

MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
August 5, 2021

PRAYER

Mayor Shane McFarland

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Banner Request to Hang Across East Main Street for Read to Succeed Schools Day Event to be displayed September 6–14, 2021 (Street)
2. Non-profit Transit Discount (Transportation)
3. Asphalt Purchases Report (Water Resources)
4. Purchase Ford F-350 (Water Resources)
5. Commercial Painting Inc. Contract Change Order No. 3 (Water Resources)
6. Itron Annual Software Support for Water Resources Advanced Metering Infrastructure (Water Resources)
7. Renewal of Specific Energy's Pump Asset Management and Optimization System (Water Resources)
8. Development Agreement Revisions (Water Resources)
9. Purchase of CAT Mulcher Attachment (Water Resources)
10. Skid Steer and Equipment Purchase (Water Resources)

Old Business

Land Use Matters

11. Ordinance 21-OZ-17 Amend the Zoning Ordinance regarding townhouses, the RS-A zone, and other miscellaneous topics (2nd and final reading) (Planning)
12. Ordinance 21-OZ-19 Amend the Zoning Ordinance regarding townhouses, the RS-A zone, and other miscellaneous topics (2nd and final reading) (Planning)
13. Ordinance 21-OZ-21 Zoning of approximately 39 acres located along Elam Road south of Joe B Jackson Parkway (2nd and final reading) (Planning)
14. Ordinance 21-OZ-22 Rezone approximately 17.26 acres located along the west side of North Boulevard north of East Northfield Boulevard (2nd and final reading) (Planning)

15. Ordinance 21-OZ-23 Rezone approximately 0.33 acres located along the west side of Leaf Avenue south of East Clark Boulevard (2nd and final reading) (Planning)
16. Ordinance 21-OZ-24 Rezone approximately 0.15 acres located along the south side of East Vine Street west of South Bilbro Avenue (2nd and final reading) (Planning)

New Business

On Motion

17. Updates to Employee Handbook Policy 5003.5, Public Safety Compensation (Human Resources)
18. Retail Liquor Certificate of Compliance – Joe B Liquors (Finance)
19. Retail Liquor Certificate of Compliance – Overall Liquor and Wine (Finance)
20. Relocation of Gas Line at Richard Siegel Park (Parks & Recreation)
21. Mandatory Referral for Abandonment and Allocation of Gas Easement (Parks & Recreation)
22. Purchase of Mobile Surveillance Trailers (Police)
23. Funding Agreement with TDOT for Transit Fleet Replacement (Transportation)
24. Contract with TDOT for Match to FTA 5339 Funds (Transportation)
25. Contract with TDOT for Matching Transit Facility Funds (Transportation)

Licensing

Board & Commission Appointments

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 8/05/2021

Item Title: Main Street Banner Request

Department: Street Department

Presented by: Jami Coffelt

Requested Council Action:

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

Summary

Request from Read to Succeed to hang a banner across East Main Street for the Reading in the Schools Day event.

Staff Recommendation

Approve Reading in the Schools Day banner to be displayed from September 6th - through the 14th over East Main Street.

Background Information

Displaying the banner for Read to Succeed will promote their literacy events to encourage reading in our elementary schools and beyond.

Council Priorities Served

Establish strong City brand

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

Fiscal Impact

None.

Attachments

Letter of request from Read to Succeed



July 29, 2021

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

Dear Mayor McFarland and City Council,

Read To Succeed requests permission to hang a banner across East Main Street for the following dates: Reading in the Schools Day Banner: September 6 – September 14, 2021. This banner will promote our annual Reading in the Schools Day event on September 17, 2021. Reading in the Schools Day is an annual event with participation by Rutherford County elementary schools, Murfreesboro City Schools, and are private schools. Over 25,000 children have volunteer readers visit their classrooms to read that day.

I have spoken with Jami Coffelt and she has indicated that these dates are available.

Thank you in advance for your consideration of this request and any return correspondence can be sent to me c/o Read To Succeed, 415 N Maple Street, Murfreesboro, TN 37129

Sincerely,

Jolene Radnoti
Executive Director
615-738-7323

joleneradnoti@readtosucceed.org

READ TO SUCCEED · P.O. Box 12161 · Murfreesboro, TN 37129

Read To Succeed, the community literacy collaborative in Rutherford County, will promote reading, with an emphasis on family literacy. This non-profit initiative supports literacy programs and fosters awareness of the importance of reading. For a complete listing of Council members or information, visit www.readtosucceed.org.

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Non-profit Transit Discount
Department: Transportation – Transit
Presented by: Russ Brashear, Assistant Transportation Director
Requested Council Action:

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

Summary

Provide discount on Bulk Single Ride tickets when purchased by Non-profit Organizations.

Staff Recommendation

Approve 50% discount rate for bulk tickets purchased by Non-Profit organizations in increments of 100.

Background Information

The City currently sells bulk tickets in increments of 25 to several non-profit organizations at a rate of one dollar per ticket. In response to several request, the Transportation Department recommends offering a 50% discount for Non-profit organizations when purchasing single ride tickets in increments of 100.

Council Priorities Served

Expand Infrastructure

Increasing Transit Ridership will help with future growth and expansion to underserved areas.

Fiscal Impact

Based on bulk ticket sales from the past six months the Transportation Department estimates an annual fiscal impact of \$2,300.

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

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
6/18	DH	Hawkins	307-BM	\$57.25	14.99	\$858.18	\$41,829.80

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: SRWTP Vehicle Purchase

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Purchase one Ford F-350 1-ton 4X4 crew cab truck in accordance with the State of Tennessee Statewide Contract 209.

Staff Recommendation

Approve the purchase of the Ford F-350 1-ton 4X4 crew cab truck from Ford of Murfreesboro.

Background Information

There is one vehicle approved in the MWRD's FY22 capital budget under Account 370 – New Equipment - Vehicles for the Stones River Water Treatment Plant. This vehicle is needed to replace the 4x4 crew cab truck reassigned to the Maintenance Supervisor working at the Jordan and Coleman farms.

The vehicle is on the State of Tennessee Statewide Contract 209, Contract Number 64470 with Ford of Murfreesboro.

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

The cost for the referenced vehicle on the State of Tennessee Statewide Contract is in the amount of \$37,699. In addition, the vehicle will be equipped with emergency lights and a two-way radio. The additional equipment is estimated at \$2,000. Therefore, the total amount estimated for the vehicle is \$39,699. Funding for this vehicle in the capital equipment for FY22 at \$40,000. The vehicle is \$300 under budget.

Attachments

Ford of Murfreesboro Quote

Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

SALES QUOTATION

Statewide Contract 209/64470

TO:

City of Murfreesboro

DATE 7/9/2021

F.O.B.

TERMS 30 Days ARO

DELIVERY TBD

NUMBER MUR011

We are pleased to quote you the following:

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	W3B	F-350 Crew Cab 4x4 XLT	\$36,959.00	\$36,959.00
1	OPT	Additional Options	\$740.00	\$740.00
		Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.		
		Total Price	\$37,699.00	\$37,699.00

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



QUOTE SIGNED

July 9, 2021

DATE

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Commercial Painting Inc. Contract Change Order No. 3

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

Painting softening basin drives for Basins No. 1, 2 and 5 that were not originally included in the contract.

Staff Recommendation

Approve Change Order No. 3 for Commercial Painting, Inc. (CPI) in accordance with the Commercial Structures and Facilities Painting contract change order request.

Background Information

In December 2018, MWRD contracted with CIP to repaint the Stones River Water Treatment Plant and Auxiliary Intake Building. The total project cost for the original contract cost was \$1,126,240 allocated over four years. After contract, change order to address additional identified requirements increased the amount by approximately \$40,000.

The Department finds it most cost effective to include the plants softening basins drives, which were not included in the original contract. MWRD requested that CPI provide a quote for painting these drives and include as Change Order No. 3. CPI has provided the change order request to paint the drives in the amount of \$3,000. MWRD and SSR believe that this is a reasonable quote for the stated work. If approved, this would bring the total cost of the contract to \$1,167,063.

Council Priorities Served

Excellent Services with a Focus on Customer Service

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

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

Fiscal Impacts

The additional expense, \$3,000, will be funded by the FY22 capital budget.

Attachments:

Commercial Painting Inc. Contract Change Order No. 3

Commercial Painting, Inc.

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

Murfreesboro Water Resources Department
Change Order Request #03
Third Amendment

Area 6: GAC	\$107,350.00
Area 13: High Service	\$52,150.00
Area 16: Offices	\$80,900.00
Total	\$240,400.00

Change Order description	
Area 5: Basins – Paint existing Drive Units	
Add Cost	<u>\$3,000.00</u>
Revised total for PO	\$243,400.00

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

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

Approved as to form:

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

COMMERICAL PAINTING, INC

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

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Itron Annual Support

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

Itron provides software support for Water Resources Advanced Metering Infrastructure (AMI), both on WRD servers and Software as a Service (SaaS).

Staff Recommendation

Approve annual support for Itron AMI software and SaaS as invoiced.

Background Information

Between December 2015 and June 2017, Murfreesboro Water Resources Department implemented Advanced Metering Infrastructure (AMI). The installation consisted of over 26,000 meters and Electronic Read Transmitters (ERTs), 50+ data repeaters, six data collectors and all corresponding software.

MWRD houses the main application software and consumption data on our VxRail servers. Itron hosts analytics data (for staff and customers) and the leak detection system. Staff uses analytics to review customers' usage when there is a question about consumption. Customers can set up their own portal account to receive usage alerts, set usage budgets, or monitor usage.

As part of their contract, United Software Systems (USS) covered all maintenance for the first five years after installation. WRD is responsible for maintenance beyond that period

Council Priorities Served

Responsible budgeting

Proper maintenance of MWRD AMI software ensures timely and accurate billing to our customers, detection of system leaks, and access to consumption data for customers.

Fiscal Impact

The total cost for annual maintenance is \$43,714. Funding is in the FY22 WRD operating budget.

Attachments

Itron Invoice



(800) 635-5461
www.itron.com

INVOICE

Terms and Conditions:

Absent a written agreement between us to the contrary, the purchase of goods or services described herein is governed by the terms of sale at www.itron.com/termsofsale. Receipt of this document, without written objection within 7 days, constitutes acceptance of these terms.

Invoice Number	593261
Invoice Date	11-JUN-21
Customer Number	81292
Itron Contract No.	SC00007911

TO:	Murfreesboro Water and Sewer Attn: Randy Mccullough 300 NW Broad St Merfreesboro, TN 37130-3543 United States	SEND TO:	Murfreesboro Water and Sewer 300 NW Broad St Merfreesboro, TN 37130-3543 United States
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Regular Invoice

Terms	Customer PO	Contract Term - FROM	Contract term - TO
Net 30		01-JUL-21	30-JUN-22

Billing Period From: 01-JUL-21 To :30-JUN-22

Hosting Services

Product Description
MLOGONLINE - HOSTED
SERVICE 6,000+

Quantity	Taxable Amt	Ext. Amount
1		8,457.91

Serial Number	Start Date	End Date	Amt	Sub Qty
	01-JUL-21	30-JUN-22	8,457.91	1

ITRON ANALYTICS
CUSTOMER PORTAL
SOFTWARE-AS-A-SERVICE

Quantity	Taxable Amt	Ext. Amount
1		5,391.04

Serial Number	Start Date	End Date	Amt	Sub Qty
	01-JUL-21	30-JUN-22	5,391.04	1

Hosting Services Subtotal:

13,848.95

Product Description
ITRON ANALYTICS
SOFTWARE-AS-A-SERVICE

Quantity	Taxable Amt	Ext. Amount
1		29,865.15

Serial Number	Start Date	End Date	Amt	Sub Qty
	01-JUL-21	30-JUN-22	29,865.15	1

29,865.15



(800) 635-5461
www.itron.com

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TO:	Murfreesboro Water and Sewer Attn: Randy Mccullough 300 NW Broad St Merfreesboro, TN 37130-3543 United States	SHIP TO:	Murfreesboro Water and Sewer 300 NW Broad St Merfreesboro, TN 37130-3543 United States
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Terms	Customer PO	Contract Term - FROM	Contract Term - TO
Net 30		01-JUL-21	30-JUN-22

Banking Information: Please Include Your Invoice Number On Check.**Wire payment to:**

Itron, Inc.
Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94105
ABA # 121000248
ACCOUNT # 4375688983

Remit-to:

Itron, Inc.
P.O. Box 200209
Dallas, TX 75320-0209

Subtotal Amount	43,714.10
Tax Amount	0.00
Total Amount	43,714.10
Currency	USD

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Specific Energy Annual Service

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

Renewal of Specific Energy's Pump Asset Management and Optimization System.

Staff Recommendation

Approve sole source procurement of the Specific Energy annual service fee cost in accordance with their quote.

Background Information

The Specific Energy system allows plant operators to select pumps for the specified flow at the lowest energy and operating level. Operating at an efficient level extends a pumps life and defers the expense of replacement. Additionally, the system provides analysis tools that will assist with the design for the High Service Pump Station.

Specific Energy's performance has been beneficial and cost effective.

Council Priorities Served

Responsible budgeting

Software provides operating information that assist MWRD in evaluating and extending the lifespan of equipment, which is a responsible budgeting s responsibly to ensure reliable operation of facilities.

Fiscal Impact

The cost for purchasing the Pump Asset Management and Optimization Software for the High Service Pump Station is \$26,100. Funding will come from reserves. Cost for annual service fees for the High Service Pump Station is \$10,400. This amount will be budgeted in the Annual Operating Budget.

The total cost for annual service fee, including all locations, is \$31,736. Funding is in the FY22 operating budget.

Attachments

Specific Energy Annual Service Fee FY22

Specific Energy

1978 S. Austin Avenue
Georgetown, TX 78626
512-930-9415
www.specificenergy.com



Quote

ADDRESS

Alan Cranford
Murfreesboro Water Resources
Department
PO Box 1477
Murfreesboro, TN 37133

QUOTE # MURF 2021**DATE 05/18/2021**

SALES REP

Mike Bernard

DESCRIPTION	QTY	RATE	AMOUNT
Stones River High Service pumps annual service fee for period from July 1, 2021 - June 30, 2022	1	10,672.00	10,672.00
Lake Raw Water Pump Station annual service fee for period from July 1, 2021 - June 30, 2022	1	6,976.00	6,976.00
River Raw Water Pump Station annual service fee for period from July 1, 2021 - June 30, 2022	1	4,758.00	4,758.00
Stones River Membrane feed pump annual service fee for period September 14, 2021 - June 30, 2022	1	4,547.00	4,547.00
DSO System (5 DSCO) annual service fee for period December 1, 2021 - June 30, 2022	1	4,783.00	4,783.00
TOTAL			USD 31,736.00

Accepted By**Accepted Date**

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Development Agreement Revisions

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Approve of minor revisions to the Departments standard Development Contract as written by the Legal Department.

Staff Recommendation

Approve of the revisions.

Background Information

The original development agreement drafted in 1998 included language that surety, when provided by the Developer, must be provided from a Bank within Rutherford County or surrounding Counties for letters of credit, or must be provided by an Insurance Company licensed to do business in Tennessee for bonds.

This language was omitted when the developer agreement was revised, and staff requests this language be added. Legal has drafted these revisions and they are attached.

Attachments

Revised Development Contract

WATER RESOURCES DEVELOPMENT AGREEMENT

THIS WATER RESOURCES DEVELOPMENT AGREEMENT ("Agreement") by and between the City of Murfreesboro, a Tennessee municipal corporation (the "City"), acting by and through its Water Resources Department (the "Department"), and

(the "Developer") is entered into as of the last signature date to appear below.

Recitals

- A. Developer is improving property that is located at _____ (Project Name), which are designated as tax parcel number(s) _____ (the "Property").
- B. Developer desires that the Murfreesboro Water Resources Department (the "Department") provide some or all of water, sanitary sewer and/or repurified water service ("Services") to the Property.
- C. The Department desires to provide Services to the Property upon its review and acceptance of properly designed and installed infrastructure that the City in its sole discretion determines is adequate and appropriate to properly handle the Services without detrimental impact to other Department customers or to the financial condition of the Department.

Agreement

For and in consideration of the mutual benefits accruing to each party hereinafter set forth, the parties hereto agree as follows:

- 1. **Project Engineering.** Developer will retain the services of a qualified civil engineering consultant licensed in the State of Tennessee to design the water, sanitary sewer or repurified water mainlines and all related facilities (the "Project") for the Development.
 - 1.1 Plans and specifications prepared by Developer's engineer must conform to all applicable statutes, codes, regulations, and criteria, including, but not limited to, the latest edition of: the Department's Standard Specifications for Construction; the Department's Policies, Procedures & General Design Requirements; the State of Tennessee Community Public Water Systems Design Criteria; the State of Tennessee Design Criteria for Sewage Works; and any other requirement applicable to the Project as determined by the City or the State ("Project Standards").
 - 1.2 Developer must coordinate all designs with the Department Engineer and submit the design for review and approval to the Department Engineer for not less than a two-week period for review; provided however, the Department's work load may require additional review time. ***No work may begin on any portion of the Project that pertains to the Services prior to Department review and approval of Developer's required submissions.***

dai-h:\files\w&s\forms\water-sewer-developer-agmt-revised-by-dai.2.docx 7/10/2021 10:54:33 AM #1
z:\public\water & sewer board\2021 water resources board\july\other business\water-sewer-developer-agmt-revised-by-dai.2 (002).docx 7/10/2021 11:02:56 AM #1

Field Code Changed

- 1.3 Submissions for review must be complete and contain at a minimum:
- a. All materials specifically requested by the Department;
 - b. Master plans;
 - c. Engineering reports;
 - d. Preliminary surveys;
 - e. Water, sewer and/or repurified water line plans;
 - f. Detailed site plans, road plans and profiles, storm water facilities and other utilities, including existing or planned water, sewer and/or repurified water infrastructure;
 - g. Sewer line profiles and a detailed survey layout of the water, sewer and repurified water lines which includes the field location of an appropriate benchmark(s), location of sewer manholes, preparation of sewer line cut sheets and water line location alignments;
 - h. Detail sheets;
 - i. Project specifications;
 - j. Hydraulic calculations; and
 - h. Full cost estimates/take-offs.
- 1.4 Developer must timely inform the Department of any material changes to the plans after approval and any field changes which would materially affect the design.
- 1.5 The cost estimates submitted by Developer's engineer, if found to be reasonable by the Department and based on fully completed water, sewer and/or repurified water plans, plus any Department costs, will establish the construction cost portion of the letter of credit, bond, or cash deposit required by Department Policy and Procedures.

2. Construction.

- 2.1 The Department must approve all materials submitted for review including the lay-out, cut sheets and line locations before a Notice to Proceed for Construction begins.
- 2.2 Developer is solely responsible for construction of water, sanitary sewer and/or repurified water lines in conformity with the Standards, the plans and specifications submitted to and approved by the Department; the Department will not accept or connect water, sewer and/or repurified water lines that do not comply with all requirements.
- a. Connections of the new construction to existing water, sanitary sewer and/or repurified water lines may be performed by the Department at the Department's option, the cost of which will be paid by Developer to the Department.
 - b. The Department may require prepayment of estimated costs for labor and materials performed or provided by the Department.

- 2.3 Developer must maintain erosion barriers and take other steps to prevent the erosion and tracking of materials from the site onto adjoining parcels, streams, and public right-of-way.
- 2.4 Additionally, Developer is solely responsible for:
- a. Obtaining all permits from other governmental agencies and utilities; no charge or fee set forth herein incorporates any permit or other fees required by other governmental agencies, utilities, or departments of the City other than the Department;
 - b. Obtaining bids and award of contracts for construction of the accepted design;
 - c. Preparation, verification, approval, and payment of periodic payment requests made by Developer's contractor; and
 - d. Obtaining any off-site easements that may be required.
- 2.5 Developer may be required as a condition for the provision of Services to transfer or provide certain rights to the City, as determined by the Department in its sole discretion, to or over certain portions of the Property.
- a. A portion of the Property may require dedication to the City for public benefit with attendant rights and duties allocated between the parties. The Developer will, at Developer's expense, provide the Department with legal descriptions, exhibits or other title information for any required documents, and such legal documents will be prepared by the City Attorney.
 - b. In addition, the Department will determine the need for easements over portions of the Property. If outside of public right of way, the Developer will, at Developer's expense, provide the Department with legal descriptions, exhibits or other title information for any required easement documents, and such legal documents will be prepared by the City Attorney.
- 2.6 Coordination.
- a. If the Property is located within the service area of Consolidated Utility District ("CUD"), Developer must coordinate all water line design, hydraulics and installation with CUD and submit to the Department acceptable water line designs and hydraulics on an approved scale, with State of Tennessee approvals, prior to this Department accepting any sewer line designs.
 - b. Developer is solely responsible for coordination of its construction activities with other utilities, including other departments of the City, and with any entity that maintains a right to be located within the City's right-of-way.
 - c. Developer is solely responsible for securing approval of the City,

County, or State, as appropriate, for any construction activity that may affect a roadway or right of way, and Developer agrees at all times to properly mark the construction area with barriers, barricades, fences, guards and flagmen as required by the *Manual on Uniform Traffic Control Devices*, Part 6 (“MUTCD”) and undertake any other measure necessary, prudent, or recommended to minimize the danger to the public, all of which are incorporated into and considered by the parties to be part of the Project Standards.

