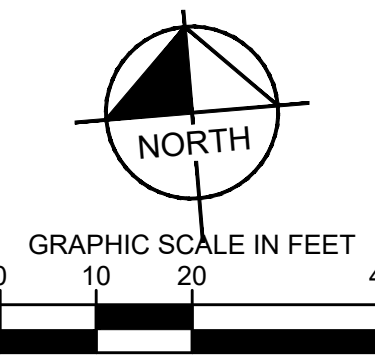


SITE DATA TABLE

PROPERTY INFORMATION:	1835 OLD FORT PARKWAY
SITE LOCATION:	092M A 00600
PARCEL NUMBER:	MURFREESBORO TOWNE
SUBDIVISION NAME AND LOT NUMBER:	CENTER OLD FORT PARKWAY, LOT 6
GROSS SITE AREA	62.169± SF (1.43± AC)
PROPOSED IMPERVIOUS AREA	48.030± SF (1.10± AC)
EXISTING IMPERVIOUS AREA	48.774± SF (1.12± AC)
PROPOSED BUILDING AREA	3,751 SF
PROPOSED FAR:	0.06
PARKING DATA:	
MIN. REQUIRED PARKING	38 STALLS
PER ZONING:	
MIN. REQUIRED PARKING	57 STALLS
PER TARGET DEA	3 STALLS
ADA PARKING PROVIDED	57 STALLS
TOTAL PARKING PROVIDED	
ZONING:	CH
EXISTING USE	N/A (VACANT)
PROPOSED USE	FULL-SERVICE RESTAURANT
SURROUNDING ZONING (NORTH)	CH
SURROUNDING ZONING (WEST)	CH (WENDY'S)
SURROUNDING ZONING (EAST)	CH (CHEDDAR'S)
SURROUNDING ZONING (SOUTH)	CH (TARGET)
REQUIRED BUILDING SETBACKS AND RESTRICTIONS:	
FRONT SETBACK	42 FT
SIDE SETBACK	N/A
REAR SETBACK	20 FT
BUILDING HEIGHT:	21 FT 8 IN
LANDSCAPE SETBACKS:	6 FT FRONT / 5 FT REAR AND SIDE
ENGINEER OF RECORD:	LINDSEY HEARON
EMAIL:	LINDSEY.HEARON@KIMLEY-HORN.COM
PHONE:	901-334-5323

LEGEND

	PROPOSED BUILDING
	PROPOSED HEAVY DUTY ASPHALT PAVEMENT
	PROPOSED HEAVY DUTY CONCRETE PAVEMENT
	PROPOSED CONCRETE PAVEMENT FOR DUMPSTER ENCLOSURE APPROACH
	PROPOSED CONCRETE PAVEMENT FOR SIDEWALK
	PARKING COUNT
	PROPERTY LINE
	REQUIRED BUILDING SETBACK
	SAWCUT LINE
	BUILDING OVERHANG
	ADA ACCESSIBLE ROUTE



100 YEAR FLOOD ELEVATION 581.0±
PER F.E.M.A. PANEL 47149C0260H DATED JANUARY 5, 2007 THIS
PROPERTY IS LOCATED IN ZONE X, AN AREA DETERMINED TO BE
OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

Kimley»Horn

© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
6750 POPLAR AVENUE, SUITE 600, MEMPHIS TN 38138
PHONE: 901-374-9109
WWW.KIMLEY-HORN.COM

SITE PLAN

1835 OLD FORT PKWY
PREPARED FOR
WHATABURGER

NOT FOR CONSTRUCTION

KHA PROJECT	115339009	DATE	06/17/2021	SCALE	AS SHOWN	DESIGNED BY	EDB	DRAWN BY	JAL/C	CHECKED BY	LNH
-------------	-----------	------	------------	-------	----------	-------------	-----	----------	-------	------------	-----

PLANNING COMMISSION APPLICATION SUBMITTAL

TENNESSEE

MURFREESBORO

SHEET NUMBER
C2-10

NO.	REVISIONS	DATE	BY



... creating a better quality of life

MEMORANDUM

DATE: June 24, 2021

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: Whataburger – Old Fort Parkway
Sewer Allocation Ordinance
Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning.

Effects within Basin by Providing Variance to Sewer Allocation

Per the most recent sewer connection model of the system, this Basin 06A currently has capacity for 3086 connections. By committing sewer service to this development, Staff is determining that basin 06A's sewer connection capacity will be reduced by 1 connection, resulting in 3085 available connections for future developments. Currently, staff has determined there is capacity within the immediate sewer main serving the site as well as the downstream sections of the sewer interceptor. Please note that while the Whataburger is counted as one sewer connection, the single-family unit equivalency is determined to be 4.95, 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 1.38 single family units (sfu's) above the 3.57 sfu's allowed per the Ordinance. The Old Fort Parkway corridor is a very attractive area within the City. 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: 07/08/2021

Item Title: Scheduling Public Hearings for Annexations
Department: Planning
Presented by: Matthew Blomeley, AICP, Assistant Planning Director
Requested Council Action:

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

Summary

Scheduling two annexations for public hearings before Council.

Staff Recommendation

Schedule public hearings for the items below on August 19, 2021.

Background Information

The Recreation Department owns and maintains the Walter Hill Trailhead and Recreation Area located along the east side of Lebanon Pike. Several years ago, the US Army Corps of Engineers constructed a greenway trail, approximately 1.2 miles in length, on its property along the Stones River from the Walter Hill Trailhead westward. The City has executed a Lease pursuant to which it manages and maintains the trail facilities that are located on the Corps property. Plans are now being completed for construction of additional trail facilities extending some 1.5 miles further west. A similar Lease for the City to manage and maintain this greenway extension will be executed upon the completion of these additional trail facilities. Annexation of the aforementioned areas will provide clearer lines of authority and responsibility for Fire & Rescue, Police, and other emergency service providers with respect to these areas that are already owned and/or managed and maintained by the City. It is anticipated that both of these items will be scheduled for public hearings before the Planning Commission on August 4, 2021, after which the Planning Commission will formulate recommendations to Council prior to the Council public hearings.

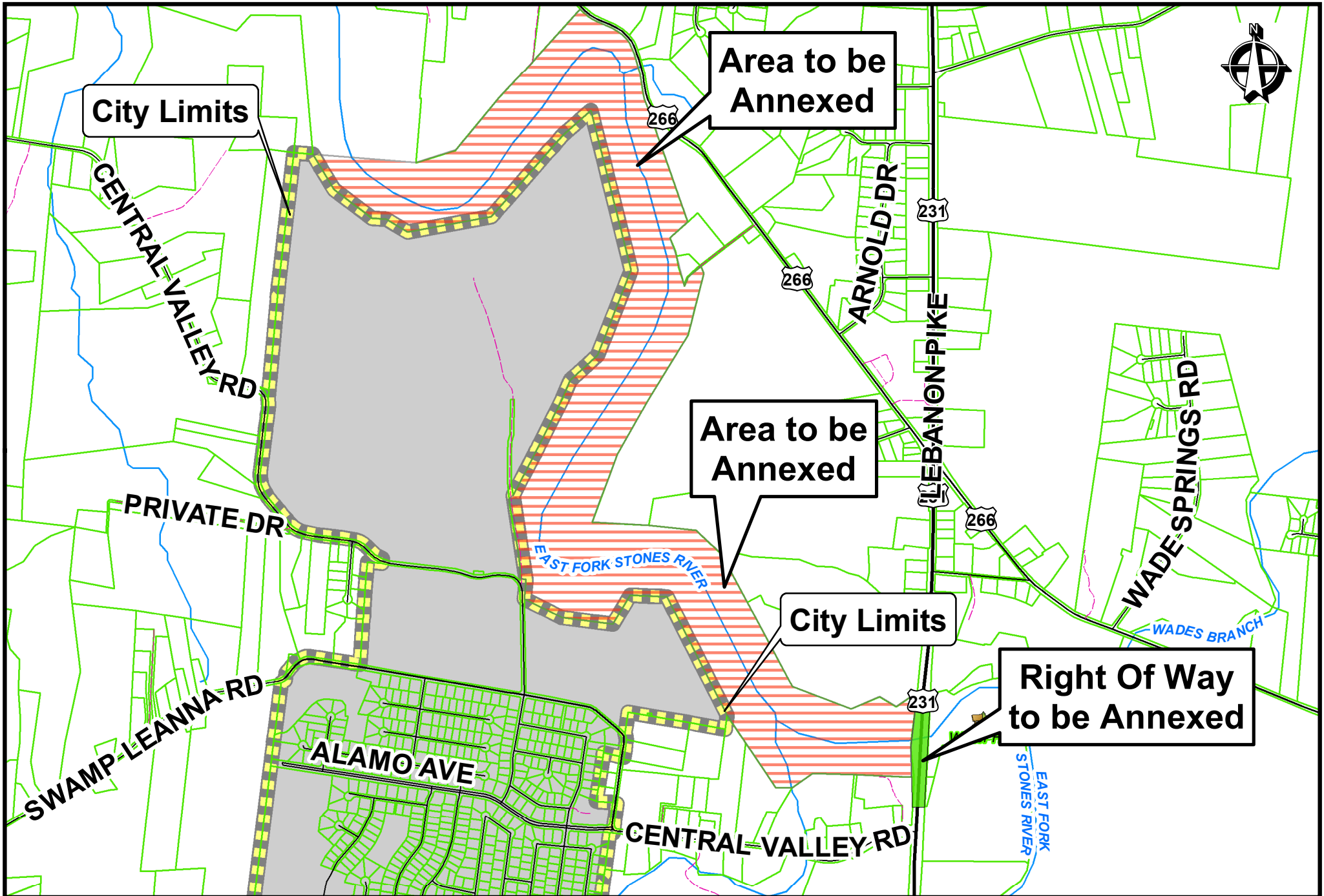
- a. Annexation petition and plan of services [2021-505] for approximately 262.5 acres located along the west side of Lebanon Pike and including 4.5 acres of Lebanon Pike right-of-way, City of Murfreesboro (for the US Army Corps of Engineers and TDOT) applicant.
- b. Annexation petition and plan of services [2021-506] for approximately 15.5 acres located along the east side of Lebanon Pike, City of Murfreesboro applicant.

