

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

PRAYER

Mr. Kirt Wade

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Contract Amendment for Wee Care Daycare Building Renovation (Administration)
2. Community Investment Program Funds Transfer (Finance)
3. Addendum No. 2 to Agreement with MTSU Foundation and MTSU (Parks)
4. Mandatory Referral for Drainage Easement Abandonment on Medical Center Parkway (Planning)
5. Purchase of Ammunition (Police)
6. Asphalt Purchases Report (Water Resources)
7. Cost of Service and Rate Study for FY21 (Water Resources)

Minutes

8. Approval of City Council Minutes for October 13 and October 21, 2021 Regular Meetings (Finance)

New Business

Resolutions

9. Resolution 21-R-32 FY22 City Schools Budget Amendment # 3 (Schools)

On Motion

10. Extension of Development Agreement for Fountains Development (Administration)
11. Purchase of Operations & Maintenance Vehicle (Water Resources)
12. Purchase of Water & Sewer Line Materials (Water Resources)
13. Fifth Amendment for Commercial Painting Inc. Contract (Water Resources)
14. Specific Energy Pump Asset Management System (Water Resources)

Licensing

Board & Commission Appointments

15. Gateway Commission

Payment of Statements

Other Business

Adjournment

## COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

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Item Title: Contract Amendment for Wee Care Daycare Building Renovation

Department: Community Services

Presented by: Ron Duggin, Director of Project Development

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

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### Summary

Amendment to construction contract for Wee Care Daycare Kitchen and Laundry Renovation project.

Staff Recommendation:

Approve amendment, increasing the overall project amount by \$8,041.

Background Information:

The proposed change covers additional plumbing to add a mop sink and the upgrade to a commercial dishwasher required by the County Health Department. This change was not previously anticipated as part of the project design scope. In addition, the wood door to the kitchen proved unrepairable and requires replacement with a commercial door & hardware.

Council Priorities Served:

*Responsible budgeting*

Careful construction project management for City facilities is part of responsible budgeting.

Fiscal Impact:

This expenditure, \$8,041, is funded by Federal Community Development Block Grant (CBDG) allocation to the City.

Attachments:

AIA Document G701- Change Order #1 Tim Rice Construction

**AIA**<sup>®</sup>**Document G701™ – 2017****Change Order**

**PROJECT:** *(Name and address)*  
 Wee Care Daycare Kitchen & Laundry  
 Remodel  
 510 S Hancock St, Murfreesboro, TN  
 37130

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
  
 Date: May 21, 2021

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 1  
  
 Date: September 30, 2021

**OWNER:** *(Name and address)*  
 City of Murfreesboro, Tennessee  
 111 West Vine Street  
 Murfreesboro, Tennessee 37130

**ARCHITECT:** *(Name and address)*  
 CMH Architects  
 1800 International Park Drive  
 Suite 300  
 Birmingham, Alabama 35243

**CONTRACTOR:** *(Name and address)*  
 Rice Construction Co LLC  
 2327 Gravett Street  
 Murfreesboro, TN 37130

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Rice Construction is requesting a Change Order for additional material, equipment and labor for the Wee Care Daycare Kitchen & Laundry Remodel. The following is added to the project:

- |  |            |
|--|------------|
| 1. Added Plumbing - Laundry Sink, Supply lines, Vent, Plumbing chase | \$3,110.00 |
| 2. Upgrade for Commerical Dish Washer                                | \$3,431.00 |
| 3. New Door, Hardware, Closer Stain and Seal                         | \$1,500.00 |

The original Contract Sum was	\$	103,129.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	103,129.00
The Contract Sum will be increased by this Change Order in the amount of	\$	8,041.00
The new Contract Sum including this Change Order will be	\$	111,170.00

The Contract Time will be increased by Eight (8) days.

The new date of Substantial Completion will be October 16, 2021

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*

\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

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**PRINTED NAME AND TITLE**

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**DATE**

# COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

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Item Title: Community Investment Program Funds Transfer

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☐

Direction ☐

Information ☒

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## Summary

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

## Background Information

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

### McKnight Ballfield Improvements (2021 Bond)

Transfer \$430,000 from McKnight Park Parking Addition to McKnight Ballfield Improvements.