- (1) Developer agrees that on streets which are not barricaded to block all traffic, to place and maintain a drum type barricade as described in MUTCD, stabilized with sand bags, on each manhole cover and/or casting which extends more than two inches above the existing street surface.
- (2) Without limiting Developer’s obligation to conform with all provisions of MUTCD, Developer agrees to place and maintain signs as provided in Part 6 of the MUTCD.

2.7 Statement of Costs. Upon completion of construction and prior to final acceptance by the Department for the purpose of the provision of the Services, the Developer will submit a sworn statement, the form for which will be provided by the Department, of actual costs of labor and materials required for construction, excluding sums previously billed through the Department.

2.8 Warranty.

- a. Construction Warranty. Developer warrants that all water, sewer, and/or re-purified water lines associated with the Project have been designed and constructed in accordance with all applicable Project Standards and that all such lines are free of structural defects and fit for their intended purpose. This warranty shall remain in effect for a period of three years following the date of acceptance by the Department. In the event Developer fails to properly construct the improvements required by the plans approved by the Department and the City or another developer is required to complete the work, Developer’s construction warranty set forth herein will remain effective and joint and several with any subsequent warranties.
- b. Repair Obligation. Developer acknowledges and agrees that, during the three-year Warranty Period, Developer is responsible for any maintenance and repair, regardless of cause, of the water, sewer, and/or re-purified water lines constructed.
 - (1) Developer’s repair warranty does not preclude Developer from seeking indemnification or contribution from any third party that might have damaged the facilities covered by the warranty.

- (2) In the event of a problem requiring correction during the warranty period, or any extension thereof, the Developer's warranty period for the correction may be extended for up to three years from re-inspection approval by the Department following correction.

3. Charges and Fees.

- 3.1 Developer will pay to the Department a fee for the review of the required submittal and any additional submittals in accordance with the fee schedule, attached hereto as Exhibit "A", which is same as TDEC plans review fees.
- 3.2 Developer will pay to the Department all costs in association with the installation of the water service lines and mainline taps that are installed by the Department in accordance with standard charges for similar work customarily charged by the Department.
- 3.3 The Department will inspect the project for compliance with the final plans and specifications and the verification of the quantity of materials installed, and Developer will pay to the Department a fee to cover the costs of the inspection. The inspection fee will be based on actual footage of water, sewer and/or repurified water main installed at a unit charge as established in Exhibit "A".

4. **Surety.** When required, surety will be in the form of an irrevocable letter of credit that may be drawn by presentation to a bank located in Rutherford County or in one of the immediately surrounding counties, a bond issued by an insurance company licensed to do business in Tennessee, or a cash deposit. The form, issuing entity, and all terms of letters of credit and bonds must be acceptable to the City Attorney.

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4.1. Performance Surety. If the Developer desires that the final plat be approved and executed prior to the completion and final acceptance of the Project, Developer must provide to the City surety ~~in the form of an irrevocable letter of credit, bond, or a cash deposit~~ in an amount set by the Department based upon the construction cost estimate, prepared by the Developer's Engineer for the Project, as approved by the Department. The surety shall remain in force through the completion of the work and shall extend for a period of 36 months after the completion of the work, except that the City may release a portion of the surety during the 36 month warranty period established herein; provided however, that the surety retained for such warranty period will not be less than as follows:

1.) If improvements are within a private street or development, where easements will be dedicated, or if the sewer mains are greater than 12 feet deep the surety shall be no less than 25% of the total estimated construction costs if providing a letter of credit or cash, and 35% if providing a bond;

2.) If improvements are within a public street or right of way, the surety shall be no less than 15% of the total estimated construction costs if providing a letter of credit or cash, and 25% if providing a bond; and

3.) In any event, surety shall be no less than \$10,000.

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Field Code Changed

4.21 Critical Construction Surety. At times there will be critical construction performed where surety will be required prior to commencement of construction regardless of whether execution of a final plat is requested. Critical construction items include but are not limited to, highway, railway or stream utility crossings, highway, railway or streamside utility parallelisms, offsite utility improvements through properties not owned by the Developer or through publicly owned right-of-way, offsite and onsite erosion prevention and sediment control best management practices, and offsite and onsite property restoration to the pre-existing condition prior to any construction or disturbing activities. Such surety shall be ~~in the form of an irrevocable letter of credit, bond or cash deposit and shall be~~ provided to the City prior to the Department issuing a Notice to Proceed to start utility construction on the Development. The surety will be 100% of the construction cost estimate prepared by the Developer's Engineer for the Project as approved by the Department ~~construction cost of for~~ those improvements within the critical construction areas.

5. **Insurance.** Developer agrees to provide liability insurance or require the Contractor to provide liability insurance in the minimum amount of \$1,000,000 per occurrence, which will endorse "the City of Murfreesboro and the Murfreesboro Water Resources Department" as additional insureds and require 30-day notice be provided to the City prior to any change in terms or coverage and prior to cancellation for any reason. Developer must deliver proof of insurance with proper endorsement to the City before initiating any construction activity. In the event Developer fails to provide proof of insurance or endorsement of the City as an additional insured, the City may purchase the necessary insurance and charge the cost thereof to the Developer together with an interest at LIBOR + 3% and an administrative fee of 20% of the premium per annum.
6. **Indemnification.** Developer will indemnify, defend, and hold the City, its officials, employees, and contractors harmless for any and all claims arising from or associated with Developer's acts and omissions or those of Developer's engineers, contractors, partners, officers, employees, consultants, agents, invitees, or other affiliates, associates, or permitted or non-permitted parties.
7. **Notice.** Notifications required under this agreement must be sent first class mail or hand delivered to the following addresses and will be deemed to have been delivered upon receipt:

If to the City:

Murfreesboro Water Resources Department
Engineering Annex
220 N.W. Broad Street
P.O. Box 1477
Murfreesboro, TN 37133-1477

If to the Developer (please print):

Contact: _____
Address: _____

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Field Code Changed

Phone: _____
Email: _____

8. Miscellaneous. In the event Developer breaches the terms of this Agreement, Developer agrees to pay reasonable attorney's fees and court costs associated with enforcement of the Agreement. This instrument constitutes the entire agreement of the parties notwithstanding any prior statements, understanding, or agreements, and it may be amended only in writing acknowledged by authorized agents of each of the parties. This Agreement may not be assigned by either party without the express consent of the other and is binding upon the parties hereto, their heirs, successors, and assigns. This Agreement may only be interpreted under and subject to the laws of the State of Tennessee. The venue for resolution of any dispute is solely Rutherford County, Tennessee and the parties hereby waive all rights to a trial by jury. IN WITNESS WHEREOF, the parties sign this Agreement on the day and year last written below.

DEVELOPER

By: _____
Signature

Print Name

Its: _____

Date: _____

CITY OF MURFREESBORO

By: _____
Signature

Print Name

Its: _____

Date: _____

Approved as to form:

Adam F. Tucker, City Attorney

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Field Code Changed

EXHIBIT A

1. Plan Review Fees shall apply to new facilities as well as the expansion or modification of existing facilities. If the submittal includes more than one listed category, the fee will be the sum of the fees listed for each individual category. Review of plans documents will not commence until all fees required by these rules are paid in full. Plan Review Fees shall be as follows:

Sewage Collection Systems:

Collection Lines - \$25.00 per 250 feet or portion thereof of sewage collection line excluding service laterals. Total fee not to exceed \$1,500.

Pumping Stations:

- | | |
|--|--------|
| (i) Design capacity equal to or greater than 5 MGD | \$ 300 |
| (ii) Design capacity equal to or greater than 1 MGD and less than 5 MGD | \$ 200 |
| (iii) Design capacity equal to or greater than 0.075 MGD and less than 1 MGD | \$ 100 |
| (iv) Design capacity less than 0.075 MGD | \$ 50 |

Water Distribution Systems:

Distribution Lines

- | | |
|-----------------------------|------------------------------|
| (i) 1000 feet or less | \$100 |
| (ii) Greater than 1000 feet | \$ 100 + \$.01* ft over 1000 |

2. The Department will charge the Developer a resident inspection fee of \$1.00 per linear foot based on actual footage of potable and repurified water and/or sewer lines installed. The Department will typically inspect the sewer lines twelve (12) to eighteen (18) months after acceptance into the warranty period. The Department may conduct such reinspections as it, in its sole discretion, determines to be reasonably necessary before releasing the warranty surety.

3. The Department will charge the Developer a CCTV video fee of \$1.00 per linear foot based on the actual footage of sewer lines installed.

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Purchase CAT Mulcher Attachment

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Purchase a new CAT mulcher attachment.

Staff Recommendation

Approve the purchase of a mulcher attachment in the amount of \$28,909 from Thompson Machinery.

Background Information

The hydraulic mulcher reduces shrubs and trees into mulched material, making it ideal for clearing easement lines in need of cleaning and televising. We have roughly 74,000 ft of wooded easements that potentially need to be cleared for access. This mulcher is designed for high performance cutting and eliminates the need for multiple pieces of equipment.

Staff located the desired mulcher on the Statewide Contract through Thompson Machinery. (Contract 050609 Title: SWC 219 Highway Maintenance Equipment)

Council Priorities Served

Responsible Budgeting

By purchasing equipment from the Statewide Contract, the department can obtain competitive pricing.

Fiscal Impacts

Funding for the purchase of the compact loader was approved within MWRD's FY 2022 Rate Funded Capital Budget for \$32,000. O&M received a quote of \$28,909 which is under budget by \$3,091.

Attachments:

Thompson Machinery Quote



July 16, 2021

MURFREESBORO WATER & SEWER
1725 S CHURCH ST

MURFREESBORO, TENNESSEE 37128

Dear Valued Customer,

We are pleased to present the following quotation for one new HM418C, equipped as follows:

NEW CAT HM418C MULCHER

72" drum width - 38 Single bolt retention carbide teeth
84" overall width, 8" Max cutting diameter
For use in hardwood applications
INCLUDES: Dual speed motor, Pressure Gauge, Poly chain belt drive,
Adjustable push/guard frame, Diverter Valve,
Hydraulically operated front hood, Hydraulic lines with 3/4"
quick disconnects, case drain line, and 14-pin electrical
harness, mounting brackets and hardware.

WARRANTY

Months:	24
Hours:	2000
Description:	STANDARD WORKTOOL WARRANTY

Purchase Price (plus applicable taxes): \$41,298.57 – CATALOG PRICE

-\$12,389.57 – 30% STATE CONTRACT DISCOUNT – CONTRACT #5069 – LINE ITEM 10 1000172854

\$28,909.00 – TN STATE CONTRACT PRICE AFTER 30% DISCOUNT

Thank you for the opportunity to submit this quotation, which will remain valid for 30 days. Should you have any questions, please feel free to contact me. We look forward to earning your business!

Sincerely,

Brandon Cotter

Sales Representative
Thompson Machinery

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: SRWTP Skid Steer and Equipment Purchase

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

Summary

Purchase one John Deere 325G Compact Track Loader (skid steer) and associated equipment.

Staff Recommendation

Approve the purchase of a John Deere 325G Compact Track Loader and equipment in accordance TriGreen Equipment LLC's quote.

Background Information

MWRD needs a skid steer for use at the water treatment plant, raw intakes, and storage tanks. The skid steer will have a pallet fork, broom, construction bucket and bushhog. The skid steer and equipment will allow staff to maintain the above-mentioned locations better and reduce equipment rental.

The purchase will be under a cooperative agreement. MWRD has reviewed the available contracts and found equipment meeting the Department's specifications available under a Sourcewell contract (No. 032119-JD).

Council Priorities Served

Responsible budgeting

By utilizing the Sourcewell contract, the Department benefits from competitive pricing.

Fiscal Impacts

The cost for the equipment, \$69,028, is funded by the Department's FY22 capital budget.

Attachments

TriGreen Equipment Sales Quote

Quote Summary

Prepared For:

CITY OF MURFREESBORO WATER RESOURCES
5528 SAM JARED DR
MURFREESBORO, TN 37133
Business: 615-848-3222
Mobile: 615-642-6745
STOLER@MURFREESBOROTN.GOV

Prepared By:

Brooks Goodson
TriGreen Equipment LLC
464 Middle Tennessee Blvd
Murfreesboro, TN 37130
Phone: 615-890-6258
Mobile: 662-414-1264
brooksgoodson@trigreen.com

Quote Id: 23889781
Created On: 16 March 2021
Last Modified On: 14 July 2021
Expiration Date: 30 July 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 325G COMPACT TRACK LOADER	\$ 79,034.00	\$ 53,743.12 X	1 =	\$ 53,743.12
JDLink Set Up		\$ 0.00 X	1 =	\$ 0.00
BLUE-DIAMOND PALLET FORK ASSEMBLY HD W/ STEPS 48" 500 - 116816	\$ 0.00	\$ 925.00 X	1 =	\$ 925.00
2021 JOHN DEERE BA72C 72" Angle Broom - 1T0BA72CCM0000237	\$ 7,335.00	\$ 7,500.00 X	1 =	\$ 7,500.00
CID 72" CID X-TREME DUTY SKID STEER BRUSH CU - 260084	\$ 5,000.00	\$ 5,200.00 X	1 =	\$ 5,200.00
JOHN DEERE HD 78 IN CONST BUCKET W EDGE	\$ 1,500.00	\$ 1,660.00 X	1 =	\$ 1,660.00
Equipment Total				\$ 69,028.12

Quote Summary

Equipment Total	\$ 69,028.12
SubTotal	\$ 69,028.12
Est. Service Agreement Tax	\$ 0.00
Total	\$ 69,028.12
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 69,028.12

Salesperson : X _____

Accepted By : X _____

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Amending the Zoning Ordinance
[Second Readings]

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

Amend the Zoning Ordinance regarding townhouses, the RS-A zone, and other miscellaneous topics.

Staff Recommendation

Amend the Zoning Ordinance as requested.

The Planning Commission recommended approval of the Zoning Ordinance amendment.

Background Information

The Planning Department presented a request to amend the Zoning Ordinance [2020-807] pertaining to townhouses, the RS-A zone, and other miscellaneous topics. 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. At its May 19, 2021 meeting, the Planning Commission voted to also recommend approval of several other related minor edits to the Zoning Ordinance. Subsequently, after a review by the Planning and Legal Staffs of a newly-adopted State law pertaining to the regulation of building materials, it was determined that the proposed ordinance amendment was required to be separated into two ordinance amendments. All elements of the proposed amendment pertaining to building materials were placed in a separate ordinance amendment. Council should vote on each attached ordinance separately.

On July 29, 2021 Council held public hearings and approved these ordinances on First Reading.

Council Priorities Served

Maintain Public Safety

In an effort to minimize the extent of fire damage in zoning districts with narrow side setbacks, the proposed ordinance amendment seeks to regulate the primary exterior buildings materials used in such districts (without entirely prohibiting any one material).

Establish Strong City Brand

The proposed ordinance amendment seeks to eliminate a number of existing

inconsistencies and ambiguities in the Zoning Ordinance, making the ordinance more predictable and user-friendly, in keeping with the City's organizational goals to provide excellent customer service.

Attachments:

1. Ordinance 21-O-17
2. Ordinance 21-O-19

ORDINANCE 21-O-17 amending 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 Staff, applicant. [2020-807]

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

SECTION 1. Appendix A, Section 2, Interpretation and Definitions, of the Murfreesboro City Code is hereby amended by deleting the definitions for “Dwelling, Townhouse” and “Dwelling, Zero-Lost Line” and replacing with the following definitions:

“Dwelling, Townhouse: A row of three or more adjoining dwelling units, each of which is separated from the others by one or more unpierced common walls extending from the ground to the roof and have at least two exterior walls. For the purposes of this article, “Dwelling, Townhouse” shall be a type of Single-Family Attached Dwelling and not a type of Multiple-Family Dwelling.

Dwelling, Zero-Lot Line: A dwelling located on a lot in such a manner that one or more sides rests directly on a lot line. For the purposes of this article, “Dwelling, Zero-Lot Line” shall either be a type of Single-Family Attached Dwelling or Single-Family Detached Dwelling.”

SECTION 2. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended by deleting subsection (D) with the following:

(D) Site plans required.

- (1) Council site plan review and approval shall be required for planned developments in accordance with the provisions of Section 13 of this article.
- (2) Planning Commission site plan review and approval shall be required for the following:
 - (a) commercial, industrial, institutional, medical, single-family residential attached townhouse, or multi-family residential developments of any size located within any area where the Planning Commission acts as a design review body;
 - (b) new multi-family residential or single-family residential attached townhouse developments in the RM-12 and RM-16 zoning districts and enlargements of existing multi-family residential or single-family residential attached townhouse developments in the RM-12 and RM-16 zoning districts; and
 - (c) any site plan that includes any off-site traffic, transportation, and/or drainage improvements, whether required by the City or offered by the applicant.
- (3) BZA site plan review and approval shall be required for special permitted uses in accordance with the provisions of Sections 8 and 9 of this article.
- (4) Administrative site plan review and approval shall be required for the following applications regardless of any approval by any other body as provided in this article:
 - (a) all applications for building permits for new construction or enlargement of commercial, industrial, institutional, or medical developments;
 - (b) all applications for building permits for new construction or enlargement of multi-family residential or single-family residential attached townhouse developments except those located in the RM-12 and RM-16 zoning districts;

- (c) all applications for building permits for new construction or enlargement of two-family, three-family, or four-family residential structures;
 - (d) all changes of use or applications for building permits involving a change or occupancy that: will increase the need for parking as defined by this article; will require site improvements in accord with this article or other City codes and/or ordinances; or will include voluntarily proposed site improvements as a function of the change of use;
 - (e) all applications for building permits for additions to residential structures that will increase density;
 - (f) all applications for building permits for construction or alteration of structures located within areas of special flood hazard in accordance with the requirements of Section 34, Floodplain Zoning, of this article; and
 - (g) any other application that the Planning Director deems appropriate for administrative site plan review and approval.
- (5) At the Planning Director's discretion, Planning Commission review and approval shall be required for certain site plans which otherwise qualify for administrative site plan review as described in Section 7(D)(4). The Planning Director may exercise such discretion when:
- (a) the Planning Director determines that the public interest would be better served by requiring Planning Commission review;
 - (b) an applicant wishes to appeal a condition imposed upon a site plan by staff during the administrative site plan review process; or
 - (c) the Planning Director determines an alternative approach to one or more design standards set forth in the Murfreesboro Design Guidelines is warranted.