Fiscal Impact

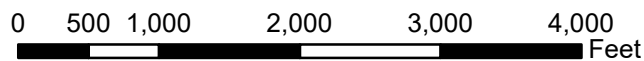
Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.

Attachments:

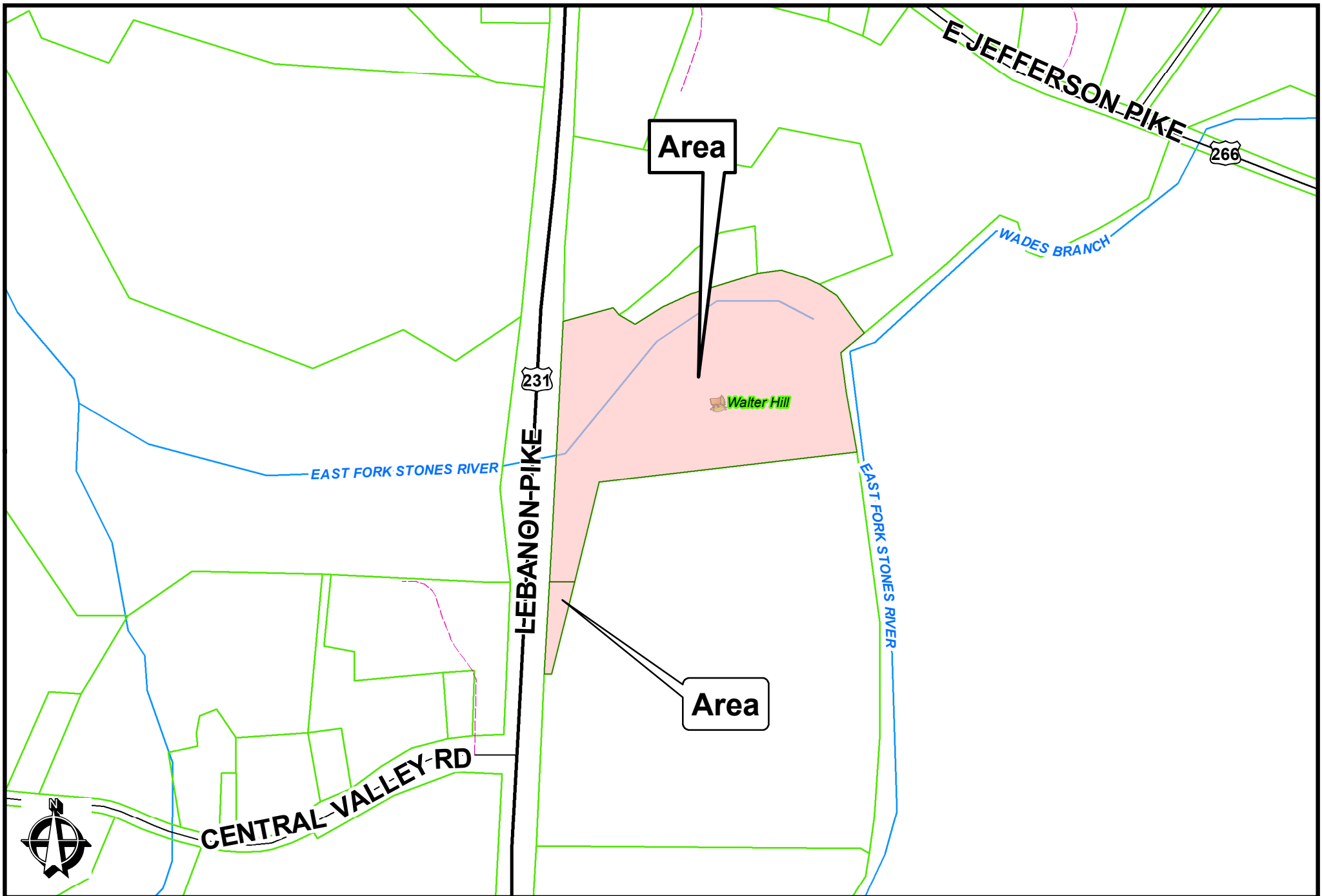
1. Map for annexation petition for approximately 262.5 acres located along the west side of Lebanon Pike
2. Map for annexation petition for approximately 15.5 acres located along the east side of Lebanon Pike



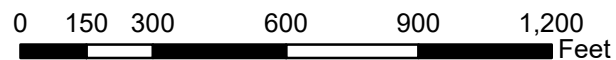
Annexation Request for Property Along Lebanon Pike



Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



Annexation Request for Property along Lebanon Pike



Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Northfield Elementary Entrance Sidewalk Rehabilitation Contact

Department: Administration

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

Construction contract removal and replacement of the Northfield Elementary Entrance Sidewalk.

Staff Recommendation

Approve the contract with Rice Construction Co, LLC.

Background Information

Since the construction of Northfield Elementary in 1986, the school's exposed aggregate entrance has deteriorated over time and requires repair. The scope of this contract includes removal of the failing exposed aggregate and replacing with a brushed finished concrete. It also incorporates removing precast benches and replacing them with steel benches, replacing four trees, and installing in-ground lighting. Staff requested bids and three were received on June 8th, 2021. The lowest qualified bidder in the amount of \$157,000 was submitted by Rice Construction Co, LLC.

Council Priorities Served

Promote public health and safety

Repairing the entrance at Northfield Elementary will continue to ensure safety for staff and students.

Fiscal Impact

The primary funding source for this construction contract will be from the County Shared Bonds previously allocated through a budget amendment for this project.

Attachments

Agreement with Rice Construction Co LLC.

**Agreement
for
Northfield Elementary Entrance Sidewalk Demo and Replacement**

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 **Rice Construction Co., LLC**, a Limited Liability Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-30-2021 - Northfield Elementary Entrance Sidewalk Replacement, issued June 8, 2021 (the "Solicitation");
- Contractor's Proposal dated June 24, 2021 ("Contractor's Proposal");
- Contractor's Price Proposal dated June 24, 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 Northfield Elementary Entrance Sidewalk Demo and Replacement at 550 W Northfield Blvd, Murfreesboro, Tennessee, in accordance with the Contractor's Price Proposal dated June 24, 2021 and the City ITB-30-2021 dated June 8, 2021.
- 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 June 24, 2021. 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.

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.

- ii. 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 **seven days** from issuance of Notice to Proceed. 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 June 24, 2021 which reflects a total compensation price of **\$157,000**. 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:
 - Tim Rice
 - Rice Construction Co., LLC
 - 2327 Gravett St.
 - Murfreesboro, TN 37129
- 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.
22. **Background Checks.** Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

CITY OF MURFREESBORO

RICE CONSTRUCTION CO., LLC

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Tim Rice
CBC59E812071479
Tim Rice, Owner

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
43A2035E61F401
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Engineering Task Order for Waste-to-Energy Pro Forma

Department: Solid Waste Department

Presented by: Darren Gore

Requested Council Action:

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

Summary

Task order to determine the economic viability of a waste-to-fuel or waste-to-energy project.

Recommendation

Approve Griggs and Maloney engineering task order for refuse derived fuel (WastAway SE3) Economic Viability Study.

Background Information

The City's current long-term municipal solid waste management and disposal solution involves construction of a solid waste transfer station and trucking the City's MSW to an alternate landfill approximately 225 miles round trip (assuming Middle Point landfill is closed). The City's pro forma relies on a \$40 per ton tipping fee at an alternative landfill, paying \$2.50 per mile per truckload of MSW to an alternate landfill, and assuming 2% operating and maintenance cost increases each year.

The City currently expends approximately \$6.9M in solid waste department expenses, with an anticipated annual expense of \$11.6M when Middle Point landfill closes on or around 2026-2027. There is a high likelihood that if Middle Point landfill closes, all other landfills in middle Tennessee will see significant increases in tipping tonnages and as a result will see their closure dates start to come earlier than expected. Earlier closure dates will drive tipping fees higher than the current market.

Staff proposes to exploring a self-sustaining model of taking the City's MSW through a process that creates a marketable refuse derived fuel (RDF) (i.e., coal-equivalent), with the possibility of using the RDF to power a waste-to-energy power plant.

WastAway Services is in Morrison, TN and has demonstrated an ability to create RDF from MSW, which was significantly enhanced in 2019 with receipt of a comfort letter from the EPA that specified WastAway's product (SE3) as a non-waste fuel. This designation exempts the SE3 fuel from strict waste incineration requirements. SE3 is considered a Non-Hazardous Secondary Material (NHSM) and therefore has less stringent Federal standards on air emissions and residue testing.

Griggs and Maloney has agreed to work in concert with WastAway by providing their expertise in environmental engineering, permitting, and solid waste strategic planning to ensure the final report has robust technical assumptions and a sound engineering foundation. Their joint work will assist in determining the economic viability of a waste-to-fuel or waste-to-energy project before the City commits to the cost of more definitive engineering and study expenses. It will also assist in determining the when waste-to-fuel or waste-to-energy becomes viable relative to hauling and landfilling MSW. The deliverables of the report will include:

- Determine MTEMC and TVA's requirements for electrical sales:
Develop an understanding of MTEMC and TVA's requirements and suggestions to maximize the value of the green power produced. Of particular importance will be obtaining their guidance on possible power plant site locations to maximize system advantages and minimize interconnect costs.
- Identify fuel buyers:
Research area and regional fuel buyers who can benefit from purchasing SE3™ Fuel produced by a facility in The City of Murfreesboro. Contacting those to gauge interest.
- Optimize project size for current and future needs:
Work with officials in The City of Murfreesboro to insure a "right-sized" project for both current and future solid waste management requirements.
- Demonstrate positive economic viability:
Working with city staff, WastAway will produce financial models which demonstrate that the project is economically viable based on tip fees and electricity savings/sales.