## Priorities Served

### *Responsible budgeting*

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

## Fiscal Impact

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

## Attachments

CIP Funds Transfer Request – 2021 Bond



... creating a better quality of life

**CIP Funds Transfer Request**

Mr. Tindall:

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

CIP Loan      2021 Bond

Transfer CIP funds from:

McKnight Park Parking Addition      \$    (430,000.00)

Transfer CIP funds to:

McKnight Ballfield Improvements      430,000.00

TOTAL TRANSFER      \$    (430,000.00)

TOTAL TRANSFER      \$    430,000.00

Explanation: It has been requested that McKnight Park Parking Addition funds be transferred to  
McKnight Ballfield Improvements. Funding for this project has been approved in the next borrowing.  
This transfer will allow the project to start now. Once funds are received from the next borrowing the  
money included for McKnight Ballfield Improvements will be moved back to McKnight Park Parking  
Addition.

  
Budget Director Signature

9-28-21  
Date

  
Reviewed by Finance

9-28-21  
Date

Approved ☒

  
City Manager

Declined ☐

9-28-21  
Date

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

## COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

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Item Title: Addendum No. 2 to Agreement with MTSU Foundation and MTSU

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

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### Summary

Addendum No. 2 to Agreement with MTSU Foundation and MTSU.

### Staff Recommendation

Approve Addendum to Agreement with MTSU Foundation and MTSU.

### Background Information

City entered into an agreement with the MTSU Foundation on July 10, 2014, for usage of the Adams Tennis Complex.

The proposed addendum will allow for the MTSU Foundation to purchase and install a permanent sound system at the facility to be used for MTSU tennis matches and tournaments along with Murfreesboro Parks and Recreation events.

### Council Priorities Served

#### *Establish strong City brand*

Installation of the sound system will enhance the overall experience for visitors and members of the Adams Tennis Complex.

### Fiscal Impact

None. MTSU Foundation will purchase and install the equipment.

### Attachment

Addendum No. 2 to Agreement with MTSU Foundation and MTSU

**Addendum #2 to Agreement (MTSU Contract # C15-0037)**  
**Between**  
**The City of Murfreesboro,**  
**Middle Tennessee State University Foundation**  
**And**  
**Middle Tennessee State University**

This Addendum #2 (“Addendum”) to the Agreement (“Agreement”) MTSU Contract # C15-0037 entered into on July 10, 2014 between The City of Murfreesboro (“City”), Middle Tennessee State University Foundation (“Foundation”), and Middle Tennessee State University (“University”) shall be effective upon final signature below.

1. Purpose: The purpose of this Addendum is to establish the City’s right to use the “Peavey Speaker System” (hereinafter “Sound System”) located at Adams Tennis Complex Indoor Tennis Facility and the Foundation’s right to procure, install, and use the “Sound System”.
2. Term: The term of this Addendum shall commence upon the final signature below and continue so long as the “Sound System” is located at Adams Tennis Complex Indoor Tennis Facility. This Addendum, and all obligations set forth herein shall immediately terminate upon removal of the “Sound System”.
3. Obligations of the Foundation:
  - a. The University shall procure a “Sound System” to install at the Adams Tennis Complex Indoor Tennis Facility for use by both the City and the University.
  - b. The University shall have full use of the “Sound System” during MTSU Men and Women’s Tennis Team practices, matches, and tournament events.
  - c. The University shall have full use of the “Sound System” during any event MTSU hosts or sponsors.
4. Obligations of the City:
  - a. In exchange for full use of the “Sound System”, the City shall maintain the “Sound System” once installed at the Adams Tennis Complex Indoor Tennis Facility.
  - b. The City shall have full use of the “Sound System” during City sponsored events.
5. Damage: Each party certifies they will use the “Sound System” in accordance with the manufacturer’s guidelines, principles, and procedures applicable to proper and recommended use. Each party shall be obligated to make good faith efforts to maintain the “Sound System” in operational form and in good repair. Each party shall immediately notify the other party via Electronic Mail, Telephone, or Certified Mail should damage be caused or discovered. Each party shall be responsible and liable for any damage occurring during their use, or while the “Sound System” is under their control. For clarity, the “Sound System” shall exclusively be deemed to be under the control of the University during the times enumerated in Section 3. Should a dispute arise related to the cause of the damage, it is expressly agreed that a good faith effort shall be made to resolve all disputes informally by those who have the authority to resolve such disputes. Should resolution not be reached, the City and the Foundation shall divide the repair cost by one half and each party shall be liable for their half share.



C15-0037C

Except as specifically provided herein, the terms and conditions of the Agreement are hereby ratified and affirmed.