SECTION 3. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended by revising the Site Plan Review Checklist heading for subsection F. to read:

F. MULTI-FAMILY, SINGLE-FAMILY ATTACHED TOWNHOUSE, AND ZERO-LOT LINE DEVELOPMENTS:

SECTION 4. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended by subsection (E)(3)(a) to read:

- (E)(3)(a) for all applications for building permits for new construction or enlargement of commercial, multi-family, single-family attached townhouse, or industrial developments the same information shall be supplied as required for Planning Commission site plan review as provided in subsection (E)(2) above;

SECTION 5. Appendix A, Section 18, Regulations of General Applicability, of the Murfreesboro City Code is hereby amended at subsection (D)(1)(c) and subsection (D)(2) by deleting each subsection and replacing with the following:

- (D)(1)(c) Multiple-family developments and single-family attached townhouse developments with more than 15 dwelling units shall make provision for solid waste collection through a commercial collection service and to facilitate such service shall: use multiple garbage containers placed in unobstructed enclosures, or on-site dumpsters placed at strategic locations, or on-site garbage compacters placed at strategic locations. A multiple-family development or single-family attached townhouse development with more than 15 units may be approved for City provided solid waste collection services by the City's Planning Director as part of the site review process if:

- [1] The development is in a townhome or condominium format with each dwelling unit having an entrance on the ground floor;

- [2] Each dwelling unit has a location not visible from the public right-of-way for storage of the container;
 - [3] The width of the public streets in the development and the turn radiuses of all corners and cul-de-sacs on the public roads are sufficient for use of the City’s automated side loader collection vehicles;
 - [4] The public street network of the development allows for the automated side loader collection vehicles to service all dwelling units without having to back If the development is approved for City provided solid waste collection services, no provisions for multiple container locations, dumpsters or compactors shall be required.
- (D)(2) In all commercial, multiple family, single-family attached townhouse, industrial, or institutional developments, dumpsters, compactors and major elements for solid waste management: shall be screened and buffered from view from the public right-of-way or adjoining properties; shall be enclosed within a fence or wall; shall be constructed with a concrete pad and apron to support service vehicles; and, shall be accessible to the intended users.

SECTION 6. Appendix A, Section 19, Residential Districts, of the Murfreesboro City Code is hereby amended by deleting the section titled “RS-A, SINGLE-FAMILY ATTACHED” and replacing with the following:

“RS-A, SINGLE-FAMILY ATTACHED

This district is intended to permit the development and maintenance of residential areas characterized by three specific development types:

Type 1: Zero-lot line. Type 1 includes two-unit structures with lots of at least three thousand square feet of lot area per dwelling unit.

Type 2: Suburban Townhouse. Type 2 includes single-family attached developments characterized by multi-unit townhouse structures with lots of least two thousand square feet per dwelling unit. Because Type 2 developments require broad building setbacks and dedicated open space, these developments are appropriate for suburban areas.

Type 3: Urban Townhouse. Type 3 includes single-family attached developments characterized by multi-unit townhouse structures with lots of at least two thousand square feet per dwelling unit. Because Type 3 developments have shallow setback requirements and do not necessitate dedicated open space, these developments are appropriate in urban areas, particularly as infill redevelopment.

Other uses such as single-family detached dwellings, schools, churches, and specified services associated with or compatible with the residential uses allowed in this district are also permitted, some of which are subject to site plan review and approval or the issuance of a special use permit therefore. The uses permitted in this district, the special permit uses that may be allowed in this district, and the uses for which administrative site plan review and approval are required are listed in Chart 1 and its endnotes, unless otherwise regulated in this article. The minimum lot and yard requirements, maximum height, maximum gross dwelling unit density and the land use intensity ratios which govern any use in this district are listed on Chart 2 and its endnotes, unless otherwise regulated in this article.

From and after the effective date of this amendment, all references in the Zoning Ordinance and Zoning Map to “RZ” shall be deemed to refer to “RS-A Type 1”.

SECTION 7. Appendix A, Section 26, Off-Street Parking, Queuing, and Loading, of the Murfreesboro City Code is hereby amended by deleting the last sentence of Section 26(C)(2)(d). (Ed. Note: The sentence deleted is as follows: *Parking spaces within garages for multifamily residential structures that are also classified as single-family attached residential structures (e.g., townhomes) shall be regulated by Section 26(C)(1) (a)[5] of this article.*)

SECTION 8. Appendix A, Chart 1, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby by deleting it in its entirety and substituting in lieu thereof the attached Chart 1.

SECTION 9. Appendix A, Chart 1 Endnotes, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended as follows:

- Delete Chart 1 Endnote 2 and replace it with “Reserved.”
- Add Chart 1 Endnotes 23-28 as follows:

23. Single-Family attached or detached, zero-lot line developments shall be subject to the use and development regulations listed in Section 33 of this article.

24. The RS-A, Type 1 zone shall not permit single-family attached structures consisting of more than two dwelling units. While single-family attached or detached zero-lot line structures (max. 2 units attached) shall be permitted in the RS-A, Type 1 zone, they shall not be permitted in the RS-A, Type 2 or Type 3 zones.

25. Suburban Type townhouses shall be permitted in the RS-A, Type 2 zone but not in the RS-A, Type 1 or Type 3 zones. Suburban Type townhouses may be on one lot of record as a horizontal property regime or on zero-lot line individual lots of record.

26. Urban Type townhouses shall be permitted in the RS-A, Type 3 zone but not in the RS-A, Type 1 or Type 2 zones. Urban Type townhouses may be on one lot of record as a horizontal property regime or on zero-lot line individual lots of record.

27. Single-family detached dwellings shall be permitted by right in all RS-A zones.

28. In the RS-A, Type 2 and RS-A, Type 3 districts, single-family attached townhouse dwellings may be located one lot of record as part of a horizontal property regime or on individual lots of record. In all other districts where townhouses are permitted (with the exception of duly-approved PUD or PRD zones specifically allowing townhouses on individual lots of record), they shall be located on one lot of record as part of a horizontal property regime.

SECTION 10. Appendix A, Chart 2, Minimum Lot Requirements, Minimum Yard Requirements and Land Use Intensity Ratios, of the Murfreesboro City Code

is hereby amended by deleting it in its entirety and substituting in lieu thereof the attached Chart 2.

SECTION 11. Appendix A, Chart 2 Endnotes, Minimum Lot Requirements, Minimum Yard Requirements and Land Use Intensity Ratios, of the Murfreesboro City Code is hereby amended as follows:

- Delete Chart 2 Endnote 2 and replace it and substitute in lieu thereof the following:
 2. Multiple-family developments and single-family attached townhouse developments with more than seventy-five dwelling units shall provide a drive-up external commercial grade garbage compactor for use by a commercial garbage hauler as the preferred means of solid waste management.
- Delete Chart 2 Endnote 10 and replace it with “Reserved.”
- In both Chart 2 Endnotes 26 and 27, add “and single-family residential attached townhouse developments” after “multi-family residential developments.”
- Delete in their entirety Chart 2 Endnotes 28-36 and substitute in lieu thereof Chart 2 Endnotes 28-38 as follows:

28. [Reserved.]
29. In the RS-4, RS-6, RS-8, RD, CM-R, CM-RS-8, OG-R, and CL districts, a garage attached to a single-family detached dwelling shall have a minimum front setback of 35 feet. The remaining portion of the structure shall have a minimum front setback of 25 feet. The driveway of an attached or detached garage for a single-family detached dwelling in the above districts shall have sufficient width and depth to accommodate four vehicles. A single-family detached dwelling unit in the above zoning districts that has no garage shall have a minimum front setback of 35 feet.
30. [Reserved.]
31. [Reserved.]
32. In the RS-A district, a row of Type 2 (Suburban Townhouse) or Type 3 (Urban Townhouse) townhouses shall consist of a minimum of three townhouse units and no more than eight townhouse units or 240 feet of building length, whichever is less.
33. In the RS-A district, Type 2 (Suburban Townhouse), developments shall set aside a minimum of twenty percent of the gross development area as open space. A minimum of five percent of the gross development area shall be designated as formal open space and shall be maintained in perpetuity by the developer and/or Homeowners Association (HOA). A formal open space shall consist of a minimum of 5,000 square feet and may include hardscape improvements, street furnishings, recreational facilities, and amenity structures (i.e. gazebos, arbors, band shells, etc.). The above requirements shall apply to single-family residential attached developments in the RS-A, Type 2 zone but not to single-family residential detached developments. Single-family residential detached developments in the RS-A, Type 2 zone shall be subject to any applicable open space requirements in the Design Guidelines.

34. The following standards shall apply to developments in the RS-A district for Type 3 (Urban Townhouse) developments: (a) When the front setback is less than 30 feet, townhouses shall have a minimum finished floor elevation of eighteen inches above the finished grade located adjacent to the front of the structure. Usable porches/stoops, landscaping, and non-opaque decorative fencing may be used to distinguish between public and private space. (b) Buildings shall be no less than two stories and the maximum building height shall be 45 feet or three stories, whichever is less. However, projections for rooftop patios, such as stairwells and the like, as well as other common rooftop projections such as chimneys, may be allowed up to a maximum height of 55' for three-story buildings. (c) In areas where sidewalk width is equal to or greater than eight feet, and where on-street parking is available in front of the proposed development, townhouses may be constructed to the rear edge of the sidewalk. (d) Off-street parking shall be located to the rear or side of the building and shall be accessed via alleyway or shared driveway. Individual driveways off of a public street shall not be allowed. Front-facing garages or carports shall not be allowed.
35. An application for RS-A zoning shall clearly indicate the development type sought (i.e. Type 1 Zero-Lot Line, Type 2 Suburban Townhouse, or Type 3 Urban Townhouse). If multiple development types are sought for a property, the application shall include a description of the property designated for each development type.
36. Minimum lot area and minimum lot width shall apply to townhouses recorded on individual lots of record. For a townhouse development recorded as a horizontal property regime, the minimum lot area and width requirements shall not apply.
37. Single-family detached dwellings and zero-lot line single-family attached and detached dwellings in the RM-12, RM-16, and RS-A (Type 1, Type 2, and Type 3) zones shall have a minimum front setback of 35'. However, in the event that the requirements in Section 26 of this article are met in order to allow garages to count toward the minimum parking requirements, the minimum front setback may be reduced to 25', as long as the minimum number of parking spaces for each lot are being provided on-site. The reduction to 25' may not be made for individual lots on a "case-by-case basis"; rather, a developer shall request the reduction for an entire subdivision or for an entire section of a subdivision, so that the structures in the development will be constructed in a uniform manner.
38. If there is any conflict between Section 24, Article VI (City Core Overlay District) and the front setback requirements denoted in Chart 1 and its endnotes, Section 24, Article VI (City Core Overlay District) shall prevail.

SECTION 12. Appendix A, Chart 4, Required Off-Street Parking and Queuing Spaces by Use, of the Murfreesboro City Code is hereby amended as follows:

- Change the first entry under "Dwellings" to read "Single-family detached dwellings; single-family detached or attached dwellings, zero-lot line; and two-family dwellings"
- Change the fourth entry under "Dwellings" to read "Single-family attached townhouse dwellings, Urban or Suburban."

SECTION 13. 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:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E51F9401
Adam F. Tucker
City Attorney

SEAL

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

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X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

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USES PERMITTED ³	ZONING DISTRICTS																			
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF ¹⁴	CH	MU	CBD	HI	GI
Tire Manufacture																			X	X
Tobacco Products																			X	X
Toiletries																			X	X
Transportation Equipment																			X	X
Warehousing, Transporting/Distributing ¹⁸																			X	X
TRANSPORTATION AND PUBLIC UTILITIES																				
Bus Terminal or Service Facility																X			X	X
Garbage or Refuse Collection Service																			X	X
Refuse Processing, Treatment, and Storage																			S	
Gas, Electric, Water, Sewerage Production and/or Treatment Facility																			X	X
Landfill ¹⁹																			S	S
Post Office or Postal Facility														X	X	X	X	X	X	X
Telephone or Communication Services															X	X	X	X	X	X
Electric Transmission, Gas Piping, Water Pumping Station	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X
Taxicab Dispatch Station																X			X	X
Freight Terminal, Service Facility																X			X	X
OTHER																				
Advertising Sign																X			X	X
Home Occupations	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹		X			X			
Junkyard																			S	
Recycling center																S			X	X
Self-Service Storage Facility ¹⁶														S	S	X	S		X	X
Wholesale Establishments																X		X	X	X
Temporary Mobile Recycling Center															S	S			S	S

X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

Chart 2

Revised: ??/??/2021

Page 1 of 6

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
RS-15 DISTRICT											
1. Dwellings and other uses permitted	15,000	75 ^[12]	40	12.5	30	35	2.9	none	none	none	25
RS-12 DISTRICT											
1. Dwellings and other uses permitted	12,000	70 ^[12]	35	10	25	35	3.63	none	none	none	25
RS-10 DISTRICT											
1. Dwellings and other uses permitted	10,000	65 ^[12]	35	10	25	35	4.4	none	none	none	25
RS-8 DISTRICT											
1. Dwellings and other uses permitted ^[28]	8,000	55 ^[12]	35 ^{[1][29]}	5 ^[10]	20	35	5.4	none	none	none	30
RS-6 DISTRICT											
1. Dwellings and other uses permitted ^[28]	6,000	50 ^[12]	35 ^{[1][29]}	5	20	35	7.2	none	none	none	50
RS-4 DISTRICT											
1. Dwellings and other uses permitted ^[28]	4,000	40 ^[12]	35 ^{[1][29]}	5	20	35	10.8	none	none	none	40
R-D DISTRICT											
1. Single-family detached dwellings and other uses permitted except ^[28]	8,000	55 ^[12]	35 ^{[1][29]}	5	25	35	5.4	none	none	none	30
2. Two-family dwellings	8,000	55 ^[12]	30 ^[1]	5	25	35	10.9	none	none	none	30
3. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	4,000	27 ^[12]	35 ^[1]	10 ^[7]	25	35	10.9	none	none	none	none

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
RM-12 DISTRICT											
1. Single-family detached dwellings and other uses permitted except ^[28]	7,500	50 ^[12]	35 ^{[1][37]}	5	25	35	5.8	none	none	none	30
2. Two-family dwellings	7,500	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
3. Three-family dwellings	11,250	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
4. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
5. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	3,750	18 ^[12]	35 ^{[1][37]}	10 ^[7]	25	35	11.6	none	none	none	none
6. Multiple-family dwellings and Single-family attached townhouse dwellings ^[30]	FN ^[14]	50 ^[12]	30 ^[1]	FN ^[3]	25	45 ^[11]	FN ^[14]	none	none	FN	none
RM-16 DISTRICT											
1. Single-family detached dwellings and other uses permitted except ^[28]	6,000	50 ^[12]	35 ^{[1][37]}	5	25	35	7.3	none	none	none	35
2. Two-family dwellings	6,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	35
3. Three-family dwellings	9,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	30
4. Four-family dwellings	12,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	30
5. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	3,000	18 ^[12]	35 ^{[1][37]}	10 ^[7]	25	35	14.5	none	none	none	none
6. Multiple-family dwellings and Single-family attached townhouse dwellings ^[30]	FN ^[9]	50 ^[12]	30 ^[1]	FN ^[3]	25	45 ^[11]	FN ^[9]	none	none	FN	none
RS-A DISTRICT^[35]											
1. Single-family detached and single-family attached or detached with zero-lot line (max. 2 units attached) ^{[7][28][31]}	3,000	30 ^[12]	35 ^{[1][37]}	5	20	35	14.5	none	none	none	none
2. Single-family attached townhouse on one lot or individual lots (Suburban Type) ^{[30][32][33]}	2,000 ^[36]	20 ^[36]	35 ^[1]	5	20	35	12	1	0.5	0.25	none
3. Single-family attached townhouse on one lot or individual lots (Urban Type) ^{[30][32][33][34]}	2,000 ^[36]	20 ^[36]	20 ^{[1][34]}	5	20	45 ^[34]	12	1	none	none	none
4. Other uses permitted	6,000	30 ^[12]	30 ^[1]	10	20	35	none	none	none	none	35

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
R-MO DISTRICT 1. Mobile homes	4,000	40 ^[12]	25 ^[1]	10	15	12	10.9	none	none	none	none

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
CM-R DISTRICT											
1. Single-family detached	5,000	50 ^[12]	35 ^{[1][29]}	10	20	35	8.7	none	none	none	none
2. Two-family dwellings	5,000	50 ^[12]	30 ^[1]	10	20	35	16	none	none	none	none
3. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	2,500	30	35 ^[1]	10	20	35	16	none	none	none	none
4. Single-family attached townhouse dwellings ^[30]	2,500	50 ^[12]	30 ^[1]	10	20	35	16 ^[9]	0.3	0.48	0.7	none
5. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25 ^[4]	35	11.6	none	none	none	30
6. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
CM DISTRICT											
1. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
CM-RS-8 DISTRICT											
1. Single-family detached	8,000	50 ^[12]	35 ^{[1][29]}	10	20	35	5.4	none	none	none	none
2. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
OG-R DISTRICT											
1. Offices and other uses except	5,000	50 ^[12]	30 ^[1]	10	20	35	none	0.3	0.28	0.6	none
2. Single-family detached	5,000	50 ^[12]	35 ^{[1][29]}	10	20	35	8.7	none	none	none	none
3. Two-family dwellings	5,000	50 ^[12]	30 ^[1]	10	20	35	17.4	none	none	none	none
4. Three-family dwellings	7,500	50 ^[12]	30 ^[1]	10	20	35	17.4	none	none	none	30
5. Four-family dwellings	12,000	50 ^[12]	30 ^[1]	10	20	35	14.5	none	none	none	30
6. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	2,500	25 ^[12]	35 ^[1]	10	20	35	17.4	none	none	none	none
OG DISTRICT											
1. Offices and other uses	5,000	50 ^[12]	30 ^[1]	10	20	35	none	0.3	0.28	0.6	none

Chart 2

Page 5 of 6

Revised: ??/??/2021

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
CL DISTRICT											
1. All commercial uses except	none	none ^[13]	42	10 ^[6]	20	35	none	none	none	none	none
2. Single-family detached dwellings ^[28]	7,500	50 ^[12]	35 ^{[1][29]}	5	25	35	5.8	none	none	none	30
3. Two-family dwellings	7,500	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
4. Three-family dwellings	11,250	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
5. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
6. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	3,750	18 ^[12]	35 ^[1]	10 ^[7]	25	35	11.6	none	none	none	none
CF DISTRICT											
1. All uses	none	none ^[13]	42	10 ^[15]	20 ^[15]	45	none	none	none	none	none
CH DISTRICT											
1. All uses	none	none ^[13]	42	10 ^[6]	20	75	none	none	none	none	none
MU DISTRICT											
1. Multiple family dwellings	5 acres	100 ^[20]	15 ^[21]	10 ^[22]	20 ^[23]	75	25 ^[24]	none	none	none	none
2. All commercial uses except mixed use	none	100 ^[20]	15 ^[21]	10 ^[22]	20 ^[23]	150	none	none	none	none	none
3. Mixed uses (vertical mix)	none	100 ^[20]	15 ^[21]	10 ^[22]	20 ^[23]	150	25 ^[24]	none	none	none	none
CBD DISTRICT											
1. All uses except	none	none ^[13]	none	none	none	75	none	none	none	none	none
2. Multiple-family dwellings	none	none ^[13]	none	none	none	75	FN ^[8]	none	none	none	none
H-I DISTRICT											
1. All uses	none	50 ^[13]	42	10	20	75	none	none	none	none	none
G-I DISTRICT											
1. All uses	none	50 ^[13]	42	10	20	75	none	none	none	none	none
L-I DISTRICT											
1. All uses	none	50 ^[13]	42	10	20	75	none	none	none	none	none
CU DISTRICT											
1. Single-family detached	10,000	65 ^[12]	35	10	20	35	4.4	none	none	none	25
2. Two-family dwellings	10,000	65 ^[12]	35	10	20	35	8.7	none	none	none	25
3. Three-family dwellings	15,000	65 ^[12]	35	10	20	35	8.7	none	none	none	25
4. Four-family dwellings	20,000	65 ^[12]	35	10	20	35	8.7	none	none	none	25
5. Multiple-family dwellings and Single-family attached townhouse dwellings ^[30]	25,000	65 ^[12]	35	10 ^[3]	20 ^[4]	35	FN ^[9]	0.35	0.45	0.65	none
6. Educational institutions and other uses	25,000	65 ^[12]	35	10	20	35	none	0.3	0.28	0.6	none

[illegible]

ORDINANCE 21-O-19 amending Murfreesboro City Code Appendix A—
Zoning, Chart 2 Endnotes, City of Murfreesboro Planning Staff, applicant.
[2020-807]

WHEREAS, pursuant to Article III, Section 4 (51) of the City’s Charter, the City may regulate the construction and materials of all buildings within the City; and

WHEREAS, Tennessee Code Annotated § 68-120-101, as amended by 2021 Tennessee Laws Pub. Ch. 332 (H.B. 749), additionally authorizes the City, in its function of regulating construction safety standards to adopt a regulation or code pertaining to construction materials by ordinance or resolution, as appropriate; and

WHEREAS, in order to minimize the extent of fire damage in zoning districts with narrow side setbacks, the City desires to exercise its authority regarding building and construction safety by regulating the primary exterior building materials used in such districts without entirely prohibiting any one material; and

WHEREAS, Tennessee Code Annotated § 68-120-101, as amended by 2021 Tennessee Laws Pub. Ch. 332 (H.B. 749), additionally mandates that the consideration of a requirement pertaining to construction materials must be by separate vote.