Council Priorities Served

Responsible budgeting

Affordable services with the goal of achieving long-term sustainability is the highest priority of the solid waste staff.

Improve economic development

Creating a sustainable model for disposing of the City's municipal solid waste by creating an economically viable fuel with the potential to wheel power back into the local power grid, places the City in control of several utility cost variables that may otherwise start to escalate.

Maintain public safety

Proper collection, transport and disposal of solid waste is critical to maintaining the public health and welfare.

Fiscal Impacts

The cost to perform the economic viability and engineering study, \$55,000, will be funded out of Unforeseen.

Attachments:

Griggs and Maloney engineering task order for refuse derived fuel (WastAway SE3) Economic Viability Study



P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

June 30, 2021

Mr. Darren Gore P.E., Executive Director
Murfreesboro Water Resources Department
220 N.W. Broad Street
Murfreesboro, Tennessee 37130

**RE: PROPOSAL FOR REFUSE DERIVED FUEL (WASTAWAY SE3) ECONOMIC VIABILITY STUDY
CITY OF MURFREESBORO, TENNESSEE**

Dear Mr. Gore:

Griggs & Maloney, Inc. (G&M) thanks you for the opportunity to provide the following proposal to assist the City of Murfreesboro with the evaluation of WastAway's SE3 refuse derived fuel.

Scope of Work

G&M will subcontract WastAway to provide a conceptual study and deliver a report determining the economic viability of WastAway's refuse derived fuel ("Project"). The report will primarily focus on finding potential customers/uses for WastAway's SE3 (refuse derived fuel) that would be produced by the Project. G&M, as the City's consultant, will work in the City's interest by attending meetings with MTEMC and TVA, peer reviewing WastAway's study, and providing solid waste and environmental consulting to the City during the study.

Deliverables under this Agreement consist of services and a report which demonstrates or reveals the following:

- Determine Middle Tennessee Electric Membership Corp ("MTEMC") and Tennessee Valley Authority ("TVA") requirements for electrical sales, and especially their requirements for opportunities to wheel power to City or other users under the new TVA program relating to such services. G&M's subcontractor shall develop an understanding of MTEMC and TVA requirements and develop suggestions to maximize the value of the green power produced by the Project and its customers. Of particular importance to performance of this Agreement will be obtaining MTEMC and TVA guidance on possible power plant site locations to maximize system advantages and minimize interconnect costs.
- Conduct research concerning area and regional fuel buyers who could benefit from purchasing SE3 fuel produced by a Project located in or near the City of Murfreesboro. G&M's subcontractor shall contact potential fuel buyers to gauge their level of interest in the fuel.

- Conduct research on large power users in the area who could benefit from “behind the fence” power production using the SE3 fuel produced by a Project. G&M’s subcontractor shall contact potential fuel buyers to gauge their level of interest in the fuel.
- Perform an analysis to optimize the size of the Project for current and future waste processing and energy consumption needs. In performing this analysis, G&M’s subcontractor will work with officials at the City of Murfreesboro to ensure a “right-sized” project for both current and future solid waste management requirements.
- Produce preliminary financial models which demonstrate whether the Project is economically viable based on tip fees, electricity savings, fuel sales, and other relevant factors.
- Provide one electronic copy of the Report to the City.

Cost & Schedule

G&M proposes to perform the scope of work above for a lump sum fee of \$55,000 in accordance with the attached Standard Terms and Conditions and Standard Rates. The Study will begin upon approval of the proposal, and is anticipated to be complete within 120 days.

G&M sincerely appreciates the opportunity to work with the City of Murfreesboro. Please sign where indicated below and return to me to authorize G&M to proceed with the work. Should you have any questions or comments regarding this proposal, please contact me at (615) 895-8221 or rmaloney@griggsandmaloney.com.

Sincerely,
GRIGGS & MALONEY, INC.



Ryan Maloney, P.E.
Vice President

PROPOSAL ACCEPTANCE:

Title

Name (Print)

Signature

Date

GRIGGS & MALONEY, INC. STANDARD TERMS AND CONDITIONS

1. ACCESS TO THE SITE/JOB SITE SAFETY

Unless otherwise stated, Griggs & Maloney, Inc., hereinafter referred to as the CONSULTANT, will have access to the site for activities necessary for performance of the services. The CONSULTANT will take precautions to minimize damage resulting from these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide services relating to the CONTRACTOR's safety precautions or means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, scheduling, or for job site safety, and will not be responsible for any losses or injuries that occur at the Project site.

2. INSURANCE

The CONSULTANT shall secure and endeavor to maintain such insurance including general liability and errors and omissions insurance in the amount of \$1,000,000 as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the CONSULTANT's services under this agreement.

3. TERMINATION OF SERVICES:

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses.

4. REIMBURSABLE EXPENSES:

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project: long distance communications; overnight mail; and fees paid for testing and/or securing approval of authorities having jurisdiction over the Project; (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval; and (c) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT. Reimbursable expenses shall be billed as cost plus 15% incurred by the CONSULTANT.

5. DISPUTES RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

6. OWNERSHIP OF DOCUMENTS:

It is understood by and between the parties to this agreement that all drawings, specifications, reports and other work products of the CONSULTANT for this Project shall remain the property of the CONSULTANT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse of the instruments of service of the CONSULTANT by the CLIENT for any extensions of the PROJECT or for any other project without the written permission of the CONSULTANT shall be at the CLIENT's sole risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages and expenses, including attorney's fees, arising out of any unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through or on behalf of the CLIENT to the extent permitted by law. Any reuse or adoption of the CONSULTANT's instruments of service on other projects shall entitle the CONSULTANT to additional compensation in an amount to be agreed upon by the CLIENT and the CONSULTANT.

7. GOVERNING LAW:

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Tennessee. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be constructed by the other party as a waiver of a subsequent breach of the same by the other party.

8. PAYMENT TO THE CONSULTANT:

If the CLIENT fails to make payment due to the CONSULTANT, the CONSULTANT may, after giving seven days written notice to the CLIENT, suspend services under this Agreement and retain all work products deliverable to the CLIENT until full payment. The project completion date shall be automatically extended by the number of days services are suspended.

No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

9. CLIENT RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANTS submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof.
- Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.
- The CONSULTANT may justifiably rely upon information supplied by the CLIENT without the need for additional verification by the CONSULTANT.
- Provide such legal, accounting, and insurance counseling services as may be required for the Project.
- Guarantee access to and make all independent cost estimating, and insurance counseling services as may be required for the Project.

10. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

The CONSULTANT intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction* cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

11. CHANGES IN THE SCOPE OF SERVICES:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment.

Any changes made to construction documents by the CLIENT, or by the CLIENT's representative's, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death from the unauthorized alteration of construction documents.

12. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably

ascertain.

13. STANDARD OF CARE

Services provided by the Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of the same services set forth herein by third parties and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes not approved by CONSULTANT that are made to the Contract Documents by Client or third party to reflect changed field or other conditions, except for claims arising from the negligence or willful misconduct of the CONSULTANT.

14. DESIGN WITHOUT CONSTRUCTION SERVICES

It is understood and agreed that the CONSULTANT's Basic Services under this Agreement do not include project observation or review of the CONTRACTOR's performance or any other construction phase services, and that such services will be provided by the CLIENT or by another party selected at the sole discretion of the CLIENT. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against the CONSULTANT that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of services under this contract by other persons or entities and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes made to the Contract Documents to reflect changes field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase service and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for ADDITIONAL Services as provided in the Agreement.

END OF STANDARD TERMS AND CONDITIONS

GRIGGS & MALONEY, INC.
STANDARD RATES: January 2021

	<u>Per Hour Rate</u>
<u>Principal</u>	\$190-195.00
<u>Senior Project Manager</u>	\$160.00
<u>Project Manager</u>	\$135.00
<u>Senior Engineer</u>	\$160.00
<u>Project Engineer</u>	\$120.00
<u>Engineer II</u>	\$115.00
<u>Engineer I</u>	\$ 90.00
<u>Sr. Environmental Scientist</u>	\$110.00
<u>Environmental Scientist</u>	\$ 80.00
<u>Biologist</u>	\$ 80.00
<u>Sr. Geologist</u>	\$110.00
<u>Archaeologist</u>	\$125.00
<u>Environmental Specialist</u>	\$50.00 – \$80.00
<u>Drafting/CADD Operator</u>	\$ 90.00
<u>Technician</u>	\$ 76.00
<u>Clerical</u>	\$ 55.00
<u>Administrative</u>	\$130.00
<u>Resident Representative</u>	\$40.00 - \$60.00

ADDITIONAL CHARGES

Mileage	\$0.68 per mile
Per Diem	
Meal	\$41.00 per day
Lodging	\$150.00 per day
Direct Costs/Subcontractor	Cost plus 15 %

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Full-Scale Biosolids Thermal Dryer Conceptual Design

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

Smith Seckman Reid (SSR) Engineering Task Order to evaluate multiple vendors for full-scale biosolids drying at the Water Resource Recovery Facility (WRRF).

Staff Recommendation

Approve SSR Task Order 2141008.0.

Background Information

Staff proposes to test a biosolids dryers prior to moving into full-scale implementation. Based on recent discussions with Republic Services, the Middle Point Landfill has 6 ½ years of air space remaining.