**CITY OF MURFREESBORO**

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

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

**MIDDLE TENNESSEE STATE UNIVERSITY  
FOUNDATION**

\_\_\_\_\_  
Joe Bales, Vice President for University  
Advancement

Date: 11 Oct 2021

**MIDDLE TENNESSEE STATE UNIVERSITY**

\_\_\_\_\_  
*Alan R. Thomas*

Digitally signed by Alan R. Thomas, Vice  
President for Business and Finance, acting for  
and on behalf of Middle Tennessee State  
University  
Date: 2021.10.10 12:30:30 -05'00'

Alan R. Thomas, Vice President Business and  
Finance

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

**APPROVED AS TO FORM:**

DocuSigned by:

\_\_\_\_\_  
*Adam F. Tucker*

Adam F. Tucker, City Attorney

Date: 10/21/2021

# COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

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Item Title: Mandatory Referral for Drainage Easement Abandonment on Medical Center Parkway

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

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## Summary

Consider request to abandon drainage easement along Medical Center Parkway.

## Staff Recommendation

Approve the mandatory referral request.

Planning Commission voted to recommend approval at its October 20, 2021 regular meeting.

## Background Information

This mandatory referral [2021-720] is to abandon an existing drainage easement in the proposed Clari Park development along Medical Center Parkway and Robert Rose Drive. Developer proposes to reroute the drainage easement with the development of Clari Park. The City Engineer has reviewed the request and has determined that the easement can be abandoned when the new drainage easement is in place. (Note: The right-of-way abandonment referenced in the applicant's letter is not included in this agenda item.)

Staff and the Planning Commission recommend approval of this request subject to the following conditions:

1. The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal instrument for the easement abandonment. The legal instrument will be subject to the final review and approval of the Legal Department.
2. The applicant will also be responsible for recording this legal instrument, including payment of the recording fee.

## Council Priorities Served

### *Establish Strong City Brand*

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

Attachments:

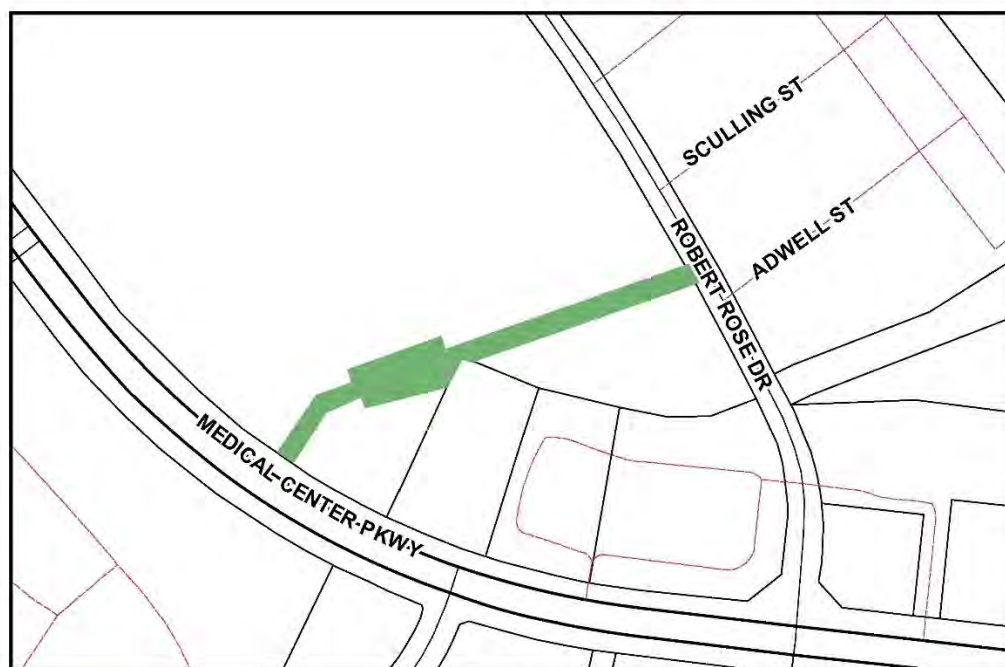
1. Staff comments from 10/20/2021 Planning Commission meeting
2. Letter from applicant
3. Miscellaneous exhibits from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
OCTOBER 20, 2021**

**Principal Planner: Margaret Ann Green**

**3.w. Mandatory Referral [2021-720] to consider abandonment of easements within the Clari Park subdivision located along Medical Center Parkway and Robert Rose Drive, Matt Taylor applicant.**

The subject property is located along Medical Center Parkway and Robert Rose Drive, within the Clari Park subdivision. These properties are proposed to be developed with residential and commercial developments. Presently a drainage easement runs across the property and the applicant proposes to re-route the drainage easement with the development of the property. The City Engineer reviewed the request and has determined the drainage easement can be abandoned when the new drainage easement is in place. If this mandatory referral is approved, it should be made subject to the applicant providing all the necessary documentation required to prepare and record the instrument to City Staff. This includes legal descriptions and an illustration of the property. If approved, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner. The Planning Commission will need to discuss this mandatory referral and formulate a recommendation to City Council.