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

SECTION 1. Appendix A, Chart 2 Endnotes, Minimum Lot Requirements, Minimum Yard Requirements and Land Use Intensity Ratios, of the Murfreesboro City Code is hereby amended by deleting in their entirety Chart 2 Endnotes 28, 30, and 31, and substituting in lieu thereof new Chart 2 Endnotes 28, 30, and 31 as follows:

- 28. In all RS-A districts as well as the RS-4, RS-6, RS-8, RD, RM-12, RM-16, and CL districts, in order to minimize the extent of fire damage on adjacent structures, the facades of single-family detached dwellings shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade. Alternative combinations of exterior materials may be permitted only with the approval of the Planning Director, in consultation with the Building and Codes Director, after a review of the combustibility of the materials.
- 30. In the RM-12, RM-16, CU, CM-R, and RS-A, Type 2 and Type 3 districts, in order to minimize the extent of fire damage on adjacent structures, the facades of townhouse units shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade. Alternative combinations of exterior materials may be permitted only with the approval of the Planning Director, in consultation with the Building and Codes Director, after a review of the combustibility of the materials.

31. In the RD, RM-12, RM-16, CM-R, OG-R, CL, and RS-A, Type 1 districts, in order to minimize the extent of fire damage on adjacent structures, the facades of single-family attached and detached zero-lot line structures (max. 2 units attached) shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade. Alternative combinations of exterior materials may be permitted only with the approval of the Planning Director, in consultation with the Building and Codes Director, after a review of the combustibility of the materials.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Amending the Zoning Ordinance
[Second Readings]

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

Amend the Zoning Ordinance regarding townhouses, the RS-A zone, and other miscellaneous topics.

Staff Recommendation

Amend the Zoning Ordinance as requested.

The Planning Commission recommended approval of the Zoning Ordinance amendment.

Background Information

The Planning Department presented a request to amend the Zoning Ordinance [2020-807] pertaining to townhouses, the RS-A zone, and other miscellaneous topics. 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. At its May 19, 2021 meeting, the Planning Commission voted to also recommend approval of several other related minor edits to the Zoning Ordinance. Subsequently, after a review by the Planning and Legal Staffs of a newly-adopted State law pertaining to the regulation of building materials, it was determined that the proposed ordinance amendment was required to be separated into two ordinance amendments. All elements of the proposed amendment pertaining to building materials were placed in a separate ordinance amendment. Council should vote on each attached ordinance separately.

On July 29, 2021 Council held public hearings and approved these ordinances on First Reading.

Council Priorities Served

Maintain Public Safety

In an effort to minimize the extent of fire damage in zoning districts with narrow side setbacks, the proposed ordinance amendment seeks to regulate the primary exterior buildings materials used in such districts (without entirely prohibiting any one material).

Establish Strong City Brand

The proposed ordinance amendment seeks to eliminate a number of existing

inconsistencies and ambiguities in the Zoning Ordinance, making the ordinance more predictable and user-friendly, in keeping with the City's organizational goals to provide excellent customer service.

Attachments:

1. Ordinance 21-O-17
2. Ordinance 21-O-19

ORDINANCE 21-O-17 amending 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 Staff, applicant. [2020-807]

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

SECTION 1. Appendix A, Section 2, Interpretation and Definitions, of the Murfreesboro City Code is hereby amended by deleting the definitions for “Dwelling, Townhouse” and “Dwelling, Zero-Lost Line” and replacing with the following definitions:

“Dwelling, Townhouse: A row of three or more adjoining dwelling units, each of which is separated from the others by one or more unpierced common walls extending from the ground to the roof and have at least two exterior walls. For the purposes of this article, “Dwelling, Townhouse” shall be a type of Single-Family Attached Dwelling and not a type of Multiple-Family Dwelling.

Dwelling, Zero-Lot Line: A dwelling located on a lot in such a manner that one or more sides rests directly on a lot line. For the purposes of this article, “Dwelling, Zero-Lot Line” shall either be a type of Single-Family Attached Dwelling or Single-Family Detached Dwelling.”

SECTION 2. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended by deleting subsection (D) with the following:

(D) Site plans required.

- (1) Council site plan review and approval shall be required for planned developments in accordance with the provisions of Section 13 of this article.
- (2) Planning Commission site plan review and approval shall be required for the following:
 - (a) commercial, industrial, institutional, medical, single-family residential attached townhouse, or multi-family residential developments of any size located within any area where the Planning Commission acts as a design review body;
 - (b) new multi-family residential or single-family residential attached townhouse developments in the RM-12 and RM-16 zoning districts and enlargements of existing multi-family residential or single-family residential attached townhouse developments in the RM-12 and RM-16 zoning districts; and
 - (c) any site plan that includes any off-site traffic, transportation, and/or drainage improvements, whether required by the City or offered by the applicant.
- (3) BZA site plan review and approval shall be required for special permitted uses in accordance with the provisions of Sections 8 and 9 of this article.
- (4) Administrative site plan review and approval shall be required for the following applications regardless of any approval by any other body as provided in this article:
 - (a) all applications for building permits for new construction or enlargement of commercial, industrial, institutional, or medical developments;
 - (b) all applications for building permits for new construction or enlargement of multi-family residential or single-family residential attached townhouse developments except those located in the RM-12 and RM-16 zoning districts;

- (c) all applications for building permits for new construction or enlargement of two-family, three-family, or four-family residential structures;
 - (d) all changes of use or applications for building permits involving a change or occupancy that: will increase the need for parking as defined by this article; will require site improvements in accord with this article or other City codes and/or ordinances; or will include voluntarily proposed site improvements as a function of the change of use;
 - (e) all applications for building permits for additions to residential structures that will increase density;
 - (f) all applications for building permits for construction or alteration of structures located within areas of special flood hazard in accordance with the requirements of Section 34, Floodplain Zoning, of this article; and
 - (g) any other application that the Planning Director deems appropriate for administrative site plan review and approval.
- (5) At the Planning Director's discretion, Planning Commission review and approval shall be required for certain site plans which otherwise qualify for administrative site plan review as described in Section 7(D)(4). The Planning Director may exercise such discretion when:
- (a) the Planning Director determines that the public interest would be better served by requiring Planning Commission review;
 - (b) an applicant wishes to appeal a condition imposed upon a site plan by staff during the administrative site plan review process; or
 - (c) the Planning Director determines an alternative approach to one or more design standards set forth in the Murfreesboro Design Guidelines is warranted.

SECTION 3. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended by revising the Site Plan Review Checklist heading for subsection F. to read:

F. MULTI-FAMILY, SINGLE-FAMILY ATTACHED TOWNHOUSE, AND ZERO-LOT LINE DEVELOPMENTS:

SECTION 4. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended by subsection (E)(3)(a) to read:

- (E)(3)(a) for all applications for building permits for new construction or enlargement of commercial, multi-family, single-family attached townhouse, or industrial developments the same information shall be supplied as required for Planning Commission site plan review as provided in subsection (E)(2) above;

SECTION 5. Appendix A, Section 18, Regulations of General Applicability, of the Murfreesboro City Code is hereby amended at subsection (D)(1)(c) and subsection (D)(2) by deleting each subsection and replacing with the following:

- (D)(1)(c) Multiple-family developments and single-family attached townhouse developments with more than 15 dwelling units shall make provision for solid waste collection through a commercial collection service and to facilitate such service shall: use multiple garbage containers placed in unobstructed enclosures, or on-site dumpsters placed at strategic locations, or on-site garbage compacters placed at strategic locations. A multiple-family development or single-family attached townhouse development with more than 15 units may be approved for City provided solid waste collection services by the City's Planning Director as part of the site review process if:

- [1] The development is in a townhome or condominium format with each dwelling unit having an entrance on the ground floor;

- [2] Each dwelling unit has a location not visible from the public right-of-way for storage of the container;
 - [3] The width of the public streets in the development and the turn radiuses of all corners and cul-de-sacs on the public roads are sufficient for use of the City’s automated side loader collection vehicles;
 - [4] The public street network of the development allows for the automated side loader collection vehicles to service all dwelling units without having to back. If the development is approved for City provided solid waste collection services, no provisions for multiple container locations, dumpsters or compactors shall be required.
- (D)(2) In all commercial, multiple family, single-family attached townhouse, industrial, or institutional developments, dumpsters, compactors and major elements for solid waste management: shall be screened and buffered from view from the public right-of-way or adjoining properties; shall be enclosed within a fence or wall; shall be constructed with a concrete pad and apron to support service vehicles; and, shall be accessible to the intended users.

SECTION 6. Appendix A, Section 19, Residential Districts, of the Murfreesboro City Code is hereby amended by deleting the section titled “RS-A, SINGLE-FAMILY ATTACHED” and replacing with the following:

“RS-A, SINGLE-FAMILY ATTACHED

This district is intended to permit the development and maintenance of residential areas characterized by three specific development types:

Type 1: Zero-lot line. Type 1 includes two-unit structures with lots of at least three thousand square feet of lot area per dwelling unit.

Type 2: Suburban Townhouse. Type 2 includes single-family attached developments characterized by multi-unit townhouse structures with lots of at least two thousand square feet per dwelling unit. Because Type 2 developments require broad building setbacks and dedicated open space, these developments are appropriate for suburban areas.

Type 3: Urban Townhouse. Type 3 includes single-family attached developments characterized by multi-unit townhouse structures with lots of at least two thousand square feet per dwelling unit. Because Type 3 developments have shallow setback requirements and do not necessitate dedicated open space, these developments are appropriate in urban areas, particularly as infill redevelopment.

Other uses such as single-family detached dwellings, schools, churches, and specified services associated with or compatible with the residential uses allowed in this district are also permitted, some of which are subject to site plan review and approval or the issuance of a special use permit therefore. The uses permitted in this district, the special permit uses that may be allowed in this district, and the uses for which administrative site plan review and approval are required are listed in Chart 1 and its endnotes, unless otherwise regulated in this article. The minimum lot and yard requirements, maximum height, maximum gross dwelling unit density and the land use intensity ratios which govern any use in this district are listed on Chart 2 and its endnotes, unless otherwise regulated in this article.

From and after the effective date of this amendment, all references in the Zoning Ordinance and Zoning Map to “RZ” shall be deemed to refer to “RS-A Type 1”.

SECTION 7. Appendix A, Section 26, Off-Street Parking, Queuing, and Loading, of the Murfreesboro City Code is hereby amended by deleting the last sentence of Section 26(C)(2)(d). (Ed. Note: The sentence deleted is as follows: *Parking spaces within garages for multifamily residential structures that are also classified as single-family attached residential structures (e.g., townhomes) shall be regulated by Section 26(C)(1) (a)[5] of this article.*)

SECTION 8. Appendix A, Chart 1, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby by deleting it in its entirety and substituting in lieu thereof the attached Chart 1.

SECTION 9. Appendix A, Chart 1 Endnotes, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended as follows:

- Delete Chart 1 Endnote 2 and replace it with “Reserved.”
- Add Chart 1 Endnotes 23-28 as follows:

23. Single-Family attached or detached, zero-lot line developments shall be subject to the use and development regulations listed in Section 33 of this article.

24. The RS-A, Type 1 zone shall not permit single-family attached structures consisting of more than two dwelling units. While single-family attached or detached zero-lot line structures (max. 2 units attached) shall be permitted in the RS-A, Type 1 zone, they shall not be permitted in the RS-A, Type 2 or Type 3 zones.

25. Suburban Type townhouses shall be permitted in the RS-A, Type 2 zone but not in the RS-A, Type 1 or Type 3 zones. Suburban Type townhouses may be on one lot of record as a horizontal property regime or on zero-lot line individual lots of record.

26. Urban Type townhouses shall be permitted in the RS-A, Type 3 zone but not in the RS-A, Type 1 or Type 2 zones. Urban Type townhouses may be on one lot of record as a horizontal property regime or on zero-lot line individual lots of record.

27. Single-family detached dwellings shall be permitted by right in all RS-A zones.

28. In the RS-A, Type 2 and RS-A, Type 3 districts, single-family attached townhouse dwellings may be located one lot of record as part of a horizontal property regime or on individual lots of record. In all other districts where townhouses are permitted (with the exception of duly-approved PUD or PRD zones specifically allowing townhouses on individual lots of record), they shall be located on one lot of record as part of a horizontal property regime.

SECTION 10. Appendix A, Chart 2, Minimum Lot Requirements, Minimum Yard Requirements and Land Use Intensity Ratios, of the Murfreesboro City Code

is hereby amended by deleting it in its entirety and substituting in lieu thereof the attached Chart 2.

SECTION 11. Appendix A, Chart 2 Endnotes, Minimum Lot Requirements, Minimum Yard Requirements and Land Use Intensity Ratios, of the Murfreesboro City Code is hereby amended as follows:

- Delete Chart 2 Endnote 2 and replace it and substitute in lieu thereof the following:
 2. Multiple-family developments and single-family attached townhouse developments with more than seventy-five dwelling units shall provide a drive-up external commercial grade garbage compactor for use by a commercial garbage hauler as the preferred means of solid waste management.
- Delete Chart 2 Endnote 10 and replace it with “Reserved.”
- In both Chart 2 Endnotes 26 and 27, add “and single-family residential attached townhouse developments” after “multi-family residential developments.”
- Delete in their entirety Chart 2 Endnotes 28-36 and substitute in lieu thereof Chart 2 Endnotes 28-38 as follows:

28. [Reserved.]
29. In the RS-4, RS-6, RS-8, RD, CM-R, CM-RS-8, OG-R, and CL districts, a garage attached to a single-family detached dwelling shall have a minimum front setback of 35 feet. The remaining portion of the structure shall have a minimum front setback of 25 feet. The driveway of an attached or detached garage for a single-family detached dwelling in the above districts shall have sufficient width and depth to accommodate four vehicles. A single-family detached dwelling unit in the above zoning districts that has no garage shall have a minimum front setback of 35 feet.
30. [Reserved.]
31. [Reserved.]
32. In the RS-A district, a row of Type 2 (Suburban Townhouse) or Type 3 (Urban Townhouse) townhouses shall consist of a minimum of three townhouse units and no more than eight townhouse units or 240 feet of building length, whichever is less.
33. In the RS-A district, Type 2 (Suburban Townhouse), developments shall set aside a minimum of twenty percent of the gross development area as open space. A minimum of five percent of the gross development area shall be designated as formal open space and shall be maintained in perpetuity by the developer and/or Homeowners Association (HOA). A formal open space shall consist of a minimum of 5,000 square feet and may include hardscape improvements, street furnishings, recreational facilities, and amenity structures (i.e. gazebos, arbors, band shells, etc.). The above requirements shall apply to single-family residential attached developments in the RS-A, Type 2 zone but not to single-family residential detached developments. Single-family residential detached developments in the RS-A, Type 2 zone shall be subject to any applicable open space requirements in the Design Guidelines.

34. The following standards shall apply to developments in the RS-A district for Type 3 (Urban Townhouse) developments: (a) When the front setback is less than 30 feet, townhouses shall have a minimum finished floor elevation of eighteen inches above the finished grade located adjacent to the front of the structure. Usable porches/stoops, landscaping, and non-opaque decorative fencing may be used to distinguish between public and private space. (b) Buildings shall be no less than two stories and the maximum building height shall be 45 feet or three stories, whichever is less. However, projections for rooftop patios, such as stairwells and the like, as well as other common rooftop projections such as chimneys, may be allowed up to a maximum height of 55' for three-story buildings. (c) In areas where sidewalk width is equal to or greater than eight feet, and where on-street parking is available in front of the proposed development, townhouses may be constructed to the rear edge of the sidewalk. (d) Off-street parking shall be located to the rear or side of the building and shall be accessed via alleyway or shared driveway. Individual driveways off of a public street shall not be allowed. Front-facing garages or carports shall not be allowed.
35. An application for RS-A zoning shall clearly indicate the development type sought (i.e. Type 1 Zero-Lot Line, Type 2 Suburban Townhouse, or Type 3 Urban Townhouse). If multiple development types are sought for a property, the application shall include a description of the property designated for each development type.
36. Minimum lot area and minimum lot width shall apply to townhouses recorded on individual lots of record. For a townhouse development recorded as a horizontal property regime, the minimum lot area and width requirements shall not apply.
37. Single-family detached dwellings and zero-lot line single-family attached and detached dwellings in the RM-12, RM-16, and RS-A (Type 1, Type 2, and Type 3) zones shall have a minimum front setback of 35'. However, in the event that the requirements in Section 26 of this article are met in order to allow garages to count toward the minimum parking requirements, the minimum front setback may be reduced to 25', as long as the minimum number of parking spaces for each lot are being provided on-site. The reduction to 25' may not be made for individual lots on a "case-by-case basis"; rather, a developer shall request the reduction for an entire subdivision or for an entire section of a subdivision, so that the structures in the development will be constructed in a uniform manner.
38. If there is any conflict between Section 24, Article VI (City Core Overlay District) and the front setback requirements denoted in Chart 1 and its endnotes, Section 24, Article VI (City Core Overlay District) shall prevail.

SECTION 12. Appendix A, Chart 4, Required Off-Street Parking and Queuing Spaces by Use, of the Murfreesboro City Code is hereby amended as follows:

- Change the first entry under "Dwellings" to read "Single-family detached dwellings; single-family detached or attached dwellings, zero-lot line; and two-family dwellings"
- Change the fourth entry under "Dwellings" to read "Single-family attached townhouse dwellings, Urban or Suburban."