SSR's dryer evaluation will include analysis of up to five different equipment manufacturers and three different drying processes (belt, drum, and paddle). The evaluation will include up to three dryer facility visits; similar in process to the WRRF; to inspect equipment and discuss the technologies with facility operation and maintenance personnel. The evaluation will include consideration of dryer capacity, capital costs, O&M costs, and ease of operation and maintenance.

Once the preferred equipment is selected, SSR will prepare a conceptual or preliminary design for the full-scale dryer. The design will be based around the preferred dryer at the optimal capacity that will fit inside the existing Biosolids Building truck bay.

SSR anticipates a duration of 150 days to complete the technology evaluation. Additionally, SSR anticipates a duration of 90 days to complete the conceptual design after a preferred equipment technology and manufacturer is selected.

Staff had previously estimated the full-scale implementation costs to be \$16,000,000; however, SSR is currently estimating the buildout full-scale equipment capital costs and construction costs to be approximately \$18,000,000 (plus or minus 30%). Cost estimates will be more accurate after preliminary design has been achieved.

The proposed expansion of Middle Point landfill also has ramifications to the fiscal impact of this project. If the landfill is approved for expansion, and the City is potentially afforded the opportunity to dispose of biosolids free of charge in the future, the City may elect to continue landfilling biosolids and forego any biosolids drying operations.

Council Priorities Served*Responsible budgeting*

Drying biosolids is considered the most economical path forward in lieu of hauling and paying landfill tipping fees. The business case for drying biosolids for beneficial reuse is contingent on Middle Point landfill closing. Should Middle Point landfill stay open and the City receive free tipping fees, then drying biosolids is not economically viable.

Fiscal Impact

The estimated cost for the engineering evaluation and conceptual design services is \$267,010. Funding is provided by the Department's working capital reserves.

Attachments

SSR Memo and Task Order for Full-Scale Biosolids Thermal Dryer Conceptual Design



MEMORANDUM

To: Darren Gore
From: Brent Fowler
Date: June 14, 2021
Re: Task Order for Dryer Technology Evaluation and Conceptual Design
Project Name: Full-Scale Biosolids Thermal Dryer Conceptual Design
Project Number: 2141008.0

Darren,

Per WWRF Staff request, this memorandum provides information regarding engineering services to evaluate various dryer technologies and provide a preliminary/conceptual design of a full-scale thermal dryer to be located in the existing truck bay of the WRRF Biosolids Building and to summarize the additional engineering costs.

Background

The Gryphon small-scale sludge dryer testing was unsuccessful and therefore, MWRD staff desires to explore other manufacturers and drying technologies. Sludge drying remained the MWRD preferred method to dispose of (or beneficially reuse) the WRRF residual solids. An application to expand the Middle Point Landfill has been filed and therefore, the anticipated closure of the landfill is in question. MWRD staff has requested that SSR evaluate dryer options and prepare a conceptual design for a system that will fit inside the existing truck bay. A final design will be deferred until more information about the landfill application and closure can be determined.

Recommendation

SSR recommends proceeding with a thermal dryer evaluation and preliminary/conceptual design project as indicated above. This will place MWRD in a good position if the landfill expansion application is denied and the landfill closure remains likely as originally anticipated. If MWRD waits to begin planning for a full-scale sludge dryer, MWRD will be required to haul biosolids a long distance to an available landfill at considerable costs.

The dryer evaluation will include analysis of up to 5 different equipment manufacturers and 3 different drying processes (belt, drum, and paddle). The evaluation will include up to 3 dryer facility visits; similar in process to the WRRF; to inspect equipment and discuss the technologies with facility operation and maintenance personnel. The evaluation will include consideration of dryer capacity, capital costs, O&M costs, ease of operation and maintenance, and fit inside the existing truck bay. SSR also recommends that MWRD solicit assistance from the local farming community to evaluate the final dried product. MWRD should obtain samples of the dried product from various manufacturers and allow farmers to inspect each product and offer their opinions of which produce is best suited for their farming equipment and crops. Following the evaluation process, MWRD will select the preferred dryer technology and manufacturer.

Once the preferred equipment is selected, SSR will prepare a conceptual or preliminary design for the full-scale dryer. The design will be based around the preferred dryer at the optimal capacity that will fit inside the existing Biosolids Building truck bay.

MEMORANDUM

Page 2

Project Costs

The estimated cost for the engineering evaluation and conceptual design services is \$267,010.00. We estimated the reimbursable expenses for three site visits for 5 people to be \$9,525, including transportation, lodging, and meal costs.

At this stage in the project cycle, an accurate opinion of construction cost is difficult. However, we estimate the buildout full-scale equipment capital costs and construction costs to be approximately \$18,000,000 (plus or minus 30%). We will have a better idea of total project costs after we receive proposal responses and can evaluate the actual dryer capacities that will fit within the truck bay.

Project Schedule

SSR anticipates a duration of 150 days to complete the technology evaluation. The schedule is dependent upon coordination and scheduling of the equipment site visits and local farming community assistance. The duration may be more or less. SSR anticipates a duration of 90 days to complete the conceptual design after a preferred equipment technology and manufacturer is selected.

If you need additional information, please contact us.

Attachments

1. Project Labor Estimate.

Task Order

In accordance with the Standard Form of Agreement Between Owner and Engineer for Professional Services, dated August 6, 2002 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2021
- b. Owner: Murfreesboro Water Resources Department
- c. Engineer: Smith Seckman Reid
- d. Specific Project (title): WRRF Full-Scale Thermal Dryer Evaluation and Preliminary Design
- e. Specific Project (description): The project includes the study and preliminary design for procuring and constructing a full-scale thermal biosolids dryer located in the truck bay of the existing biosolids building at the water resource recovery facility (WRRF).

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

the services (and related terms and conditions) set forth in the following sections of Basic Services of Engineer in the Agreement modified herein for this specific Task Order, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Agreement, Paragraph 1.2) and the following:
 - Study and evaluation of thermal dryer technologies (up to 3) and manufacturers (up to 5) to treat the WRRF residual to a Class A product
 - Study and evaluation of dryer technology and capacities that will fit within the space constraints of the existing biosolids building truck bay
 - Site visits (up to 3 and up to 3 representatives from MWRD and 2 representatives from SSR) to facilities with similar dryer technologies and facilities that utilize treatment processes similar to the MWRRF
 - Report will be a Basis of Design Memorandum and not a Preliminary Engineering Report for TDEC submittal
- Preliminary Design Phase (Agreement, Paragraph 1.3)
 - Design will be based on a single preferred manufacturer as selected by MWRD staff
- Final Design Phase (Agreement, Paragraph 1.4) as modified below:

- Final design phase services will be provided under a separate task order and only if authorized by MWRD
 - Bidding or Negotiating Services (Agreement, Paragraph 1.5)
 - Bidding or negotiating phase services will be provided under a separate task order and only if authorized by MWRD
 - Construction Phase Services (Agreement, Paragraph 1.6) and the following:
 - Construction phase services will be provided under a separate task order and only if authorized by MWRD
 - Operational Phase Services (Agreement, Paragraph 1.7)
 - Operational phase services will be provided under a separate task order and only if authorized by MWRD
- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Exclusions

- A. Services associated with government funding programs, i.e., State Revolving Fund loan program.
- B. Specifications.
- C. Codes and other regulatory agency review submittals.
- D. Design and construction administration services of upgrades identified in the Study and Report Phase Services. If pursued, these services would be provided under a separate Task Order or amendment to this Task Order.
- E. Controls integration design services.
- F. Study and design services for solids handling other than those specifically mentioned above.
- G. RPR Services (Agreement, Paragraph 1.6.1). These services will be provided under a separate Task Order if Owner should require these services.

4. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services of Engineer, of the Agreement modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

5. Owner's Responsibilities

Owner shall have those responsibilities set forth in Section 3 of the Agreement, subject to the following:

A. Delete Paragraphs 3.5, 3.8, 3.10, 3.11, and 3.13.

6. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule. If additional services are requested as a result of the Study and Report Phase Services the following schedule will be adjusted to allow time for Board and Council approval of separate task order and an additional 30 days to the design schedule.

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish electronic review copies of the Report (basis of design memorandum) and other Study and Report Phase deliverables to Owner.	Within 150 days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within 10 days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish electronic copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within 5 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish electronic review copies of the 30% Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 90 days of the receipt of Owner's comments regarding the basis of design memorandum.
Owner	Submit comments regarding 30% Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 10 days of the receipt of 50% Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish electronic review copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 5 days of the receipt of Owner's comments regarding the 50% Preliminary Design Phase documents.

7. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 1 of Agreement)		
a. Study and Report Phase	\$179,580	Hourly Not to Exceed
b. Preliminary Design Phase	\$67,290	Hourly Not to Exceed
c. Final Design Phase	N/A	Hourly Not to Exceed
d. Bidding or Negotiating Phase	N/A	Hourly Not to Exceed
e. Construction Phase	N/A	Hourly Not to Exceed

Description of Service	Amount	Basis of Compensation
f. Operational Phase	N/A	Hourly Not to Exceed
g. Project Management	\$20,140	Hourly Not to Exceed
TOTAL COMPENSATION (lines 1.a-e)	\$267,010	
REIMBURSABLE EXPENSES *		
a. Out-of-Town Mileage	\$0	\$0.56 /mile
b. Air Transportation and Auto Rental	\$5,400	At Cost
c. Meals and Lodging	\$3,825	At Cost
d. External Plotting	\$300	At Cost

*Reimbursable expenses are estimated amounts.

Engineer expects the entire contract duration for these services to be less than 9 months, excluding any services identified in the Study and Report Phase. If the contract duration extends beyond this time, commensurate additional compensation may be required.