**Request to Abandon Drainage Easement  
along Robert Rose Drive**

0 50 100 200 300 400  
Feet

Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)





## Request to Abandon Drainage Easement along Robert Rose Drive

0 50 100 200 300 400  
Feet

Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



September 16, 2021

Ms. Margaret Ann Green  
City of Murfreesboro Planning Dept.  
111 West Vine Street  
Murfreesboro, TN 37133-1139

RE: Clari Park Subdivision  
Right-of-Way and Easements Abandonment Mandatory Referral  
SEC Project No. 14358

Dear Margaret Ann,

Please find the attached supplemental documents to support the mandatory referral request to abandon portions of Right-of-Way and easements at the property located along Medical Center Parkway, south of Wilkinson Pike.

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

Sincerely,

Handwritten signature of Matt Taylor in red ink.

Matt Taylor, P.E.  
SEC, Inc.



## City of Murfreesboro Mandatory Referral Application

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

### Mandatory Referral Fees:

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

### Property Information:

Tax Map/Group/Parcel: 79 Parcel 94.00

Address (if applicable): Along Medical Center Parkway

Street Name (if abandonment of ROW): Robert Rose Drive

Type of Mandatory Referral: ROW and Easements abandonment

### Applicant Information:

Name of Applicant: Matt Taylor

Company Name (if applicable): SEC, Inc

Street Address or PO Box: 850 Middle TN Blvd

City: Murfreesboro

State: TN

Zip Code: 37129

Email Address: mtaylor@sec-civil.com

Phone Number: 615-890-7901

### Required Attachments:

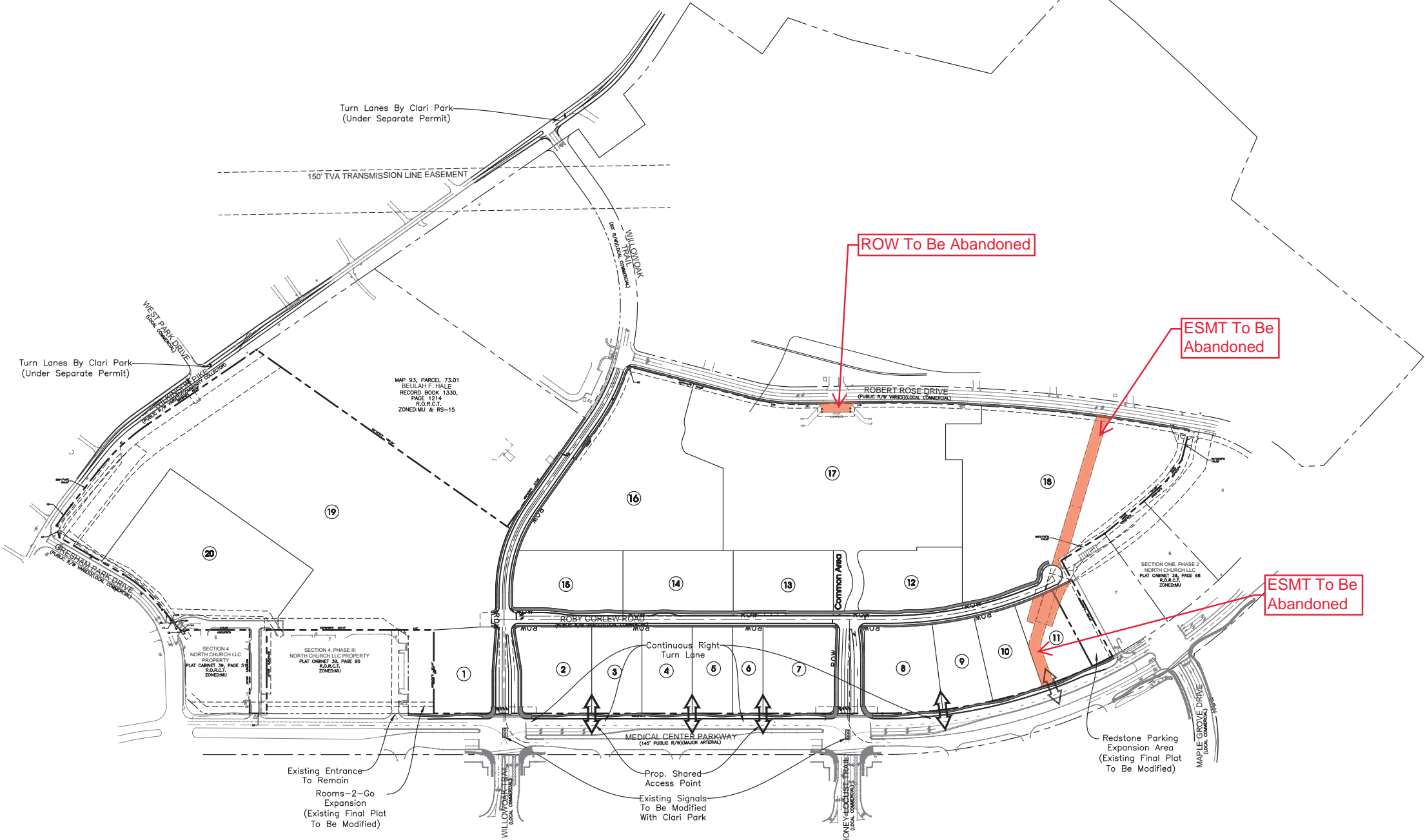
- ☒ Letter from applicant detailing the request
- ☒ Exhibit of requested area, drawn to scale
- ☐ Legal description (if applicable)