SECTION 13. 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:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

43A2035E51F9401
Adam F. Tucker
City Attorney

SEAL

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

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[illegible]

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USES PERMITTED ³	ZONING DISTRICTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

USES PERMITTED ³	ZONING DISTRICTS																									
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF ¹⁴	CH	MU	CBD	HI	GI	LI	CM-RS-8	CM-R	CM	CU	P
Veterinary Office												X	X	X	X	X	X		X	X	X		X			
Veterinary Clinic															X	X	X		X	X	X		X			
Veterinary Hospital																X	X		X	X	X					
Vehicle Sales (Non-Motorized)																X	X		X	X	X					
Vehicle Wash														X		X	X		X	X	X					
Video Rental															X	X	X	X	X	X	X					
Wholesaling																	X	X	X	X	X					
Wireless Telecommunications Towers, Antennas ¹⁷	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Wrecker Service, Wrecker Storage Yard ¹²																X			X	X	X					
INDUSTRIAL																										
Manufacture, Storage, Distribution of:																										
Abrasive Products																			X	X						
Alcoholic Beverage Manufacture																			X ²⁰	X ²⁰						
Asbestos Products																			S							
Automobile Dismantlers and Recyclers ⁷																			S ⁷							
Automobile Manufacture																			X	X						
Automobile Parts and Components Manufacture																			X	X						
Automobile Seats Manufacture																			X	X						
Bakery Goods, Candy																			X	X	X					
Boat Manufacture																			X	X						
Bottling Works																			X	X	X					
Brewery																			X	X						
Canned Goods																			X	X						
Chemicals																			X							
Composting Facility																			S						S	
Contractor's Storage, Indoor																X		X	X	X	X					
Contractor's Yard or Storage, Outdoor																X		X	X	X	X					
Cosmetics																			X	X	X					
Custom Wood Products																		X	X	X	X					
Electrical or Electronic Equipment, Appliances, and Instruments																			X	X	X					
Fabricated Metal Products and Machinery																			X	X	X					
Fertilizer																			X							
Food and Beverage Products except animal slaughter, stockyards, rendering, and brewery																			X	X	X					

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USES PERMITTED ³	ZONING DISTRICTS																			
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF ¹⁴	CH	MU	CBD	HI	GI
Tire Manufacture																			X	X
Tobacco Products																			X	X
Toiletries																			X	X
Transportation Equipment																			X	X
Warehousing, Transporting/Distributing ¹⁸																			X	X
TRANSPORTATION AND PUBLIC UTILITIES																				
Bus Terminal or Service Facility																X			X	X
Garbage or Refuse Collection Service																			X	X
Refuse Processing, Treatment, and Storage																			S	
Gas, Electric, Water, Sewerage Production and/or Treatment Facility																			X	X
Landfill ¹⁹																			S	S
Post Office or Postal Facility														X	X	X	X	X	X	X
Telephone or Communication Services															X	X	X	X	X	X
Electric Transmission, Gas Piping, Water Pumping Station	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X
Taxicab Dispatch Station															X				X	X
Freight Terminal, Service Facility															X				X	X
OTHER																				
Advertising Sign																X			X	X
Home Occupations	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹		X			X			
Junkyard																			S	
Recycling center																S			X	X
Self-Service Storage Facility ¹⁶														S	S	X	S		X	X
Wholesale Establishments																X		X	X	X
Temporary Mobile Recycling Center															S	S			S	S

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Chart 2

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Page 1 of 6

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
RS-15 DISTRICT											
1. Dwellings and other uses permitted	15,000	75 ^[12]	40	12.5	30	35	2.9	none	none	none	25
RS-12 DISTRICT											
1. Dwellings and other uses permitted	12,000	70 ^[12]	35	10	25	35	3.63	none	none	none	25
RS-10 DISTRICT											
1. Dwellings and other uses permitted	10,000	65 ^[12]	35	10	25	35	4.4	none	none	none	25
RS-8 DISTRICT											
1. Dwellings and other uses permitted ^[28]	8,000	55 ^[12]	35 ^{[1][29]}	5 ^[10]	20	35	5.4	none	none	none	30
RS-6 DISTRICT											
1. Dwellings and other uses permitted ^[28]	6,000	50 ^[12]	35 ^{[1][29]}	5	20	35	7.2	none	none	none	50
RS-4 DISTRICT											
1. Dwellings and other uses permitted ^[28]	4,000	40 ^[12]	35 ^{[1][29]}	5	20	35	10.8	none	none	none	40
R-D DISTRICT											
1. Single-family detached dwellings and other uses permitted except ^[28]	8,000	55 ^[12]	35 ^{[1][29]}	5	25	35	5.4	none	none	none	30
2. Two-family dwellings	8,000	55 ^[12]	30 ^[1]	5	25	35	10.9	none	none	none	30
3. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	4,000	27 ^[12]	35 ^[1]	10 ^[7]	25	35	10.9	none	none	none	none

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
RM-12 DISTRICT											
1. Single-family detached dwellings and other uses permitted except ^[28]	7,500	50 ^[12]	35 ^{[1][37]}	5	25	35	5.8	none	none	none	30
2. Two-family dwellings	7,500	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
3. Three-family dwellings	11,250	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
4. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
5. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	3,750	18 ^[12]	35 ^{[1][37]}	10 ^[7]	25	35	11.6	none	none	none	none
6. Multiple-family dwellings and Single-family attached townhouse dwellings ^[30]	FN ^[14]	50 ^[12]	30 ^[1]	FN ^[3]	25	45 ^[11]	FN ^[14]	none	none	FN	none
RM-16 DISTRICT											
1. Single-family detached dwellings and other uses permitted except ^[28]	6,000	50 ^[12]	35 ^{[1][37]}	5	25	35	7.3	none	none	none	35
2. Two-family dwellings	6,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	35
3. Three-family dwellings	9,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	30
4. Four-family dwellings	12,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	30
5. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	3,000	18 ^[12]	35 ^{[1][37]}	10 ^[7]	25	35	14.5	none	none	none	none
6. Multiple-family dwellings and Single-family attached townhouse dwellings ^[30]	FN ^[9]	50 ^[12]	30 ^[1]	FN ^[3]	25	45 ^[11]	FN ^[9]	none	none	FN	none
RS-A DISTRICT^[35]											
1. Single-family detached and single-family attached or detached with zero-lot line (max. 2 units attached) ^{[7][28][31]}	3,000	30 ^[12]	35 ^{[1][37]}	5	20	35	14.5	none	none	none	none
2. Single-family attached townhouse on one lot or individual lots (Suburban Type) ^{[30][32][33]}	2,000 ^[36]	20 ^[36]	35 ^[1]	5	20	35	12	1	0.5	0.25	none
3. Single-family attached townhouse on one lot or individual lots (Urban Type) ^{[30][32][33][34]}	2,000 ^[36]	20 ^[36]	20 ^{[1][34]}	5	20	45 ^[34]	12	1	none	none	none
4. Other uses permitted	6,000	30 ^[12]	30 ^[1]	10	20	35	none	none	none	none	35

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
R-MO DISTRICT 1. Mobile homes	4,000	40 ^[12]	25 ^[1]	10	15	12	10.9	none	none	none	none

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
CM-R DISTRICT											
1. Single-family detached	5,000	50 ^[12]	35 ^{[1][29]}	10	20	35	8.7	none	none	none	none
2. Two-family dwellings	5,000	50 ^[12]	30 ^[1]	10	20	35	16	none	none	none	none
3. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	2,500	30	35 ^[1]	10	20	35	16	none	none	none	none
4. Single-family attached townhouse dwellings ^[30]	2,500	50 ^[12]	30 ^[1]	10	20	35	16 ^[9]	0.3	0.48	0.7	none
5. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25 ^[4]	35	11.6	none	none	none	30
6. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
CM DISTRICT											
1. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
CM-RS-8 DISTRICT											
1. Single-family detached	8,000	50 ^[12]	35 ^{[1][29]}	10	20	35	5.4	none	none	none	none
2. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
OG-R DISTRICT											
1. Offices and other uses except	5,000	50 ^[12]	30 ^[1]	10	20	35	none	0.3	0.28	0.6	none
2. Single-family detached	5,000	50 ^[12]	35 ^{[1][29]}	10	20	35	8.7	none	none	none	none
3. Two-family dwellings	5,000	50 ^[12]	30 ^[1]	10	20	35	17.4	none	none	none	none
4. Three-family dwellings	7,500	50 ^[12]	30 ^[1]	10	20	35	17.4	none	none	none	30
5. Four-family dwellings	12,000	50 ^[12]	30 ^[1]	10	20	35	14.5	none	none	none	30
6. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	2,500	25 ^[12]	35 ^[1]	10	20	35	17.4	none	none	none	none
OG DISTRICT											
1. Offices and other uses	5,000	50 ^[12]	30 ^[1]	10	20	35	none	0.3	0.28	0.6	none

Chart 2

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Revised: ??/??/2021

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
CL DISTRICT											
1. All commercial uses except	none	none ^[13]	42	10 ^[6]	20	35	none	none	none	none	none
2. Single-family detached dwellings ^[28]	7,500	50 ^[12]	35 ^{[1][29]}	5	25	35	5.8	none	none	none	30
3. Two-family dwellings	7,500	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
4. Three-family dwellings	11,250	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
5. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
6. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	3,750	18 ^[12]	35 ^[1]	10 ^[7]	25	35	11.6	none	none	none	none
CF DISTRICT											
1. All uses	none	none ^[13]	42	10 ^[15]	20 ^[15]	45	none	none	none	none	none
CH DISTRICT											
1. All uses	none	none ^[13]	42	10 ^[6]	20	75	none	none	none	none	none
MU DISTRICT											
1. Multiple family dwellings	5 acres	100 ^[20]	15 ^[21]	10 ^[22]	20 ^[23]	75	25 ^[24]	none	none	none	none
2. All commercial uses except mixed use	none	100 ^[20]	15 ^[21]	10 ^[22]	20 ^[23]	150	none	none	none	none	none
3. Mixed uses (vertical mix)	none	100 ^[20]	15 ^[21]	10 ^[22]	20 ^[23]	150	25 ^[24]	none	none	none	none
CBD DISTRICT											
1. All uses except	none	none ^[13]	none	none	none	75	none	none	none	none	none
2. Multiple-family dwellings	none	none ^[13]	none	none	none	75	FN ^[8]	none	none	none	none
H-I DISTRICT											
1. All uses	none	50 ^[13]	42	10	20	75	none	none	none	none	none
G-I DISTRICT											
1. All uses	none	50 ^[13]	42	10	20	75	none	none	none	none	none
L-I DISTRICT											
1. All uses	none	50 ^[13]	42	10	20	75	none	none	none	none	none
CU DISTRICT											
1. Single-family detached	10,000	65 ^[12]	35	10	20	35	4.4	none	none	none	25
2. Two-family dwellings	10,000	65 ^[12]	35	10	20	35	8.7	none	none	none	25
3. Three-family dwellings	15,000	65 ^[12]	35	10	20	35	8.7	none	none	none	25
4. Four-family dwellings	20,000	65 ^[12]	35	10	20	35	8.7	none	none	none	25
5. Multiple-family dwellings and Single-family attached townhouse dwellings ^[30]	25,000	65 ^[12]	35	10 ^[3]	20 ^[4]	35	FN ^[9]	0.35	0.45	0.65	none
6. Educational institutions and other uses	25,000	65 ^[12]	35	10	20	35	none	0.3	0.28	0.6	none

[illegible]

ORDINANCE 21-O-19 amending Murfreesboro City Code Appendix A—
Zoning, Chart 2 Endnotes, City of Murfreesboro Planning Staff, applicant.
[2020-807]

WHEREAS, pursuant to Article III, Section 4 (51) of the City’s Charter, the City may regulate the construction and materials of all buildings within the City; and

WHEREAS, Tennessee Code Annotated § 68-120-101, as amended by 2021 Tennessee Laws Pub. Ch. 332 (H.B. 749), additionally authorizes the City, in its function of regulating construction safety standards to adopt a regulation or code pertaining to construction materials by ordinance or resolution, as appropriate; and

WHEREAS, in order to minimize the extent of fire damage in zoning districts with narrow side setbacks, the City desires to exercise its authority regarding building and construction safety by regulating the primary exterior building materials used in such districts without entirely prohibiting any one material; and

WHEREAS, Tennessee Code Annotated § 68-120-101, as amended by 2021 Tennessee Laws Pub. Ch. 332 (H.B. 749), additionally mandates that the consideration of a requirement pertaining to construction materials must be by separate vote.

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

SECTION 1. Appendix A, Chart 2 Endnotes, Minimum Lot Requirements, Minimum Yard Requirements and Land Use Intensity Ratios, of the Murfreesboro City Code is hereby amended by deleting in their entirety Chart 2 Endnotes 28, 30, and 31, and substituting in lieu thereof new Chart 2 Endnotes 28, 30, and 31 as follows:

- 28. In all RS-A districts as well as the RS-4, RS-6, RS-8, RD, RM-12, RM-16, and CL districts, in order to minimize the extent of fire damage on adjacent structures, the facades of single-family detached dwellings shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade. Alternative combinations of exterior materials may be permitted only with the approval of the Planning Director, in consultation with the Building and Codes Director, after a review of the combustibility of the materials.
- 30. In the RM-12, RM-16, CU, CM-R, and RS-A, Type 2 and Type 3 districts, in order to minimize the extent of fire damage on adjacent structures, the facades of townhouse units shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade. Alternative combinations of exterior materials may be permitted only with the approval of the Planning Director, in consultation with the Building and Codes Director, after a review of the combustibility of the materials.

31. In the RD, RM-12, RM-16, CM-R, OG-R, CL, and RS-A, Type 1 districts, in order to minimize the extent of fire damage on adjacent structures, the facades of single-family attached and detached zero-lot line structures (max. 2 units attached) shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade. Alternative combinations of exterior materials may be permitted only with the approval of the Planning Director, in consultation with the Building and Codes Director, after a review of the combustibility of the materials.

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

Passed:

1st reading _____

2nd reading _____

ATTEST:

Jennifer Brown
City Recorder

Shane McFarland, Mayor

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Zoning for property located along Elam Road
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Zoning of approximately 39 acres located along Elam Road south of Joe B Jackson Parkway.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Laurel H. Maples presented to the City a zoning application [2021-408] for approximately 39 acres located along Elam Road to be zoned G-I (General Industrial District) simultaneous with annexation. During its regular meeting on June 2, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On July 29, 2021 Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable industrial development, potentially generating sales tax revenues for the City and employment opportunities for the community.

Attachments:

Ordinance 21-OZ-21

ORDINANCE 21-OZ-21 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 39 acres located along Elam Road as General Industrial (G-I) District simultaneous with annexation; Laurel H. Maples, applicant(s) [2021-408].

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 zone the territory indicated on the attached map.

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved as General Industrial (G-I) District and District and 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:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

Ordinance 21-OZ-21

City Limits

Area Zoned G-I
Simultaneous with Annexation

ELAM RD



COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Rezoning property along North Tennessee Boulevard
[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 17.26 acres located along the west side of North Tennessee Boulevard north of East Northfield Boulevard.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

CREI-MTSU, LLC presented a zoning application [2021-409] for approximately 17.26 acres located along the west side of North Tennessee Boulevard to be rezoned from RM-16 (Multi-Family Residential District 16) and OG (General Office District) to PRD (Planned Residential District). During its regular meeting on June 2, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On July 29, 2021 Council held a public hearing and approved this matter on First Reading.

Council Priorities Served

Improve Economic Development

This rezoning will enable the remodel and reconfiguration of an existing apartment complex in need of repair to ensure its future viability and to eliminate potential blight.

Attachments:

Ordinance 21-OZ-22

ORDINANCE 21-OZ-22 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 17.26 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); CREI-MTSU, LLC, applicant(s) [2021-409].

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 Residential Development (PRD) 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:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL



P

Ordinance 21-OZ-22

Area rezoned
from OG to PRD

Area rezoned
from RM-16 to PRD

RS-15

PRD

PRD

RM-16

CF

CF

RM-12

RM-12

RM-12

R-MO

RM-16

RM-16

RM-16

CL

CH

CM

RS-15

PRD



RS-15 RS-15

RS-12

RS-15

RS-12

RS-15

RS-12

OG

RS-12

RS-12

RS-A1

ALEXANDER BLVD

MOSAIC TRL

NORTH TENNESSEE BLVD

NORTH TENNESSEE BLVD

E NORTHEIELD BLVD

BRADBERRY DR

CF

R-MO

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Rezoning property along Leaf Avenue
[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 0.33 acres located along the west side of Leaf Avenue south of East Clark Boulevard.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

BNA Homes, LLC presented a zoning application [2021-410] for approximately 0.33 acres located along the west side of Leaf Avenue to be rezoned from RS-10 (Single-Family Residential District 10) to PRD (Planned Residential District). During its regular meeting on June 2, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On July 29, 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-23

ORDINANCE 21-OZ-23 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to 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].

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 Residential Development (PRD) 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:

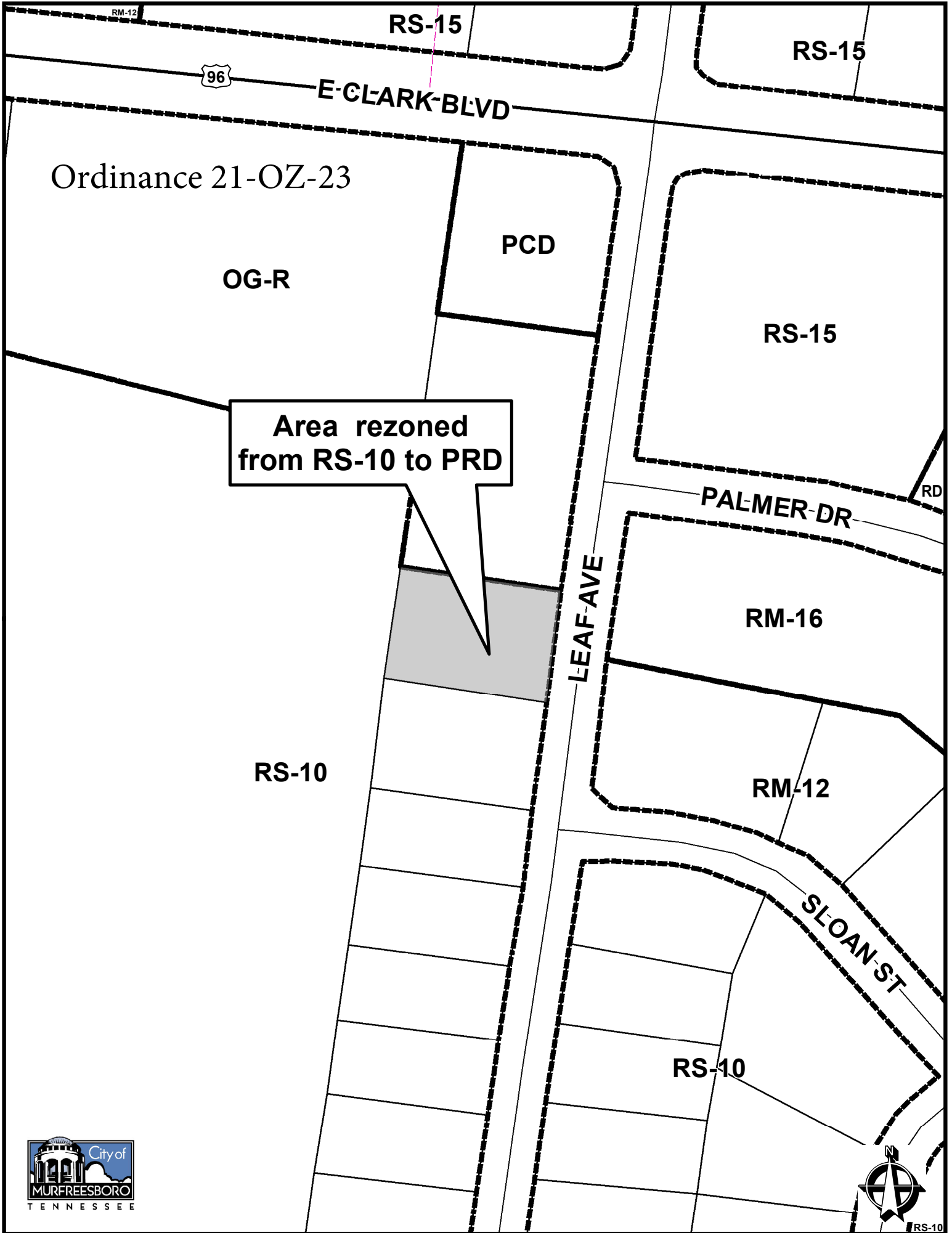
APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Rezoning property along East Vine Street
[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 0.15 acres located along the south side of East Vine Street west of South Bilbro Avenue.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

BNA Homes, LLC presented a zoning application [2021-411] for approximately 0.15 acres located along the south side of East Vine Street to be rezoned from RS-8 (Single-Family Residential District 8) and CCO (City Core Overlay District) to PRD (Planned Residential District) and CCO. During its regular meeting on June 2, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On July 29, 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.

Establish Strong City Brand

This rezoning will enable reinvestment and redevelopment in the City's downtown, which will strengthen the identity of downtown Murfreesboro as a place to live, work, and play.

Attachments:

Ordinance 21-OZ-24

ORDINANCE 21-OZ-24 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to 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].