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

8. Consultants retained as of the Effective Date of the Task Order:

A. None.

9. Attachments:

B. None.

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2021.

CITY OF MURFREESBORO:

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

SMITH SECKMAN REID:

WITNESS:

By:



By:

Print Name:

Andrew T. Johnson

Print Name:

Title:

Principal

Title:

APPROVED AS TO FORM:

City of Murfreesboro Legal Department

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**WRRF FULL-SCALE THERMAL DRYER EVALUATION AND PRELIMINARY DESIGN
DETAILED PROJECT UNDERSTANDING
ATTACHMENT TO TASK ORDER 2141008.0**

Project Understanding

The task order covers the engineering basic services necessary to complete the following:

Project will include the study and evaluation and preparation of a preliminary design, as limited herein, of a new full-scale thermal biosolids dryer to be installed in the existing truck bay of the MWRRF Biosolids Building.

Currently, MWRD dewateres the WRRF biosolids and hauls the residuals to the Middle Point landfill. MWRD desires to study the use of a thermal dryer to reduce the volume of residuals and treat to Class A for beneficial reuse and for SSR to provide a preliminary design for the dryer.

The dryer will treat a to be determined feed capacity to a Class A product. The capacity will be determined based on what equipment will fit into the existing space constraints, redundancy considerations, and an evaluation of optimal capacity versus projected loadings with consideration given to a phased capacity approach.

The following assumptions are made regarding the work:

- Building modifications are necessary to meet NFPA 820 standards
- Concrete base slab modifications are likely necessary in the truck bay
- Odor control of the waste air stream is necessary
- New enclosures beyond the footprint of the Biosolids Building are not necessary

The evaluation will include up to 3 different drying technologies to include belt dryer, rotary drum dryer, and paddle dryer. Up to 3 site visits will be made to inspect existing installations and discuss performance, operation, and maintenance with facility staff. SSR will attempt to find facilities that are very similar to the WRRF treatment processes. SSR will be represented by up to 2 people and MWRD will be represented by up to 3 people during the site visits. SSR will assist MWRD with a meeting with local farming community members to identify the preferred product characteristics. MWRD will make a preferred equipment selection. Following the selection SSR will prepare a basis of design memorandum documenting all design criteria and assumptions for the preliminary design.

The preliminary design will include conceptual process mechanical layout drawings of the new dryer equipment in the Biosolids Building. The dryer equipment will be in the truck bay and some ancillary equipment may be in the basement of the Biosolids Building. Drawings for mechanical, plumbing, electrical, and controls will not be provided in the preliminary design. These disciplines will evaluate the proposed equipment and utility and controls requirement and determine whether constructability is feasible.

Project Meetings and Site Visits

In addition to meetings referenced in the Agreement, Engineer will perform each of the following:

- Conduct an Owner kickoff meeting to discuss the overall scope, schedule, costs, and other pertinent items critical to project success
- Conduct Owner review workshops at basis of design memo and preliminary design deliverable milestones
- Conduct up to 4 Owner review meetings as needed during the project
- Perform 3 site visits with MWRD personnel to inspect similar dryer system installations
- Perform a WRRF site visit to inspect existing conditions and space constraints

Deliverables

All deliverables will be transmitted electronically, unless requested otherwise by MWRD.



MURFREESBORO WATER RESOURCES DEPARTMENT
FULL-SCALE BIOSOLIDS THERMAL DRYER PRELIMINARY DESIGN
2141008.0
N/A
PROJECT LABOR ESTIMATE



			Summary											
			PRINCIPAL	SEN. PM	PM I	ENG IV	ENG III	ENG II	ENG I	ENG I	EI II	EI I	SR DES II	CLERICAL
Employee			ATJ/IAN	BDF/NA	NA/NA	NA/NA	RML/JBH	NA/NA	NA/NA	NA/NA	ATH/NA	SNH/NA	JPB/MVW	???/???
Hourly Rate			\$210.00	\$190.00	\$160.00	\$190.00	\$170.00	\$150.00	\$125.00	\$125.00	\$105.00	\$95.00	\$150.00	\$75.00
														Hours/ Task Costs
														\$145.42
00 - Proj Mgnt/Initiation														
	SubTask 0.1	Project Budget	0	22	0	0	0	0	0	0	0	0	0	22
	SubTask 0.2	Subconsultant Contracts	0	5	0	0	0	0	0	0	0	0	0	5
	SubTask 0.3	Project Scheduling	0	12	0	0	0	0	0	0	0	0	0	12
	SubTask 0.4	Project Setup (Accting, eRes, etc.)	0	12	0	0	0	0	0	0	0	0	0	12
	SubTask 0.5	Project Work Plan	0	15	0	0	0	0	0	0	0	0	0	15
	SubTask 0.6	QAQC Plan	0	10	0	0	0	0	0	0	0	0	0	10
	SubTask 0.7	Weekly Projections, eRes, etc.	0	14	0	0	0	0	0	0	0	0	0	14
	SubTask 0.8	Monthly Billing	0	10	0	0	0	0	0	0	0	0	0	10
	SubTask 0.9	Monthly Progress Reports	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 0.10	Kickoff Meeting Prepare Agenda	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 0.11	Kickoff Meeting Attend Meeting	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 0.12	Kickoff Meeting Prepare Minutes	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 0.13	Kickoff Meeting (internal) Prepare Agenda	0	2	0	0	0	0	0	0	0	0	0	2
	SubTask 0.14	Kickoff Meeting (internal) Attend Meeting	0	2	0	0	0	0	0	0	0	0	0	2
	SubTask 0.15	Kickoff Meeting (internal) Prepare Minutes	0	2	0	0	0	0	0	0	0	0	0	2
00 - Proj Mgnt/Initiation Subtotal Hours			0	106	0	0	0	0	0	0	0	0	0	106
00 - Proj Mgnt/Initiation Subtotal Cost			\$0	\$20,140	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,140
10 - Equipment/ Technology Evaluation														
	SubTask 10.1	Internal Review Meetings (4)	0	10	0	2	8	0	0	0	0	0	8	28
	SubTask 10.2	Discussions wth Equipment Manufacturers	0	20	0	0	14	0	0	0	0	0	0	34
	SubTask 10.3	Evaluate Pilot Testing Options	0	5	0	0	2	0	0	0	0	0	0	7
	SubTask 10.4	Evaluate Other Testing Options	0	4	0	0	1	0	0	0	0	0	0	5
	SubTask 10.5	Coordinate Sampling and Testing	0	4	0	0	2	0	0	0	0	0	0	6
	SubTask 10.6	Review Testing Results	0	4	0	0	2	0	0	0	0	0	0	6
	SubTask 10.7	Preliminary Technology Review	0	1	0	0	4	0	0	0	0	0	0	5
	SubTask 10.8	Owner Workshop on Applicable Technologies	0	4	0	0	4	0	0	0	0	0	0	8
	SubTask 10.9	Evaluation of Options	0	8	0	0	8	0	0	0	0	0	0	16
	SubTask 10.10	Develop Process/Dryer Design Criteria	0	2	0	0	4	0	0	0	0	0	0	6
	SubTask 10.11	Proposal Requests to Equipment Manufacturers	0	1	0	0	4	0	0	0	0	0	0	5
	SubTask 10.12	Review Responses and Request Clarifications	0	20	0	0	30	0	0	0	0	0	2	52
	SubTask 10.13	Review Final Responses	0	5	0	0	10	0	0	0	0	0	0	15
	SubTask 10.14	Detailed Analysis of Technologies	0	30	0	6	32	0	0	0	0	0	0	68
	SubTask 10.15	Identify Site Visit Opportunities and Coordinate Visits	0	15	0	0	5	0	0	0	0	0	0	20
	SubTask 10.16	Site Visits to Comparable Facility 1/Discussions with References	0	25	0	0	25	0	0	0	0	0	0	50
	SubTask 10.17	Site Visits to Comparable Facility 2/Discussions with References	0	25	0	0	25	0	0	0	0	0	0	50
	SubTask 10.18	Site Visits to Comparable Facility 3/Discussions with References	0	25	0	0	25	0	0	0	0	0	0	50
	SubTask 10.19	Meeting with Local Farming Community	0	4	0	0	4	0	0	0	0	0	0	8