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 Residential Development (PRD) District and City Core Overlay (CCO) 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:

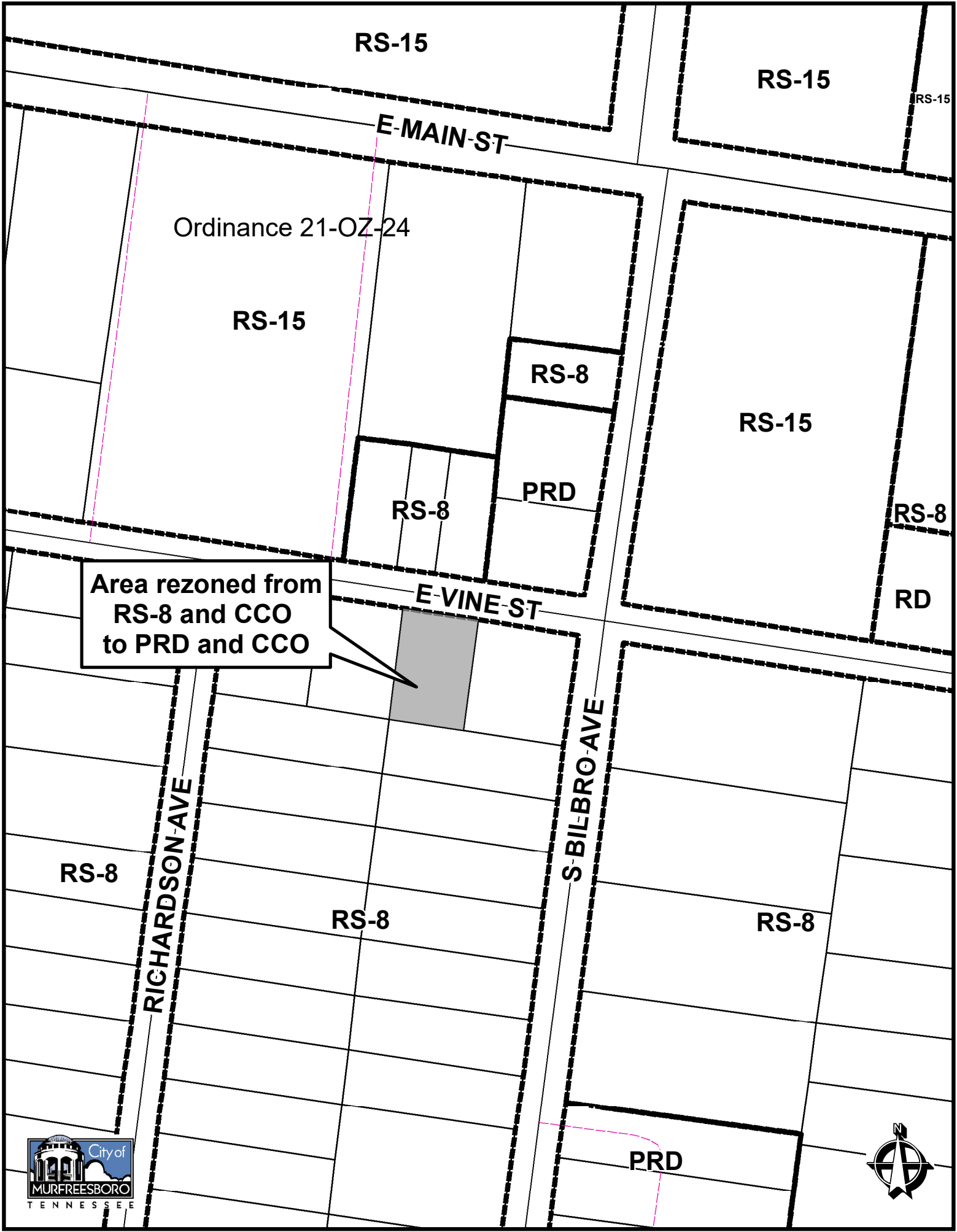
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51E9401
Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Updates to Employee Handbook Policy 5003.5, Public Safety Compensation

Department: Human Resources

Presented by: Randolph Wilkerson, Assistant Human Resources 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

Clarification of Handbook Policy 5003.5 regarding compensation for Public Safety positions.

Background Information

Policy 5003.5 addresses the variation of Public Safety compensation from General Fund positions covered by Policy 5003. The Policy statement section has been restated to clarify the statement and conform with Handbook policies. Section 2.1 and 2.2 were updated to address Police and Fire trainees moving from Trainee positions to Police Officer and Firefighter respectively. Section 2.3 and 2.4 was updated to reflect the prospect of experience credit after successful completion of training.

Council Priorities Served

Responsible budgeting

Adherence to Employee Handbook policies that apply to compensation assures that the funds appropriated for salaries are handled reasonably.

Fiscal Impact

None

Attachments

Employee Handbook Section 5003.5 Public Safety Compensation

EMPLOYEE HANDBOOK**Section No: 5003.5****Subject: Public Safety Compensation****Effective Date: 08/05/2021**

1. Public Safety Compensation Purpose and Policy

- 1.1 This policy shall apply to all sworn and certified members of the Police Department, Fire Rescue Department, and Emergency Communications division.
- 1.2 The Public Safety Pay and Compensation plan is designed to provide a logical sequence for employees to move through ranks or in positions within each department and will directly correlate with the Fire and Rescue Department Succession Management Plan and the Police Department General Orders.
- 1.3 Council adopts an annual a budget that incorporates employee salaries. The City Manager implements this budget through the City's pay plan, which City complies with applicable federal laws including the Fair Labor Standards Act and the Equal Pay Act.
- 1.4 Notwithstanding Council's adoption or use of a plan, employees have no vested right or entitlement to a compensation plan, a specific salary amount, a salary adjustment, or a step increase.
- 1.5 Salary adjustments may be made on an annual basis simultaneous with and as part of the adoption of the City's budget or may be made during the course of the fiscal year, which may be done with or without a budget amendment depending on the fiscal impact of the adjustments.

2. Salary Upon Hiring**2.1 Police**

- a. Police Trainee: An employee hired as a Police Trainee will be initially placed in "Police Trainee" Step 1 of the Police pay plan. After successful completion of certification requirements and release from the training program to perform solo duties, the employee will be placed in "Police Officer" Step 1.
- b. Police Officer: An employee hired as a Police Officer will be initially placed in "Police Officer" Step 1 of the Police pay plan. After the completion all training and certification requirements and release from the training program to perform solo duties, consideration may be given to placing individuals with prior job experience at a higher step in the pay plan. The Chief, in consultation with Human Resources Director, will submit criteria for placing these individuals at a higher step in the pay plan to the City Manager for approval.
- c. If an employee is hired after April 1st, the employee will not be eligible for a step increase at the beginning of the following fiscal year.

2.2 Fire Rescue

- a. Fire Trainees: An employee hired into Step 1 will move to Firefighter Step 1 after successful completion of recruiting training, certification requirements for Firefighter, and following a minimum of six months of service from hire date. Fire Trainees that fail to meet certification requirements to advance to Firefighter within one (1) year of date of hire will not be retained.
- b. Firefighter: An employee hired as a Firefighter or moved from Trainee to Firefighter will be placed in Firefighter Step 1 of the Fire pay plan; if the employee is hired or placed as Firefighter after April 1st, the employee will not be eligible to move to step 2 at the beginning of the following fiscal year.

2.3 Emergency Communications

- a. An employee hired as a Communications Specialist will be initially placed in Step 1 of the Emergency Communications pay plan. After the completion all training and certification requirements and release from the training program to perform solo duties, consideration may be given to placing individuals with prior job experience at a higher step in the pay plan. The Chief, in consultation with Human Resources Director, will submit criteria for placing these individuals at a higher step in the pay plan to the City Manager for approval.
- b. If an employee is hired after April 1st will not be eligible for a step increase at the beginning of the following fiscal year.

2.4 All efforts will be made within all Public Safety departments to promote qualified personnel from within the organization. On rare occasions, the hiring of experienced external candidates into Supervisory or Command Staff level positions may be necessary. Hiring of an employee above the rank of Communications Specialist, Fire Trainee, Firefighter, Police Trainee, or Police Officer must be approved by the City Manager.

- a. The Chief, in consultation of the Human Resources Director, will recommend to the City Manager the experience of the candidate and recommended placement into the pay plan.

3. Salary Upon Promotion

Employees in all Public Safety departments will be promoted according to departmental succession management and promotional policies. Newly promoted employees shall receive two (2) step increases from their current pay step or to the minimum step of the promotional position, whichever is greater.

4. Salary Upon Demotion

Employees receiving a demotion (disciplinary or voluntary) shall receive a decrease of two steps or a decrease to the top step of the new position if the employee's salary is above the top step of the position.

5. Transfer Assignments

Employees that transfer out of their existing step plan either voluntarily or as an accommodation, will be initially placed at the first step of the new position. If the transfer assignment is within public safety the department head will review the employees experience for the position and place them at a step no greater than the top out range of the new position. If the transfer is outside the Public Safety Compensation policy, experience credit will be reviewed based on existing city policy.

6. Topped-out Employees

If an employee's base salary is equal to or greater than the maximum step for the position held, no increase will be made to the employee's rate of pay until the top step of the position is adjusted.

7. Salary Supplements

- 7.1 The City budget may appropriate funds for salary supplements that will be paid to employees holding specific assignments requiring a designated skill, function, or certification that is not held or performed by all other employees within the same salary schedule. Not all additional assignments and functions are eligible for salary supplements.
- 7.2 Salary supplements are paid as a part of the employee's compensation for all wage-related purposes (*e.g.*, overtime, Social Security withholding, pension, retirement, disability, or workers' compensation benefits). Because payment of a salary supplement is in addition to the salary for the primary job task, when an employee is assigned to perform a task or achieves a skill eligible for a salary supplement, the salary supplement shall not be deemed to be a promotion for personnel administration purposes (*e.g.*, drug and alcohol testing, probationary year or quarterly evaluations).
- 7.2 Salary supplements are based on the skill or function performed and are not applicable and will not be paid when an individual is no longer assigned to perform the skill or function, provided, however, that an employee receiving a salary supplement as a training officer will continue to receive the supplement while the employee holds a training officer assignment regardless of whether a trainee is assigned to the employee.
- 7.2 Payment of a salary supplement is not a promotion, and cessation of payment of a salary supplement is not a demotion, regardless of the process used to select employees for an assignment that is accompanied by a salary supplement. Likewise, the termination of a training officer assignment may not to be deemed a demotion or adverse employment decision and does not require disciplinary proceedings.

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Retail Liquor Certificate of Compliance – Joe B Liquors

Department: Finance

Presented by: Jennifer Brown

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

Information pertaining to the issuance of a certificate of compliance for a retail liquor store.

Background Information

State law requires that an applicant for retail liquor stores obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission's licensing process. Compliance for the certificate is based only on the applicant's criminal background information and that the location complies with local zoning ordinances and distance requirements.

A certificate of compliance is requested by Niravkumar Patel for the Joe B Liquors at 1516 Joe B. Jackson Parkway, which is a new location for retail liquor store. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

The City's role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to operate as a retail liquor store, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

Attachments

Summary of Request for Certificate of Compliance for Retail Liquor Store

City of Murfreesboro

Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name	Niravkumar Patel
Age	30
Home Address	1516 Joe B. Jackson Parkway
Residency City/State	Murfreesboro, TN
Race/Sex	Asian/M
Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

Name of Business	Wine & Liquor Palace
Business Location	5619 Franklin Road Suite B5 (Vacant Lot)

Type of Application:

New Location	<u> X </u>
Ownership Change	<u> </u>
Name Change	<u> </u>

Corporation	<u> X </u>
Partnership	<u> </u>
LLC	<u> </u>
Sole Proprietor	<u> </u>

Application Completed Properly?	Yes
Application Date:	7/27/2021

The actual application is available in the office of the City Recorder.

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Retail Liquor Certificate of Compliance – Overall Liquor and Wine

Department: Finance

Presented by: Jennifer Brown

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

Information pertaining to the issuance of a certificate of compliance for a retail liquor store.

Background Information

State law requires that an applicant for retail liquor stores obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission's licensing process. Compliance for the certificate is based only on the applicant's criminal background information and that the location complies with local zoning ordinances and distance requirements.

A certificate of compliance is requested by Vijay Govind Patel, Prashant Shanabhai Patel, Dushyantkumar Shanabhai Patel, and Akash Mukeshkumar Patel for the Overall Liquor and Wine at 4433 Veterans Parkway Suite D, which is a new location for retail liquor store. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

The City's role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to operate as a retail liquor store, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

Attachments

Summary of Request for Certificate of Compliance for Retail Liquor Store

City of Murfreesboro
Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name Vijay Govind Patel
Age 50
Home Address 4411 Marymont Springs Blvd.
Residency City/State Murfreesboro, TN
Race/Sex Asian/M
Background Check Findings:
City of Murfreesboro: None
Rutherford County: None
Nashville Criminal Court: None
TBI: None

Name Prashant Shanabhai Patel
Age 51
Home Address 619 Stonetrace Drive
Residency City/State Murfreesboro, TN
Race/Sex Asian/M
Background Check Findings:
City of Murfreesboro: None
Rutherford County: None
Nashville Criminal Court: None
TBI: None

Name Dushyantkumar Shanabhai Patel
Age 54
Home Address 442 Creekview Drive
Residency City/State Murfreesboro, TN
Race/Sex Asian/M
Background Check Findings:
City of Murfreesboro: None
Rutherford County: None
Nashville Criminal Court: None
TBI: None

Name Akash Mukeshkumar Patel
Age 24
Home Address 2810 Wellington Place
Residency City/State Murfreesboro, TN
Race/Sex Asian/M
Background Check Findings:
City of Murfreesboro: None
Rutherford County: None
Nashville Criminal Court: None
TBI: None

Name of Business Overall Liquor and Wine
Business Location 4433 Veterans Parkway Suite D

Type of Application:

New Location X
Ownership Change
Name Change

Corporation X
Partnership
LLC
Sole Proprietor

Application Completed Properly? Yes
Application Date: 7/30/2021

The actual application is available in the office of the City Recorder.

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Relocation of Gas Line at Richard Siegel Park

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

Allocation of available funding for the relocation of a gas line located under three of the soccer fields at Richard Siegel Soccer Fields Phase II Richard Siegel Park.

Staff Recommendation

Approve agreement with Atmos Gas Energy Corporation for relocation of gas line at Siegel Soccer Fields.

Background Information

The enhancement project at Siegel Soccer Fields requires that Atmos relocate a gas line under Fields 6, 7 and 9. Atmos' predecessor, United Cities Gas, placed a gas line under property owned by Richard Siegel many years ago. After the property was donated to the City, natural turf soccer fields were installed over portions of the lines. Because that installation did not involve excavation, there was no need to relocate the lines. Excavation, however, is currently required to construct the drainage system for the artificial turf fields being installed. The cost associated with the relocation is estimated at \$132,418.

Council Priorities Served

Responsible Budget

Contracting with Atmos to move the gas line is required and is also the most cost-effective means of accomplishing this portion of the project.

Fiscal Impact

Total costs of this project, \$132,418, and funds are allocated in the FY21 CIP for Siegel Improvements and are within the project budget.

Attachment

Reimbursement Agreement for Adjustment of Utilities with Atmos Energy Corporation

REIMBURSEMENT AGREEMENT FOR ADJUSTMENT OF UTILITIES

This Reimbursement Agreement for Adjustment of Utilities (this “Agreement”), by and between ____The City of Murfreesboro, Tennessee____ (hereafter the “City”) and Atmos Energy Corporation (hereafter “Atmos Energy”), is dated as of this ____ day of _____, 2021.

BACKGROUND

WHEREAS, City is the owner of certain property, located at 515 Cherry Lane, Murfreesboro, Tennessee 37129, in Rutherford County, Tennessee (the “City Property”), and City proposes to construct certain improvements over a portion of the City Property (the “Improvements”); and

WHEREAS, Atmos Energy owns and maintains natural gas Transmission and Distribution pipeline(s) and related facilities (collectively, the “Facilities”) on and under a 10 feet (10’) wide easement, pursuant to an easement agreement recorded in Deed Book 348, Page 666, Register’s Office of Rutherford County (the “Existing Easement”). The Existing Easement is located on the City’s Property and is located within the proposed limits of the Improvements; and

WHEREAS, Atmos Energy and City have agreed that, in order to facilitate the construction of the Improvements while retaining natural gas service to the City Property, City will bear the cost for Atmos Energy to perform certain work (collectively, the “Work”) to relocate its Facilities to another location within the City Property, as further set forth in this Agreement.

AGREEMENT

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Relocation of Easement and Facilities. City agrees to grant Atmos Energy a new easement for natural gas distribution pipeline(s) and related facilities (the “New Easement”) over the portion of the City Property more particularly described in Exhibit “A” attached hereto (the “New Easement Area”). The New Easement shall be in the form attached hereto as Exhibit “B”. Atmos Energy shall not be required to commence the Work until City has executed and delivered to Atmos Energy the New Easement.

2. Reimbursement of Cost and Expenses. Atmos Energy shall undertake the Work, and the City shall reimburse Atmos Energy’s cost thereof. A brief statement of the scope of the Work and the estimated cost of the Work are set forth on Exhibit “C” attached hereto. Costs to be reimbursed by City include direct costs, such as the cost of all engineering, field surveys, additional right-of-way, materials and construction, and indirect costs, such as overheads and income tax adjustments incurred by Atmos Energy that are required to complete the Work.

3. Payments to Atmos Energy. The City agrees to pay all direct and indirect costs for the Work (such amount being referred to as the “Reimbursement Amount”). The current estimate of the Reimbursement Amount is set forth on the invoice attached hereto as Exhibit “C”. City agrees to pay the estimated Reimbursement Amount to Atmos Energy within thirty (30) days of the date of this Agreement.

4. Timing of Completion of Work. Atmos Energy shall not be obligated to begin any pre-construction activity (e.g., engineering work or ordering materials) prior to the execution of this Agreement or receipt of (a) the executed New Easement and (b) payment in full of the estimated Reimbursement Amount. Upon Atmos Energy’s receipt of the New Easement and the Reimbursement Amount, Atmos Energy shall promptly commence and thereafter diligently pursue completion of the Work. City agrees that no excavation or construction of Improvements will take place over the existing Facilities until Atmos Energy has completed the Work and given notice to City that natural gas is no longer flowing through the Facilities within the Existing Easement area. Following completion of the Work and at such time as the replacement pipeline is in service with natural gas flowing through Atmos Energy’s facilities in the New Easement, Atmos Energy will relinquish its existing Facilities located within the limits of the Original Easement. The existing Facilities shall be abandoned in place.

5. Final Payment. No later than ninety (90) days following final completion of the Work, Atmos Energy agrees to undertake a final review of the cost of the Work and the amount previously paid by the City. If the review discloses that the amount previously paid by the City is more or less than the actual cost of the Work, then the parties agree to correct such error by the City making a supplemental payment to Atmos Energy or Atmos Energy remitting to the City the amount of any overpayment, as applicable. Such payment or remittance shall be made within thirty (30) days of a party’s receipt of the results of the review indicating an amount is due by such party. The City shall have the right to review invoices and other documentation related to the Work necessary to confirm the accuracy of the cost of the Work.

6. Miscellaneous.

A. The parties by execution of this Agreement do not waive any of the rights which the parties, or either of them, may have within the limits of the law, unless specifically provided.

B. Any and all notices required under this Agreement shall be sent via certified or registered mail, postage prepaid, return receipt requested, or by reputable overnight delivery service (such as Federal Express or Airborne), addressed to the party being notified as follows:

City:	City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130 Phone: 615-849-2629 Attn: Craig Tindall Email: ctindall@murfreesborotn.gov	With a copy to: City Attorney City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130
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Atmos Energy: Atmos Energy Corporation

__810 Crescent Centre Drive, suite 600____
____Franklin, TN, 37067____
Phone: ____615-771-8300____
Fax: ____615-771-8301____
Attn: __Taylor Sanders____
Email: _____

C. The signatories to this Agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

D. Neither party to this Agreement may assign its rights or obligations under this Agreement to any person without the prior written consent of the other party to this Agreement. The provisions of this Agreement do not impart any rights enforceable by any person, firm, or organization not a party or an assignee of a party to this Agreement.

E. Any interpretation of this Agreement or any controversy related to this Agreement is governed by the laws of the State of Tennessee. Venue for any litigation arising from or relating to this Agreement shall be exclusively in the courts of Rutherford County, Tennessee.

F. No waiver by either party of any one or more defaults by the other party in the performance of any provision of this Agreement operates as a waiver of any future default or defaults, whether of a like or different character.

G. This Agreement represents the entire agreement of the parties concerning the subject matter contained in this Agreement. No amendment or modification of this Agreement will be effective unless evidenced in writing signed by both parties to this Agreement.

H. This Agreement shall not be binding upon the parties until it has been signed first by Atmos Energy and then approved by the City Council and signed by the Mayor. When it has been so signed, this Agreement shall be effective as of the date first written above.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above.