			Summary												
			PRINCIPAL	SEN. PM	PM I	ENG IV	ENG III	ENG II	ENG I	ENG I	EI II	EI I	SR DES II	CLERICAL	Hours/ Task Costs
			ATJ/IAN	BDF/NA	NA/NA	NA/NA	RML/JBH	NA/NA	NA/NA	NA/NA	ATH/NA	SNH/NA	JPB/MVW	??/?	
			\$210.00	\$190.00	\$160.00	\$190.00	\$170.00	\$150.00	\$125.00	\$125.00	\$105.00	\$95.00	\$150.00	\$75.00	\$145.42
Employee															
Hourly Rate															
	SubTask 10.20	20-Year PW Analysis of Options	0	10	0	2	10	0	0	0	0	0	0	0	22
	SubTask 10.21	Meeting with MWRD to Identify Preferred Manufacturer	0	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 10.22	Preliminary Equipment Selection	0	0	0	0	2	0	0	0	0	0	0	0	2
	SubTask 10.23	Request and Review Additional MFR Information	0	0	0	10	2	0	0	0	0	0	0	0	12
	SubTask 10.24	Building Codes Evaluation	0	1	0	5	3	0	0	0	0	0	0	0	9
	SubTask 10.25	Preliminary NFPA 820 Evaluation	0	2	0	8	2	0	0	0	0	0	0	0	12
	SubTask 10.26	Preliminary Process Design	0	10	0	0	20	0	0	0	0	0	5	0	35
	SubTask 10.27	Preliminary StructuralBuilding/Architectural Evaluation	0	1	0	0	22	0	0	0	0	0	9	0	32
	SubTask 10.28	Preliminary Site Evaluation	0	2	0	0	4	0	0	0	0	0	4	0	10
	SubTask 10.29	Preliminary Electrical Evaluation	0	2	0	0	4	0	0	0	0	0	4	0	10
	SubTask 10.30	Preliminary Mechanical Evaluation	0	2	0	8	4	0	0	0	0	0	6	0	20
	SubTask 10.31	Preliminary Plumbing Evaluation	0	2	0	4	4	0	0	0	0	0	2	0	12
	SubTask 10.32	Preliminary I&C Evaluation	0	7	0	6	8	0	0	0	0	0	2	0	23
	SubTask 10.33	Meetings with Preferred MFR	0	20	0	0	20	0	0	0	0	0	0	0	40
	SubTask 10.34	Owner Progress Meetings (4) - Prepare Agendas	0	2	0	0	8	0	0	0	0	0	0	0	10
	SubTask 10.35	Owner Progress Meetings (4) - Attend Meetings	0	12	0	0	12	0	0	0	0	0	3	0	27
	SubTask 10.36	Owner Progress Meetings (4) - Prepare Minutes	0	2	0	0	4	0	0	0	0	0	0	0	6
	SubTask 10.37	Prepare Opinion of Probable Construction Cost	0	10	0	5	30	0	0	0	0	0	0	0	45
	SubTask 10.38		0	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 10.39		0	0	0	0	0	0	0	0	0	0	0	0	0
10 - Equipment/ Technology Evaluation Subtotal Hours			0	297	0	56	368	0	0	0	0	0	45	0	766
10 - Equipment/ Technology Evaluation Subtotal Cost			\$0	\$56,430	\$0	\$10,640	\$62,560	\$0	\$0	\$0	\$0	\$0	\$6,750	\$0	\$136,380
20 - Basis of Design Memo															
	SubTask 20.1	Internal Review Meetings (2)	0	4	0	0	4	0	0	0	0	0	4	0	12
	SubTask 20.2	Equipment Layout Evaluation	0	4	0	0	4	0	0	0	0	0	4	0	12
	SubTask 20.3	NFPA 820 Evaluation	0	4	0	0	4	0	0	0	0	0	0	0	8
	SubTask 20.4	Evaluate Return Flows to Headworks	0	5	0	0	10	0	0	0	0	0	0	0	15
	SubTask 20.5	Phasing Plan	0	4	0	0	4	0	0	0	0	0	0	0	8
	SubTask 20.6	Piping, Pumping, and Solids Conveyance Concept	0	8	0	0	8	0	0	0	0	0	8	0	24
	SubTask 20.7	Structural Narrative	0	0	0	0	4	0	0	0	0	0	0	0	4
	SubTask 20.8	MEP Narratives	0	2	3	11	2	0	0	0	0	0	0	0	18
	SubTask 20.9	Controls Narratives	0	6	0	8	4	0	0	0	0	0	0	0	18
	SubTask 20.10	Preliminary Plan View Drawings	0	20	0	0	40	0	0	0	0	0	40	0	100
	SubTask 20.11	Compile and Deliver BDM	0	4	0	0	8	0	0	0	0	0	4	0	16
	SubTask 20.12	Owner Meeting - Agenda, Meeting, Minutes	0	8	0	0	8	0	0	0	0	0	0	0	16
20 - Basis of Design Memo Subtotal Hours			0	69	3	19	100	0	0	0	0	0	60	0	251
20 - Basis of Design Memo Subtotal Cost			\$0	\$13,110	\$480	\$3,610	\$17,000	\$0	\$0	\$0	\$0	\$0	\$9,000	\$0	\$43,200
30 - 30% Prelim Design															
	SubTask 30.1	Internal Review Meetings (4)	0	10	0	0	10	0	0	0	0	0	10	0	30
	SubTask 30.2	Owner Progress Meetings (2) - Prepare Agendas	0	1	0	0	2	0	0	0	0	0	0	0	3
	SubTask 30.3	Owner Progress Meetings (2) - Attend Meetings	0	4	0	0	4	0	0	0	0	0	2	0	10
	SubTask 30.4	Owner Progress Meetings (2) - Prepare Minutes	0	1	0	0	1	0	0	0	0	0	0	0	2
	SubTask 30.5	Equipment Layout - Final Concept	0	20	0	0	40	0	0	0	0	0	40	0	100
	SubTask 30.6	Site Design	0	1	0	0	4	0	0	0	0	0	8	0	13
	SubTask 30.7	Process and Process Piping Design	0	5	0	0	30	0	0	0	0	0	30	0	65
	SubTask 30.8	Conveyance Design	0	2	0	0	8	0	0	0	0	0	8	0	18
	SubTask 30.9	Structural Constructability Confirmation	0	1	0	0	1	0	0	0	0	0	1	0	3

			Summary												
			PRINCIPAL	SEN. PM	PM I	ENG IV	ENG III	ENG II	ENG I	ENG I	EI II	EI I	SR DES II	CLERICAL	Hours/ Task Costs
			ATJ/IAN	BDF/NA	NA/NA	NA/NA	RML/JBH	NA/NA	NA/NA	NA/NA	ATH/NA	SNH/NA	JPB/MVW	???/???	
Employee Hourly Rate			\$210.00	\$190.00	\$160.00	\$190.00	\$170.00	\$150.00	\$125.00	\$125.00	\$105.00	\$95.00	\$150.00	\$75.00	\$145.42
	SubTask 30.10	Building/Architectural Design	0	1	0	0	1	0	0	0	0	0	1	0	3
	SubTask 30.11	Electrical Constructability Confirmation	0	2	2	10	4	0	0	0	0	0	1	0	19
	SubTask 30.12	Instrumentation & Controls Constructability Confirmation	0	6	0	10	8	0	0	0	0	0	1	0	25
	SubTask 30.13	Mechanical/Plumbing Constructability Confirmation	0	4	4	7	8	0	0	0	0	0	2	0	25
	SubTask 30.14	30% Design Submittal - QAQC	0	9	3	0	4	0	0	0	0	0	2	0	18
	SubTask 30.15	30% Design Submittal - Prepare OPCC	0	1	0	9	16	0	0	0	0	0	2	0	28
	SubTask 30.16	30% Design Submittal - Package and Deliver	0	1	0	4	4	0	0	0	0	0	4	0	13
	SubTask 30.17	30% Design Submittal - Owner Review Meeting	0	5	0	6	5	0	0	0	0	0	5	0	21
	SubTask 30.18		0	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 30.19		0	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 30.20		0	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 30.21		0	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 30.22		0	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 30.23		0	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 30.24		0	0	0	0	0	0	0	0	0	0	0	0	0
	SubTask 30.25		0	0	0	0	0	0	0	0	0	0	0	0	0
30 - 30% Prelim Design Subtotal Hours			0	74	9	46	150	0	0	0	0	0	117	0	396
30 - 30% Prelim Design Subtotal Cost			\$0	\$14,060	\$1,440	\$8,740	\$25,500	\$0	\$0	\$0	\$0	\$0	\$17,550	\$0	\$67,290
LABOR HOURS			0	546	12	121	618	0	0	0	0	0	222	0	1,519
REVENUE			\$0	\$103,740	\$1,920	\$22,990	\$105,060	\$0	\$0	\$0	\$0	\$0	\$33,300	\$0	\$267,010

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Asset Management System (AMS) Software Licensing

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 to True North's Work Order with the Streets Department to increase Cityworks Asset Management Software licensure from 10 seats to unlimited seats.

Staff Recommendation

Approve work order amendment MBORO002A1-06252021.

Background Information

True North was approved by City Council to implement Cityworks AMS for the Street Department in January 2021. This included configuring Service Requests, Work Orders and Inspections in Cityworks AMS for the Murfreesboro Street Department; specifically, the roadways, stormwater and right-of-way groups. This task order was approved at \$31,000 and is being paid from the City's general fund.

The number of licensed seats for the Streets Department was identified as 10 and was included in the task order costs. Since that time, the City's Facilities Maintenance department has determined Cityworks AMS to be a replacement for their current maintenance management software, FacilityDude. The current number of users using FacilityDude is approximately 76 and encompass a combination of facilities that are funded through the City's general fund and the Water Resources enterprise fund.

The cost to increase Cityworks AMS by 76 seats is not the most effective expenditure; therefore, staff recommends paying \$54,167 to allow for unlimited licensed seats in Cityworks AMS. Please note \$26,000 was budgeted in the City's general fund operating budget for FacilityDude software maintenance in FY22.

Additionally, there is an expectation that other City Department's will be utilizing Cityworks AMS for their asset management requirements in conjunction with moving from paper service requests and work orders to a digital process that ties everything back the City's Geographic Information Systems (GIS) enterprise software.

The Water Resources Department intended to implement a Computerized Maintenance Management System (CMMS) like Cityworks AMS since the 3rd quarter of FY2015 (per the Department's Information Technology Master Plan, December 2012). The CMMS implementation has not occurred per the schedule due to other priorities taking precedence; however, CMMS implementation is the last "leg" of the Water Resources

Information Technology Master Plan (see attached exhibit Water Resources information Technology Systems Integration Flow Chart) and staff is now prepared to recommend it's implementation. MWRD has budgeted in their working capital reserves \$750,000 in FY21-22 for CMMS Implementation with \$200,000 in anticipated design and consulting services.

Council Priorities Served

Responsible Budgeting

Properly documenting and managing asset repair and replacements affords the City the highest extended life of said asset at the lowest total cost; therefore, minimizing annual expenses and capital replacement funding needs.

Fiscal Impact

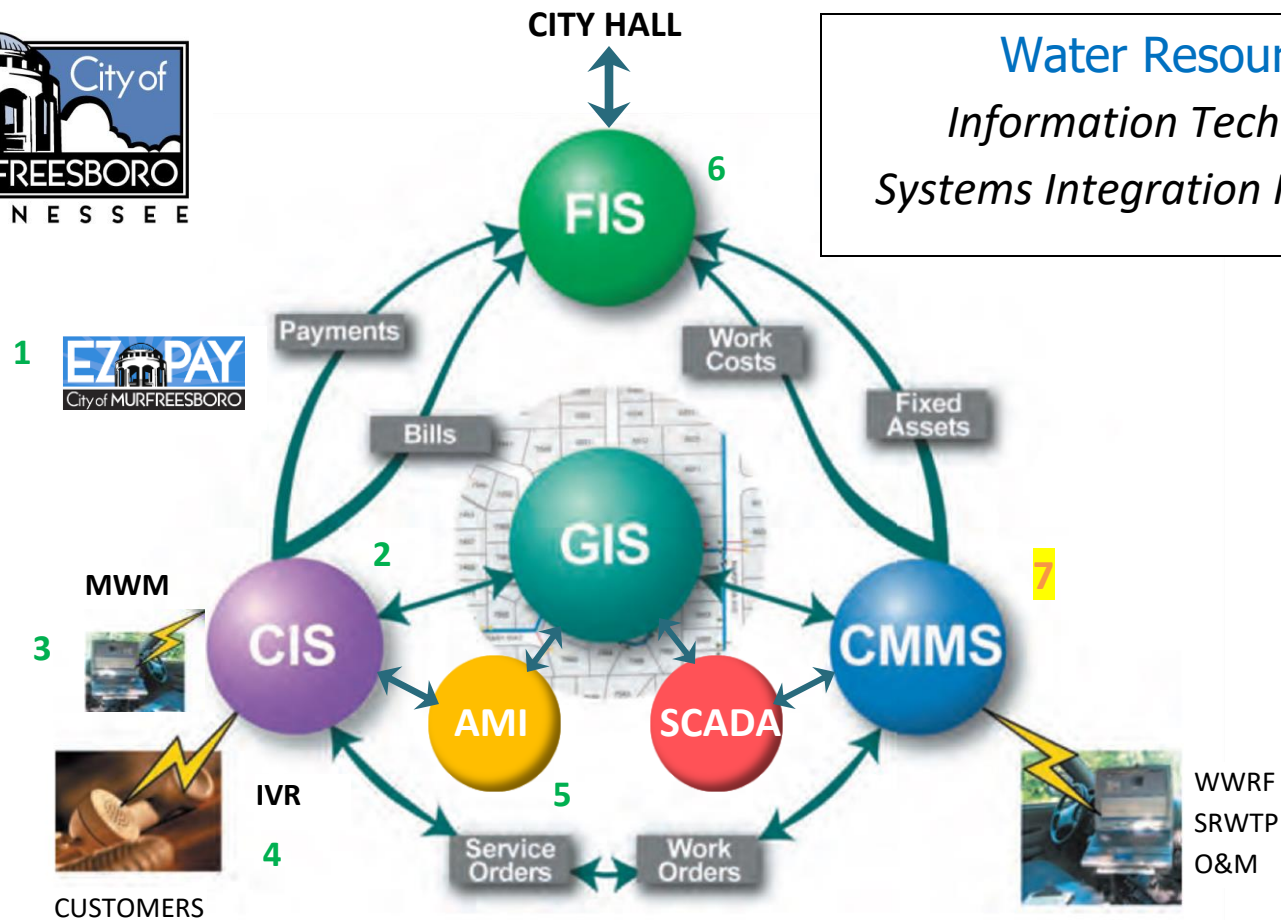
The cost of acquiring unlimited seats of Cityworks AMS software is \$54,167. Staff proposes to fund this using Water Resource working capital reserve funds with the expectation that the City General Fund will reimburse the Department their pro rata share after the City-wide full-scale implementation of Cityworks AMS has occurred.

Attachments

1. Water Resources information Technology Systems Integration Flow Chart
2. True North Work Order Amendment MBORO002A1-06252021



Water Resources Information Technology Systems Integration Flow Chart



AMI = Advanced Metering Infrastructure (Wireless Meter Reading)
 CIS = Customer Information Systems (Utility Billing)
 CMMS = Computerized Maintenance Management Systems
 FIS = Financial Information Systems (F&A, General Ledger, Payroll)
 GIS = Geographic Information Systems (ArcGIS)
 IVR = Interactive Voice Response (Customer Call-in Self Service)
 MWM = Mobile Workforce Management (Service Order CIS System)
 O&M = Operations and Maintenance Division
 SCADA = Supervisory Control and Data Acquisition (Fiber, Telemetry)
 SRWTP = Stones River Water Treatment Plant
 WWRP = Water Resource Recovery Facility

Client Work Order Amendment: **MBORO002A1-06252021**

Original Work Order: **City of Murfreesboro MBORO002-12082020**

This Client Work Order Amendment, effective as of June 25, 2021, is made pursuant to the Master Services Agreement dated April 11, 2019, ("MSA") by and between True North Geographic Technologies, LLC ("True North") and the City of Murfreesboro ("Client").

1. Scope and Description of Services/Work: **Cityworks AMS implementation for the Street Department. This includes configuring Service Requests, Work Orders and Inspections in Cityworks AMS for the Murfreesboro Street Department; specifically, the roadways, stormwater and right-of-way groups. Project proposal and software quote (Q-08626-3) are attached to this work order.**

Amendment: **The Scope and Description of Services is expanded to include Cityworks AMS Standard ELA as outlined in quote number Q-13023-1 (attached), dated 5/24/2021. The total number of software users is expanded from ten (10) to unlimited.**

2. Work Products/Deliverables: **Deliverables include 80 hours of implementation services and 20 hours of custom training culminating in an operational work order and asset management solution.**
3. Term: **December 17, 2020, through September 1, 2021**, unless earlier terminated.
4. Original Work Order Total Costs: **\$31,000**
Amendment Cost: **\$54,167**
5. Supplemental Invoicing and Payment Information: **The cost of the Cityworks AMS software is prorated to align with the City's existing Cityworks software maintenance cycle. It is anticipated that approximately half of the implementation costs will be billed in FY21 with the remaining balance billed in FY22.**
6. The Designated Project Management Representatives responsible for this Client Work Order:

True North:

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

City of Murfreesboro:

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

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

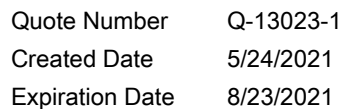
The undersigned designated Client Project Management representative has reviewed and concurs with all aspects of this Client Work Order and is the Client representative authorized to approve True North's expenditure and use of any of this Client Work Order's allotted True North resource hours in the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

Concurrence By:
Client Management Representative

Accepted By:
True North Geographic Technologies, LLC

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: David Speight
Title: President
Date: _____



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

Product Name	Quantity/ Population	Net Unit Price
ELA - Server AMS STANDARD	1.00	USD 54,167.00
TOTAL:		USD 54,167.00

Year 1 Dollar Value	USD 54,167.00	Year 1 Date Range	07/01/2021 - 04/29/2022*
Year 2 Dollar Value	USD 161,000.00	Year 2 Date Range	04/30/2022 - 04/29/2023
Year 3 Dollar Value		Year 3 Date Range	

Quote upgrades 10 Standard AMS Workgroup logins to Standard AMS ELA.

Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Mobile Native Apps (for iOS/Android)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

eURL (Enterprise URL)

Public Access for PLL

Cityworks Analytics for PLL

Workload

Web Hooks

Case API - Extended for use with OnBase integration only

Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 100,001 - 150,000 population range

*Fee for Year 1 reflects upgrade at \$65,000.00/year and is pro-rated for a period of 07/01/2021 - 04/29/2022. Quote assumes Current Renewal Amount of \$96,000.00 for period 04/30/2021 - 04/29/2022 has previously been paid.

Terms and Conditions

Payment Terms

Payment due within 30 days

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

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

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

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

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

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

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

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

Taxes

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

International Customers

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

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

Accepted by:

Title

_____/_____/_____
Date

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Greenway Projects Committee Reappointments

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

Summary

Reappointment to the Greenway Projects Committee.

Background Information

The Committee makes recommendations to City staff, the Parks and Recreation Commission and the City Council, as appropriate, on matters related to the operation, utilization, expansion and extension of the City's Greenway Trails system.

As established by Resolution 07-R-02, there are five members appointed for three-year terms.

Council Priorities Served

Engaging Our Community

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments:

Memo from Mayor McFarland



. . . creating a better quality of life.

July 8, 2021

Members of City Council

RE: Recommended Reappointment – Parks and Recreation Commission

As an item for the City Council agenda, I am recommending the following reappointments to the Parks and Recreation Commission.

Reappointments

Troy Robinson – June 30, 2024 expiration

Anita Pirtle – June 30, 2024 expiration

Sincerely,

Shane McFarland
Mayor

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Board of Electrical Examiners

Department: Mayor and Council

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

Reappointment to the Board of Electrical Examiners.

Background Information

The Board of Electrical Examiners is responsible for reviewing electrical contractor's licenses and license applications to assure compliance with the Electrical Contractors Licensing Ordinance.

As established by City Code § 11-33-36, there are nine members who serve four-year terms.

Council Priorities Served

Engaging Our Community

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. Memo from Kevin Jones, Assistant Director of Building & Codes



. . . creating a better quality of life.

July 8, 2021

Members of City Council

RE: Recommended Appointments – Board of Electrical Examiners

As an item for the City Council Agenda, I am recommending the following reappointments to the Board of Electrical Examiners.