City:

City of Murfreesboro, Tennessee

Atmos Energy:

ATMOS ENERGY CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

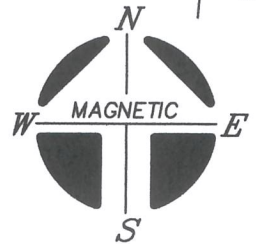
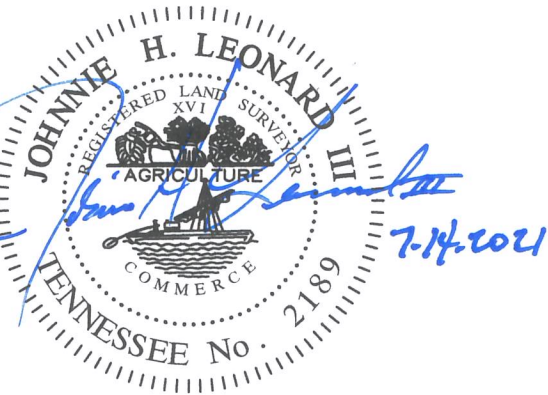
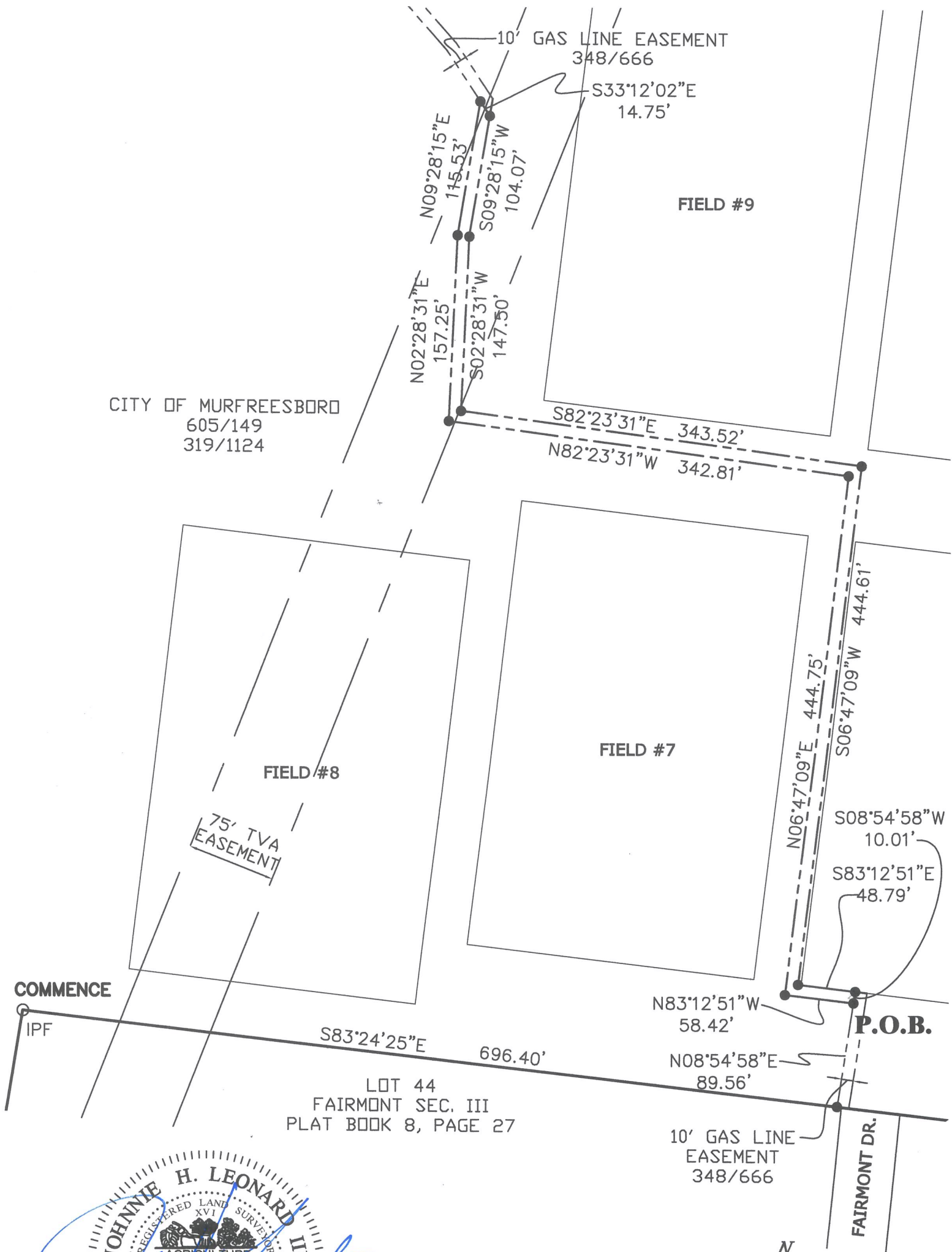
Date: _____

APPROVED AS TO FORM:

Adam Tucker, City Attorney

EXHIBIT A

New Easement Area



THIS SKETCH IS NOT FOR TITLE BOUNDARY SURVEY OF THE SUBJECT PROPERTY. THIS SKETCH IS TO ILLUSTRATE GRAPHICALLY THE INTENT OF THE EASEMENT TAKE PREMISES.

HS HUDDLESTON-STEELE ENGINEERING, INC.

2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE : 893 - 4084, FAX: 893 - 0080

EXHIBIT
GAS LINE EASEMENT
SIEGEL SOCCER PARK
CITY OF MURFREESBORO
DEED BOOK 605, PAGE 149
RECORD BOOK 319, PAGE 1124
JULY 2021
SCALE: 1"=100'

EXHIBIT B

Form of New Easement

Gas Line Easement
for Atmos Energy
Siegel Soccer Park
City of Murfreesboro
Tax Map 58, Parcel 20.00
Deed Book 605, Page 149
Record Book 319, Page 1124

Located in the 9th Civil District of Rutherford County, Tennessee. Bound on the north, south, east, and west by the City of Murfreesboro (Deed Book 605, Page 149 and Record Book 319, Page 1124).

Commencing at an iron pin found in the south line of the City of Murfreesboro, being the northwest corner of Lot 44 of Fairmont, Section III (Plat Book 8, Page 27); Thence with the north line of Lot 44, Fairmont S83°24'25"E, 696.40 feet to the southwest corner of a gas line easement (Deed Book 348, Page 666); Thence leaving the north line of Lot 44, Fairmont through the property of the City of Murfreesboro with the west line of said gas line easement N08°54'58"E, 89.56 feet to the **POINT OF BEGINNING**, being the southeast corner of this easement; Thence leaving the west line of said gas line easement through the property of the City of Murfreesboro N83°12'51"W, 58.42 feet to an angle break; Thence continuing through the property of the City of Murfreesboro N06°47'09"E, 447.75 feet to an angle break; Thence N82°23'31"W, 342.81 feet to an angle break; Thence N02°28'31"E, 157.25 feet to an angle break; Thence N09°28'15"E, 115.53 feet to the northwest corner of this easement on the west line of a gas line easement (Deed Book 348, Page 666); Thence leaving the west line of said gas line easement S33°12'02"E, 14.75 feet to an angle break on the east line of said gas line easement; Thence leaving the east line of said gas line easement through the City of Murfreesboro S09°28'15"W, 104.07 feet to an angle break; Thence continuing through the property of the City of Murfreesboro S02°28'31"W, 147.50 feet to an angle break; Thence S82°23'31"E, 343.52 feet to an angle break; Thence S06°47'09"W, 444.61 feet to an angle break; Thence S83°12'51"E, 48.79 feet to an angle break; Thence S08°54'58"W, 10.01 feet to the **POINT OF BEGINNING**, containing 11,036 square feet, more or less.

This easement is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by:
Huddleston-Steele Engineering, Inc.
2115 Northwest Broad Street
Murfreesboro, Tennessee 37129



EXHIBIT C

Scope of Work, Cost Estimate and Reimbursement Amount



PROJECT: Richard Siegel park relocation

DATE: 7/27/2021

DESCRIPTION: 1200' of 2" PE

NOTE: The Level 2 estimate below is based on approximated unit costs and budgetary pricing has been recieved from a contractor. However, the final as-built cost could differ from the total estimated cost below by as much as 30%.

This estimate is valid for 30 days from the date listed above.

PROJECT DETAILS & NOTES: Install 1200 Linear feet of 2-inch HDPE within provided easement from the City of Murfreesboro across Rchard Siegel Soccer complex.

MATERIAL TOTAL:	\$	2,736.16
COMPANY LABOR TOTAL :	\$	5,671.66
CONTRACT LABOR:	\$	93,010.61

TOTAL ESTIMATED COST:	\$	101,418.44
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Estimate Completed By: _____ T.Sanders

Estimate Reviewed By: _____ T.Sanders _____

COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Mandatory Referral for Abandonment and Allocation of Gas Easement

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

Abandonment of existing and allocation of new utility easement to Atmos Gas at Richard Siegel Park.

Staff Recommendation

Approve the mandatory referral request to provide a utility easement to Atmos Gas and to abandon the existing easement.

Background Information

The reallocation and abandonment of an existing easement and allocation of a new easement for an Atmos Energy gas line running under Richard Siegel Soccer Fields is required by the installation of the new turf field at the park. Atmos' predecessor, United Cities Gas, placed a gas line under the property. After the property was donated to the City, natural turf soccer fields were installed over portions of the lines. That installation did not involve excavation, and there was no need to relocate the lines at that time. The installation of turf fields now requires excavation for the drainage system. ATMOS Gas proposes to abandon the current easement areas to the City (Exhibit A), and the City proposes to grant a new gas line easement to Atmos (Exhibit B). Planning Commission recommended approval of this easement on July 21, 2021.

Council Priorities Served

Responsible Budgeting

Contracting with Atmos to move the gas is required and is the most cost-effective means of accomplishing this portion of the project.

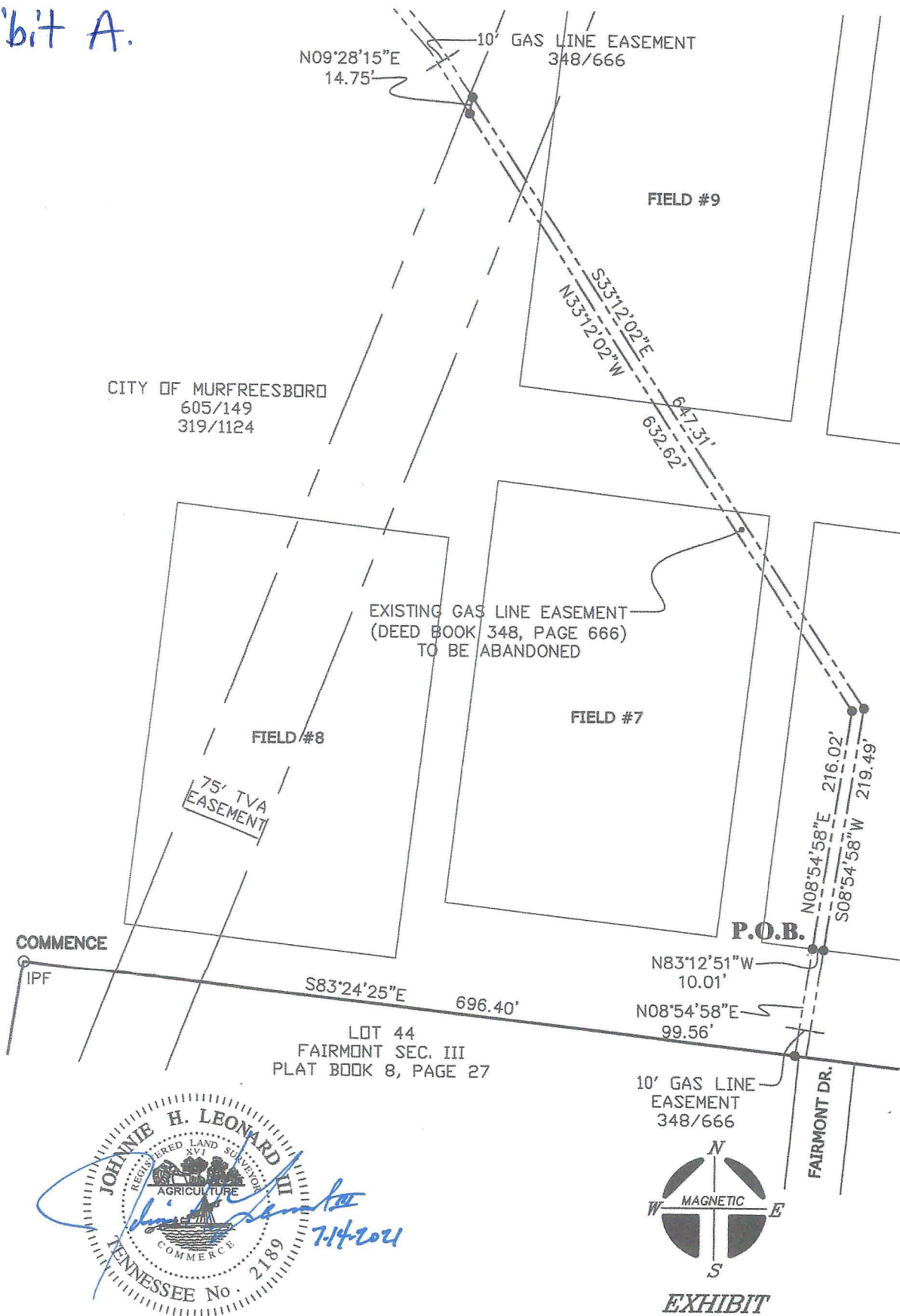
Fiscal Impact

There is no cost associated with the exchange of the gas easement.

Attachments

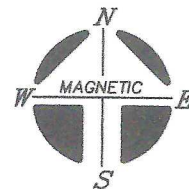
Utility Easement Exhibits and Descriptions

Exhibit A.



THIS SKETCH IS NOT FOR TITLE BOUNDARY SURVEY OF THE SUBJECT PROPERTY. THIS SKETCH IS TO ILLUSTRATE GRAPHICALLY THE INTENT OF THE EASEMENT TAKE PREMISES.

HS HUDDLESTON-STEEL
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE : 893 - 4084, FAX: 893 - 0080



EXHIBIT

GAS LINE EASEMENT ABANDONMENT
ATMOS ENERGY
DEED BOOK 348, PAGE 666
SIEGEL SOCCER PARK
CITY OF MURFREESBORO
DEED BOOK 605, PAGE 149
RECORD BOOK 319, PAGE 1124
JULY 2021
SCALE: 1"=100'

Gas Line Easement Abandonment
Atmos Energy
Deed Book 348, Page 666
Siegel Soccer Park
City of Murfreesboro
Tax Map 58, Parcel 20.00
Deed Book 605, Page 149
Record Book 319, Page 1124

Located in the 9th Civil District of Rutherford County, Tennessee. Bound on the north, south, east, and west by the City of Murfreesboro (Deed Book 605, Page 149 and Record Book 319, Page 1124).

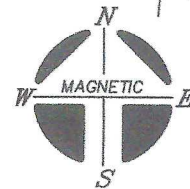
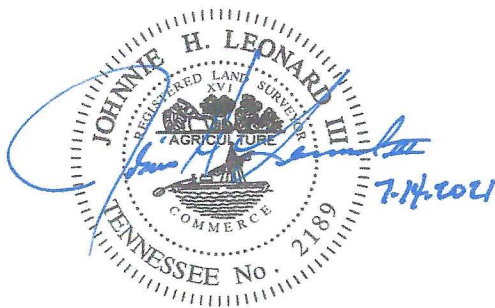
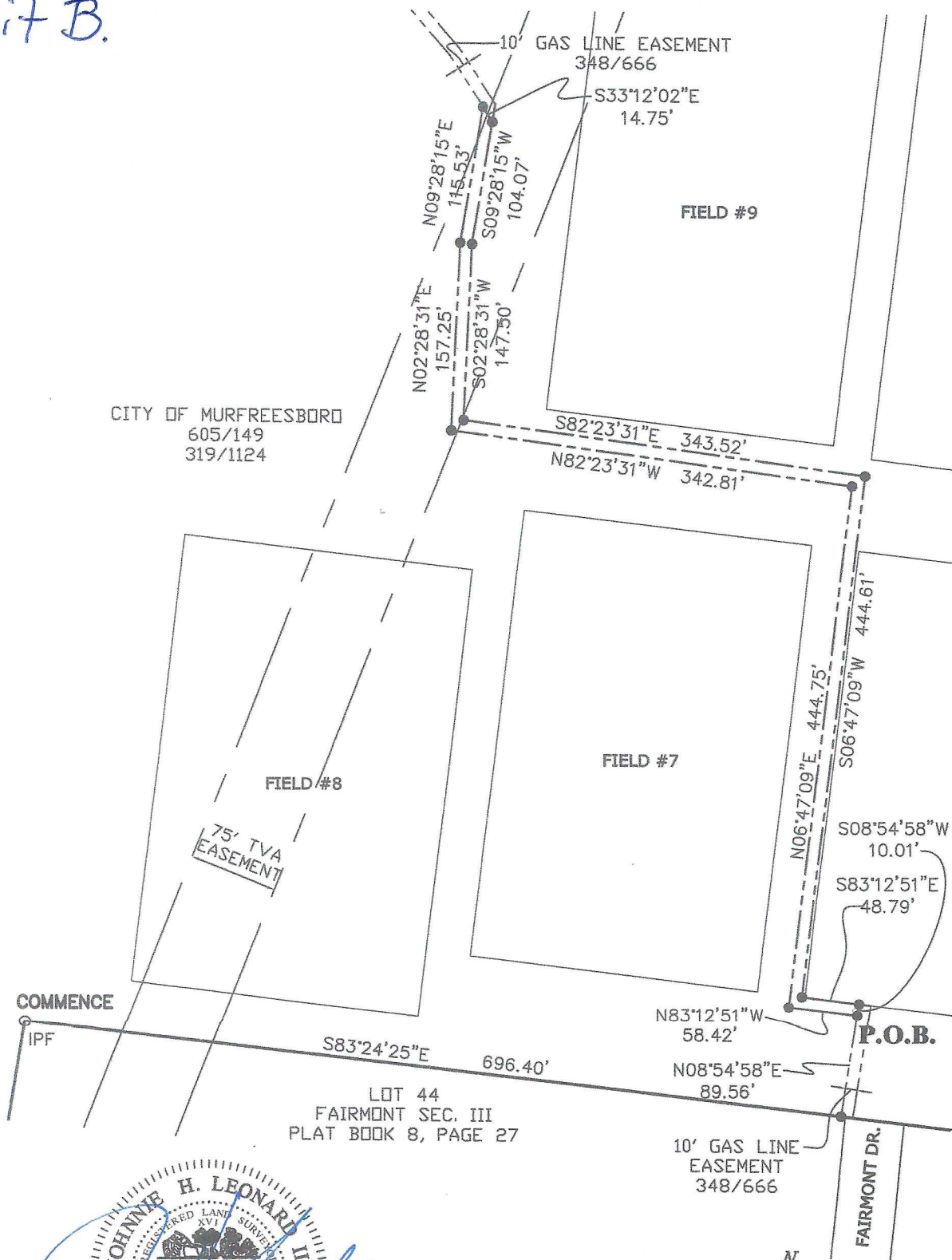
Commencing at an iron pin found in the south line of the City of Murfreesboro, being the northwest corner of Lot 44 of Fairmont, Section III (Plat Book 8, Page 27); Thence with the north line of Lot 44, Fairmont S83°24'25"E, 696.40 feet to the southwest corner of a gas line easement (Deed Book 348, Page 666); Thence leaving the north line of Lot 44, Fairmont through the property of the City of Murfreesboro with the west line of said gas line easement N08°54'58"E, 99.56 feet to the **POINT OF BEGINNING**, being the southwest corner of this abandonment; Thence continuing with the west line of said gas line easement N08°54'58"E, 216.02 feet to an angle break; Thence N33°12'02"W, 636.62 feet to a westerly corner of this abandonment; Thence leaving the west line of said gas line easement N09°28'15"E, 14.75 feet to the northernmost corner of this abandonment on the east line of said gas line easement; Thence with the east line of said gas line easement S33°12'02"E, 647.31 feet to an easterly corner of this abandonment; Thence continuing with the east line of said gas line easement S08°54'58"W, 219.49 feet to the southeast corner of this abandonment; Thence leaving the east line of said gas line easement N83°12'51"W, 10.01 feet to the **POINT OF BEGINNING**, containing 8,577 square feet, more or less.

This easement is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by:
Huddleston-Steele Engineering, Inc.
2115 Northwest Broad Street
Murfreesboro, Tennessee 37129



Exhibit B.



THIS SKETCH IS NOT FOR TITLE BOUNDARY SURVEY OF THE SUBJECT PROPERTY. THIS SKETCH IS TO ILLUSTRATE GRAPHICALLY THE INTENT OF THE EASEMENT TAKE PREMISES.

HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE : 893 - 4084, FAX: 893 - 0080

EXHIBIT
GAS LINE EASEMENT
SIEGEL SOCCER PARK
CITY OF MURFREESBORO
DEED BOOK 605, PAGE 149
RECORD BOOK 319, PAGE 1124
JULY 2021
SCALE: 1"=100'

Gas Line Easement
for Atmos Energy
Siegel Soccer Park
City of Murfreesboro
Tax Map 58, Parcel 20.00
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This easement is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by:
Huddleston-Steele Engineering, Inc.
2115 Northwest Broad Street
Murfreesboro, Tennessee 37129



COUNCIL COMMUNICATION

Meeting Date: 08/05/2021

Item Title: Purchase of Mobile Surveillance Trailers

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

Purchase of mobile surveillance trailers for the Police Department.

Staff Recommendation

Approve the purchase of two mobile surveillance trailers from Industrial Video & Control (IV&C).

Background Information

The Department has operated mobile surveillance trailers for approximately three years. These trailers have proven to be instrumental at crime prevention and investigation. Given the City's growth, the assistance provided by surveillance trailers is a valuable supplement to law enforcement personnel. Increasing the Department's fleet will allow coverage of more locations as requested by citizens.

This purchase is available through our current contract with IV&C for a cost of \$42,596 each, plus shipping.

Council Priorities Served

Safe and Livable Neighborhoods

Mobile surveillance trailers are cost-effective means of in addressing and preventing crime.

Fiscal Impact

The total cost, \$86,192, is available from the FY22 State Direct Allocation Grant funds received for public safety.

Attachments

1. Equipment Proposal from IV&C.
2. Agreement for Generator Hybrid Trailer.

Equipment **PROPOSAL**

Prepared for
City of Murfreesboro

Jenny Licsko
1004 N. Highland Ave.
Murfreesboro, TN 37130

Prepared by
Industrial Video & Control
Jennifer Williams
(617) 467-3059 ext 147
jwilliams@ivcco.com

Number AAAQ2936
Date Jul 22, 2021



Qty	Description	Unit Price	Extended Price
-----	-------------	------------	----------------

2 Long Deployment Surveillance Trailer

\$42,596.38

\$85,192.76

(1) Long Deployment Surveillance Trailer Base with 1,140 Watts Solar

Part#: MVT-3001

Enclosed hybrid powered trailer system with 25 foot telescoping mast, electric mast lift, flexible cabling system and a power system with a 900 Ah battery pack and 1,140 watts of solar.

- 900Ah battery pack - 6 x 150 Amp/Hr. batteries
- 3 x 380 watt solar charge assist for 1,140 watts total
- Power Control Module - Includes high efficiency charge controller with metering and data logging
- DOT approved lighting package - includes marker lights with 7 way wire connection
- Anti-theft Measures - Locking compartments, wheel lock immobilizes trailer



(2) 2MP 55x Network IR PTZ Camera

Part#: XNP-6550RH

The XNP-6550RH camera features the latest technology from Hanwha Techwin. Featuring a massive 55x optical zoom (4.75mm ~ 261.4mm), and IR capable of seeing up to 1,640ft, you can rest assured to be able to cover any area. In addition, the camera features optical defog technology to provide a clear picture in any weather. Rounding out the features is a suite of license-free intelligent video & audio analytics to provide intelligent notifications.



(1) 6MP 360° Outdoor IR Camera

Part#: XNF-8010RV

- Max 30fps
- Fisheye lens 1.6mm (192°X192°) W/ simple focus
- Built-in IR for up to 49' or 15m
- WDR 120dB @30fps
- Loitering, directional detection, fog detection, tampering, Motion detection, object enter or exit an area
- Sound Classification, heatmap, people counting and queue line management
- Includes a five year manufacturer's warranty.



(1) Cradlepoint IBR900 Ruggedized 3G/4G/LTE Router

Part#: IBR-900

The Cradlepoint COR IBR900 Series router offers a ruggedized 3G/4G/LTE networking platform designed to provide connectivity across a wide range of mobile applications. With an embedded 600 Mbps modem for LTE Advanced, optional second modem, and Wave 2 dual-band, dual concurrent Gigabit WiFi, the IBR900 Series routers provide reliable 24x7 connectivity.

- Multi-carrier 4G LTE support with dual-SIM capability
- Supports Ethernet (T1, DSL, Cable, MetroE), WiFi as WAN, and Metro WiFi
- Dual-modem capability for failover or load balancing
- Ruggedized to ensure always-on connectivity
- Monitor uptime with real-time alerts



Qty	Description	Unit Price	Extended Price
-----	-------------	------------	----------------

(1) [Onboard Network Video Recorder](#)

Part#: **ThinkPad T490s**

The laptop server for NVR software records to a local hard drive and allows for remote monitoring and easy access to live or recorded video on a mobile device or PC.

- 8th Generation Intel® Core™ i5 Processor
- Windows 10 Pro 64 Operating System
- 8 GB DDR4 2400MHz
- 14.0" HD anti-glare display
- MIL-STD 810G graded for extreme ruggedness and reliability
- 256 GB Solid State Drive for software + 2TB video storage
- Pre-installed with exacqVision Professional VMS software



(1) [Blue LED Flashing Strobe](#)

Part#: **BLU-3065**

- Produces ultra powerful quad flash
- Sealed to protect against vibrations and moisture
- Built with 20 super bright LEDs



(1) [Cummins Onan Quiet Gasoline Generator with Auto Start Controller](#)

Part#: **GEN-GAS**

Generator:

- Exceptionally smooth, quiet operation
- Microprocessor control with diagnostics
- OHV engine for efficiency, no decarboning
- Low fuel consumption and large 20 gallon under chassis fuel tank for extended runtime
- Full housing with enclosed muffler

Automatic Generator Start:

- Remote power management and automatic generator starting system
- Regularly monitors and displays battery levels and provides power to the inverter to charge batteries
- Automatically starts/stops generator on low/full batteries
- Displays generator hour meter, maintenance reminders and diagnostic text messages for easy troubleshooting
- Safety start inhibits automatic generator starting in unsafe conditions



SubTotal	\$85,192.76
Tax	\$0.00
Shipping	\$1,000.00
Total	\$86,192.76

Agreement for Hybrid Generator Trailer

This Agreement is entered into and effective as of the 20th day of May 2021, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Industrial Video & Control**, a Limited Liability Company of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-19-2021 – Generator Hybrid Trailer issued 3/18/2021 (the "Solicitation");
- Contractor's Proposal, dated 4/5/2021 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 4/5/2021 (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.

Contractor agrees to provide and City agrees to purchase **two (2)** Generator Hybrid Trailers based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-19-2021 – Generator Hybrid Trailer." Furthermore, the City may utilize this Contract to procure additional equipment from Contractor through the term of the Contract, such future procurements to be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.

2. Term.

The term of this Agreement commences on the Effective Date and expires in one year, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
- 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. Payment and Delivery.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a price of **\$42,596.38 each** Trailer, plus \$1,000 shipping charge, a total purchase price of **\$86,192.76** for **two** Generator Hybrid Trailers. 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. **In addition to providing the Generator Hybrid Trailer, Contractor agrees to provide, at no cost to the City, software and software license for the existing generator trailer currently in use by the City of Murfreesboro Police Department.**
- b. All items must be available for delivery within 30 calendar days from the issuance of Purchase Order. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The equipment shall be delivered to the City of Murfreesboro Police Department, 1004 North Highland Avenue, Murfreesboro, TN 37130.
- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any items(s) received which fail to meet the specifications as stated in the ITB.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. Warranty. Contractor shall provide all warranties as described in the ITB and Bid Proposal.

5. Taxes. The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

6. 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, (ii) 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."

7. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 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.

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

If to the City of Murfreesboro:

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

If to Contractor:

Attn: Jennifer Williams
Industrial Video & Control
105 McDougall Ct.
Greenville, SC 29307

9. **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.
10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this 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.
13. **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.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor


certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This 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.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

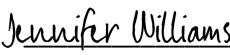
20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of May 20, 2021 (the "Effective Date").


City of Murfreesboro, Tennessee

DocuSigned by:
By: 
A2F6A4BF7CD74E7...
Shane McFarland, Mayor

Industrial Video & Control

DocuSigned by:

272F5538FE841A7F41...
Jennifer Williams, Sales Director

Approved as to form:

DocuSigned by:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 8/05/2021

Item Title: Funding Agreement with TDOT for Transit Fleet Replacement

Department: Transportation (Rover)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

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

Summary

Matching funds for the partial federal funding required to update the City's existing transit fleet. This Contract is for \$71,111 in State matching funds.

Staff Recommendation

Approval of agreement with TDOT for funding transit fleet replacement.

Background Information

City Council approved the purchase of nine replacement buses for the City Transit system in January 2021. A combination of Federal funds has been secured and obligated for the purchase. The total cost of replacement is \$948,148. Because the buses are ADA Compliant, 7.5% State match and 7.5% City match is required. The City's match totals \$71,111.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Use of federal and state funds for beneficial transit develops assist in reduce the expense to the City for these crucial community services.

Fiscal Impacts

The City's portion of this project cost, \$71,111, is funded by the Department's Operating budget.

Attachments:

1. Contract 755307-S3-031 with TDOT

Address #12

TDOT PROJECT NO.: 755307-S3-031
 FTA PROJECT NO.: TN2021-001-01
 DGA NO.: DG22-69696

**GRANT CONTRACT
 BETWEEN THE STATE OF TENNESSEE,
 DEPARTMENT OF TRANSPORTATION
 AND
 CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions," to receive State funds to urbanized areas for transit capital and operating assistance, and for transportation related planning. Specifically, the funds will be used for capital assistance as detailed in 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions."
- A.4. "Capital Projects" means those projects as defined in FTA Circular C9030.1E, "Urbanized Area Formula Program Guidance and Application Instructions," Chapter IV.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and
 - c. FTA Circular C 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions", or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2021 ("Effective Date") and ending on December 31, 2024, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seventy-one Thousand, One Hundred and Eleven Dollars and No Cents (\$71,111.00)

TDOT PROJECT NO.: 755307-S3-031
 FTA PROJECT NO.: TN2021-001-01
 DGA NO.: DG22-69696

("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
 Multimodal Transportation Resources Division
 505 Deaderick Street – James K. Polk Building, Suite1200
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Department of Transportation, Multimodal Transportation Resources Division.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

- b. The Grantee understands and agrees to all of the following.

TDOT PROJECT NO.: 755307-S3-031
 FTA PROJECT NO.: TN2021-001-01
 DGA NO.: DG22-69696

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

TDOT PROJECT NO.: 755307-S3-031
 FTA PROJECT NO.: TN2021-001-01
 DGA NO.: DG22-69696

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee 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.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Kaitlyn McClanahan, Transit Manager
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Kaitlyn.McClanahan@tn.gov
Telephone # (615) 532-5835

The Grantee:

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
rbrashear@murfreesborotn.gov
Telephone Number: (615) 893-6441
FAX Number: (615) 849-2606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant 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.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55,

Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must

then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant 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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee 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 Grantee 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 Grant Contract.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State

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reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.9. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.

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- b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

- E.10. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)
- E.11. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.
- E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

2-18-21 GG

TDOT PROJECT NO.: 755307-S3-031
FTA PROJECT NO.: TN2021-001-01
DGA NO.: DG22-69696

SHANE MCFARLAND, MAYOR

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

ADAM TUCKER, CITY ATTORNEY
APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

JOHN H. REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

TDOT PROJECT NO.: 755307-S3-031
 FTA PROJECT NO.: TN2021-001-01
 DGA NO.: DG22-69696

ATTACHMENT ONE**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT	\$71,111.00	\$805,925.00	\$71,111.00	\$71,112.00	\$948,148.00
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
63.5x.xx - Rural Technical Assistance Program					
xx.xx.xx - Other					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$71,111.00	\$805,925.00	\$71,111.00	\$71,112.00	\$948,148.00

*Federal share not distributed in this grant contract.

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FTA PROJECT NO.: TN2021-001-01

DGA NO.: DG22-69696

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$71,111.00	\$805,925.00	\$71,111.00	\$71,112.00	\$948,148.00
TOTAL	\$71,111.00	\$805,925.00	\$71,111.00	\$71,112.00	\$948,148.00

ATTACHMENT TWO

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Murfreesboro a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

COUNCIL COMMUNICATION

Meeting Date: 8/5/2021

Item Title: Contract with TDOT for Match to FTA 5339 Funds

Department: Transportation (Transit)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

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

Summary

Local matching funds for the City's federal and state support transit system.

Staff Recommendation

Approval of agreement with the TDOT for funding transit operating expense.

Background Information

Each year the Federal Transit Administration awards funds from the Bus/Bus Facilities Program (FTA 5339 Funds) to transit system operators. State and local operators are required to contribute matching funds at 10% each. The total funding for the City's transit system is \$653,675. The City's 10% local match is \$65,368.

As the cost of operating the City's transit system increases, it is important to utilize the funding options available through the FTA and TDOT. Combined, the grants and allocations reduce the City's cost of operating the service to 10-30%, depending on the fund source and stipulations of reimbursable expenses. Without these funds the expense to operate would require a dedicated source aside from the rider fares collected.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Use of federal and state funds for beneficial transit development assists in reduce the expense to the City for these crucial community services.

Fiscal Impacts

The City's matching portion, \$65,368, is funded by the Department's Operating budget.

Attachments:

1. Grant Contract with TDO No. 755339-S3-003

Address #12

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in its 5339 Program application as approved by the Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of FTA Section 5339 Program, codified by 49 U.S.C. § 5339. The 5339 Program provides assistance for capital projects to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities. Specifically, the 5339 funds will be used for capital assistance to include replace, rehabilitate, purchase buses, acquire vans, and related equipment and to construct bus-related facilities.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., and d. below);
 - b. the 5339 Program application;
 - c. to comply with the requirements detailed in the most current TDOT State Management Plan approved by FTA; and
 - d. FTA Circular C 5100.1 Bus and Bus Facilities Program: Guidance and Application Instructions, or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2021 ("Effective Date") and ending on December 31, 2024, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Sixty-five Thousand, Three Hundred and Sixty-six Dollars and Ninety Cents (\$65,366.90) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items

include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Multimodal Transportation Resources Division
505 Deaderick Street – James K. Polk Building, Suite 1200
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Transportation, Multimodal Transportation Resources Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee 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.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

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an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Kaitlyn McClanahan, Transit Manager
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Kaitlyn.McClanahan@tn.gov
Telephone # (615) 532-5835

The Grantee:

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
rbrashear@murfreesborotn.gov
Telephone Number: (615) 893-6441
FAX Number: (615) 849-2606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant 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.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and

subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant 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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee 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 Grantee 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 Grant Contract.

- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.6. T.C.A. Section 13-10-107 Compliance.

TDOT PROJECT NO.: 755339-S3--003

FTA PROJECT NO.: TN-2018-032-02

DGA NO.: DG22-69708

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
 - 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
 - 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
 - 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.9. Capital Asset. The Grantee shall:
- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
 - (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
 - (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
 - (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
 - (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
 - (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
-
1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.

2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
 - (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.10. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)
 - E.11. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.
 - E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE MCFARLAND, MAYOR

DATE

TDOT PROJECT NO.: 755339-S3--003

FTA PROJECT NO.: TN-2018-032-02

DGA NO.: DG22-69708

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**ADAM TUCKER, CITY ATTORNEY
APPROVED AS TO FORM AND LEGALITY**

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

**JOHN H. REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

TDOT PROJECT NO.: 755339-S3--003
 FTA PROJECT NO.: TN-2018-032-02
 DGA NO.: DG22-69708

ATTACHMENT ONE**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$65,366.90	\$522,940.00	\$65,366.90	\$65,368.10	\$653,675.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
GRAND TOTAL	\$65,366.90	\$522,940.00	\$65,366.90	\$65,368.10	\$653,675.00

*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 755339-S3--003

FTA PROJECT NO.: TN-2018-032-02

DGA NO.: DG22-69708

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$65,366.90	\$522,940.00	\$65,366.90	\$65,368.10	\$653,675.00
TOTAL	\$65,366.90	\$522,940.00	\$65,366.90	\$65,368.10	\$653,675.00

ATTACHMENT TWO**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Murfreesboro a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

COUNCIL COMMUNICATION

Meeting Date: 8/05/2020

Item Title: Contract with TDOT for Matching Transit Facility Funds

Department: Transportation

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

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

Summary

Contact with TDOT for \$417,284 to match federal grant for capital expenses related to the Transit Facility development and route planning.

Staff Recommendation

Approval of agreement with the TDOT for matching transit facility funding.

Background Information

The availability of federal funding for the City's development of the Murfreesboro Transit Facility is partially federally funded. The state is also providing 10% matching funds consistent with the requirement of the federal grant.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Use of federal and state funds for beneficial transit development assists in reducing the expense to the City for these crucial community services.

Fiscal Impacts

None.

Attachments:

1. Grant Contract with TDOT No. 755307-S3-032

TDOT PROJECT NO.: 755307-S3-032
FTA PROJECT NO.: TN2017-052-03

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 1/1/2021		End Date 12/31/2023		Agency Tracking # 40100-47150	
Grantee Legal Entity Name City of Murfreesboro					Edison Vendor ID 4110
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # Grantee's fiscal year end June 30			
Service Caption (one line only) FFY 2014-2015, 2017 – 5307 Urbanized Area Program – Capital and Planning Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2022	\$417,284.00				\$417,284.00
TOTAL:	\$417,284.00				\$417,284.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Recipients apply directly to the Federal Transit Administration (FTA) for Section 5307 funds. Once their application has been approved by the FTA, recipients submit a request to TDOT Multimodal Division for matching funds.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE – GG	
Speed Chart (optional)		Account Code (optional) 71302000			

Address #12

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of capital and planning assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions," to receive State funds to urbanized areas for transit capital and operating assistance, and for transportation related planning. Specifically, the funds will be used for capital and planning assistance, as detailed in 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions."
- A.4. "Capital Projects" means those projects as defined in FTA Circular C9030.1E, "Urbanized Area Formula Program Guidance and Application Instructions," Chapter IV.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and
 - c. FTA Circular C 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions", or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2021 ("Effective Date") and ending on December 31, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Seventeen Thousand, Two Hundred and Eighty-four Dollars and No Cents

(\$417,284.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Multimodal Transportation Resources Division
505 Deaderick Street – James K. Polk Building, Suite 1200
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Transportation, Multimodal Transportation Resources Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee 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.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Kaitlyn McClanahan, Transit Manager
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Kaitlyn.McClanahan@tn.gov
Telephone # (615) 532-5835

The Grantee:

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
rbrashear@murfreesborotn.gov
Telephone Number: (615) 893-6441
FAX Number: (615) 849-2606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant 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.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55,

Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must

then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant 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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee 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 Grantee 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 Grant Contract.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State

reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.9. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.

- b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

- E.10. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)
- E.11. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.
- E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

TDOT PROJECT NO.: 755307-S3-032
FTA PROJECT NO.: TN2017-052-03

SHANE MCFARLAND, MAYOR

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

ADAM TUCKER, CITY ATTORNEY
APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

JOHN H. REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

TDOT PROJECT NO.: 755307-S3-032
FTA PROJECT NO.: TN2017-052-03

ATTACHMENT ONE**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$389,204.00	\$3,113,646.00	\$389,204.00	\$389,204.00	\$3,892,054.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT	\$28,080.00	\$224,644.00	\$28,080.00	\$28,081.00	\$280,805.00
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
63.5x.xx - Rural Technical Assistance Program					
xx.xx.xx - Other					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$417,284.00	\$3,338,290.00	\$417,284.00	\$417,285.00	\$4,172,859.00

*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 755307-S3-032
FTA PROJECT NO.: TN2017-052-03

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$389,204.00	\$3,113,646.00	\$389,204.00	\$389,204.00	\$3,892,054.00
TOTAL	\$389,204.00	\$3,113,646.00	\$389,204.00	\$389,204.00	\$3,892,054.00

Line Item Detail For: PLANNING	State	Federal	Grant Contract	Grantee	Total Project
44.00.S0 Planning - TDOT	\$28,080.00	\$224,644.00	\$28,080.00	\$28,081.00	\$280,805.00
TOTAL	\$28,080.00	\$224,644.00	\$28,080.00	\$28,081.00	\$280,805.00

ATTACHMENT TWO**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Murfreesboro a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____