Norman Brown (term expires June 30, 2025)
Ricky Greenberg (term expires June 30, 2025)

Sincerely,

Shane McFarland
Mayor



To: Mayor Shane McFarland
From: Kevin Jones (Assistant Director Building & Codes)
RE: Construction and Electrical Boards Reappointments
Date: June 24, 2021

Mayor,

We had two members of our Board of Electrical Examiners that have expiring terms at the end of June, both members are willing to serve an additional 4-year term. These members have been excellent to work with and we recommend their reappointment. Their terms would end as follows.

Norman Brown	06/30/2025
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Ricky Greenberg	06/30/2025
-----------------	------------

Our Construction Board of Adjustments and Appeals also has 3 members with terms that expire in June. All three members have volunteered to extend their service to the board an additional 3 years, and they have been a great asset to the Board. Their new terms would be as follows.

Lyle Lynch	06/30/2024
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Ryan Maloney	06/30/2024
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John E. Murray	06/30/2024
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Both Boards meet on a regular basis. If you have any questions or concerns, please don't hesitate to contact me and I will be glad to assist.

Cc: Lisa Mangrum

COUNCIL COMMUNICATION

Meeting Date: 07/08/2021

Item Title: Construction Board of Adjustments and Appeals Reappointments

Department: Mayor and Council

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

Reappointment to the Construction Board of Adjustments and Appeals.

Background Information

The Board hears requests for variances from the adopted building codes minimum housing standards; garbage, weed and trash ordinances and, the open storage Ordinance.

As established by City Code § 7, Standard Building Code, Unsafe Building Abatement Code, Standard Excavation and Grading Code, Standard Mechanical Code), there are seven members appointed for three-year terms.

Council Priorities Served

Engaging Our Community

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. Memo from Kevin Jones, Assistant Director of Building & Codes



. . . creating a better quality of life.

July 8, 2021

Members of City Council

RE: Recommended Reappointments – Construction Board of Adjustments and Appeals

As an item for the City Council agenda, I am recommending the following reappointments for to the Construction Board of Adjustments and Appeals.

Reappointments

Lyle Lynch (term expires June 30, 2024)

Ryan Maloney (term expires June 30, 2024)

John E. Murray (term expires June 30, 2024)

Sincerely,

Shane McFarland
Mayor



To: Mayor Shane McFarland
From: Kevin Jones (Assistant Director Building & Codes)
RE: Construction and Electrical Boards Reappointments
Date: June 24, 2021

Mayor,

We had two members of our Board of Electrical Examiners that have expiring terms at the end of June, both members are willing to serve an additional 4-year term. These members have been excellent to work with and we recommend their reappointment. Their terms would end as follows.

Norman Brown	06/30/2025
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Ricky Greenberg	06/30/2025
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Our Construction Board of Adjustments and Appeals also has 3 members with terms that expire in June. All three members have volunteered to extend their service to the board an additional 3 years, and they have been a great asset to the Board. Their new terms would be as follows.

Lyle Lynch	06/30/2024
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Ryan Maloney	06/30/2024
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John E. Murray	06/30/2024
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Both Boards meet on a regular basis. If you have any questions or concerns, please don't hesitate to contact me and I will be glad to assist.

Cc: Lisa Mangrum

COUNCIL COMMUNICATION

Meeting Date: 07-08-2021

Item Title: Appointment to Pension Committee

Department: Mayor and Council

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 MED Pension Committee

Background Information

With the resignation of Ms. Williams, a vacancy exists on the Committee. Charlie Riggs, an MED retiree with significant experience in the electric industry has applied for the Committee. Mr. Riggs' perspective and knowledge will be a solid addition to the Committee.

Attachments:

Application and Resume of Charles Riggs

**CITY OF MURFREESBORO
QUESTIONNAIRE FOR APPOINTMENT TO
BOARD/ COMMISSION/ COMMITTEE/ SPECIAL ASSIGNMENT**

NAME: CHARLES M. RIGGS DATE: 6/30/2021
ADDRESS: [REDACTED] ZIP CODE 37129
PHONE: [REDACTED] CELL: [REDACTED] E-MAIL ADDRESS: [REDACTED]
CITY RESIDENT: YES HOW LONG: 26 YRS
HOW LONG RESIDENT OF RUTHERFORD COUNTY: 26 YRS REGISTERED VOTER? YES
BUSINESS NAME: RETIRED
BUSINESS ADDRESS: [REDACTED] PHONE: [REDACTED]
OCCUPATION/TITLE: [REDACTED]
HOW LONG EMPLOYED HERE? [REDACTED] EMPLOYER: IVA/DAED/MTET/C
NAME OF SPOUSE: GLORIA C. RIGGS
NUMBER OF CHILDREN: 2 ANY IN CITY OF MURFREESBORO SCHOOL SYSTEM? NO
EDUCATION: BS/M. ENG ELEC ENGR UNIV OF LOUISVILLE
APPOINTMENT APPLYING FOR: DAED PENSION BOARD
CIVIC ORGANIZATIONS: NONE

PROFESSIONAL ORGANIZATIONS: INSTITUTE OF ELEC ENGRS (IEEE)

PREVIOUS PUBLIC SERVICE: NONE

LIST ANY SPECIAL QUALIFICATIONS/EXPERIENCE: [REDACTED]

DO YOU KNOW OF ANY POSSIBLE CONFLICTS OF INTEREST THAT MAY PROHIBIT YOU FROM SERVING, IF APPOINTED? EXPLAIN. NO

ANY ADDITIONAL COMMENTS: I HAVE A KEEN INTEREST IN
FIDUCIARY RESPONSIBILITY

I CURRENTLY RESIDE IN THE CITY OF MURFREESBORO

☒ YES ☐ NO

Charles M Riggs
APPLICANT'S SIGNATURE

RETURN TO CITY MANAGER'S OFFICE IN THE CITY HALL OR BY MAIL
P.O. BOX 1139, MURFREESBORO, TENNESSEE 37130

PROFESSIONAL EXPERIENCE

MURFREESBORO ELECTRIC DEPARTMENT

Manager, Special Projects

September 2007 – November 2015

- Managed customer service department for two years consisting of cashiers, customer service staff, billing, and support personnel.
- Interacted with Economic Development and Chamber in recruiting new loads. Served in role of key account coordinator and was point of contact for all major customers.
- Developed rate models, interfaced with TVA on rates and contracts matters. Point of contact for all TVA rate restructurings, various electricity programs, and lead role for the compliance audit. Prepared service practice standards.
- Prepared various studies, presentations, and provided consultation to the General Manager, Chief Financial Officer, and Board on topics as diverse as organizational structure, strategic mission, performance reviews, TVA issues, and financial health reports.
- Assisted in CIS software conversion from Daffron to NISC, with emphasis regarding rates and rate products.

TENNESSEE VALLEY AUTHORITY

Manager, Contracts

October 2003 – September 2007

- Managed the design, development, and preparation of contracts that govern electric power delivery, rates, and services. Contracts include wholesale and retail arrangements, interruptible program offerings, and marketing programs.
- Provided guidance and advice to TVA field personnel related to rate and service policy standards as well as interpretation of contracts.
- Managed 13 technical and administrative employees. Provided training, mentoring, and growth opportunities for employees.
- Provided significant influence in enhancing Cultural Health Index of department.
- Prepared the department's pandemic plan.
- Plan and coordinate the move of employees, equipment, files, and functionality of the department from Nashville to Knoxville.

Transmission Service Manager, Murfreesboro TSC

June 1992 – October 2003

- Managed the operation and maintenance activities associated with transmission facilities rated at 46-kV thru 500-kV throughout the middle Tennessee area. This included

coordination of operation and maintenance activities with 15 power distributor systems, 2 directly-served industries and 3 generation facilities.

- Managed the customer interface and relations with power distributors on all matters related to transmission system reliability and improvements. Similar responsibilities in interfacing with MCI/WorldCom. Manage service restoration activities during natural disasters.
- Justified and planned increased power supply improvements in service area. Provided oversight for construction projects which included transmission lines, substations, and communication facilities.
- Implemented continuous improvement on TSC operation and maintenance planning to meet organizational and TSC goals. Responsible for environmental activities within the TSC.
- Managed five work units totaling 39 employees. These work units include electrician crews, line crews, engineering units, and clerical support. Handle various personnel related matters. Interface with local union representatives.
- Manage a yearly capital budget of \$ 1.5 million and an operating budget of \$ 3.3 million.

District Engineer

December 1980 - June 1992

- Responsible for all contractual arrangements between TVA and second parties which were primarily the distributors of TVA power in east and middle Tennessee. These arrangements pertained to power supply, rates, and energy services programs.
- Provided oversight for regulatory affairs for the power distributors. This included rate application, financial soundness of the distributors, and service guidelines such as provided under PURPA.
- Participated in negotiations for power supply arrangements between TVA and distributors.
- Quality Assessor for TVA's endeavor of measuring itself against the Malcolm Baldrige Criteria.

Power Utilization Engineer, Jackson, Tennessee

January 1980 - December 1980

- Provided assistance to distributors and their customers in matters related to power distribution as well as efficient use of electricity.

EDUCATION

- Master of Engineering, 1978 University of Louisville
- Bachelor of Science, 1976 University of Louisville

PROFESSIONAL LICENSE

- Kentucky Professional Engineer License (retired status) #11,749
- Tennessee Professional Engineer License (retired status) #14,004

COUNCIL COMMUNICATION

Meeting Date: 07-08-2021

Item Title: Update on Community Investment Advisory Committee

Department: Mayor and Council

Presented by: Council Member LaLance

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

Update for Council in the progress of the Community Investment Advisory Committee.

Background Information

Council created the Community Investment Advisory Committee to consider and provide recommendations on the management of proceeds from the sale of the Electric Department. Council Member LaLance was appointed to the Committee and was selected as the Committee Chair.

Council Member LaLance with provided information to Council regarding the Committee's discussions to date.