Matt Taylor

9/16/2021

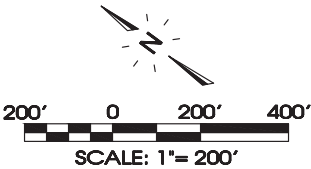
Applicant Signature

Date



- Notes: 1) Streetscape Elements (I.E. Sidewalks, Street Lights, Street Trees) To Be Installed By Each Individual Lot Developer.  
2) The Subdivision Developer Will Be Responsible To Install 1 Plaza And 1 Leg Of Crosswalk On Each Corner Lot.  
3) Stormwater Detention (Quantity & Quality) For Lots 1, 19, & 20 To Be Provided By The Individual Lot Developer.  
Stormwater Detention (Quality & Quantity) For The Rest Of The Lots To Be Installed By The Subdivision Developer.  
4) First Parcel To Develop (Lots 10 or 11), (Lots 8 or 9), (Lots 6 or 7), (Lots 4 or 5), & (Lots 2 or 3) Must Construct All Of The Joint Access Off Medical Center Parkway.  
5) Individual Lots Will Be Required To Use Repurified Water For Irrigation.  
6) All Striping In Public R.O.W. Shall Be Thermoplastic.

Legend:			
	EXIST. CONCRETE MONUMENT		INLET PROTECTION FILTER
	IRON PIN SET (I.P.S.)		HANDICAP PARKING SYMBOL
	IRON PIN FOUND (I.P.F.)		HC SIGN
	EXIST. SIGN POST		HEADWALL
	EXIST. SEWER CLEANOUT		WINGED HEADWALL
	EXIST. MANHOLE (SEWER & PHONE)		MANHOLE
	EXIST. CATCH BASIN (STORM SEWER)	63.25	PROPOSED SPOT ELEVATION
	EXIST. WATER/GAS VALVE	(63.25)	EXIST. SPOT ELEVATION
	EXIST. TELEPHONE RISER		POST INDICATOR VALVE
	EXIST. GAS RISER		REDUCER
	ELECTRICAL ENCLOSURE		REMOTE FIRE DEPT. CONNECTION
	EXIST. WATER METER		REVISION NUMBER
	EXIST. UTILITY POLE		RIP RAP
	EXIST. FIRE HYDRANT		RUNOFF FLOW ARROW
	BENCHMARK		SEWER/STORM FLOW DIRECTION
	BLOW OFF VALVE		TRAFFIC ARROW
	CONCRETE BOLLARD		TURN LANE ARROWS
	CATCH BASIN		VAN ACCESSIBLE HANDICAP DESIGNATION
	CURB INLET		WATER METER
	AREA DRAIN		WHEEL STOP
	CONCRETE THRUST BLOCK		GREASE TRAP
	DOUBLE DETECTOR CHECK VALVE		DRAINAGE STRUCTURE DESIGNATION
	FIRE DEPT. CONNECTION		DRAINAGE PIPE DESIGNATION
	FIRE HYDRANT		CONCRETE SIDEWALK
	GAS METER		EXTRUDED CURB
	GATE VALVE & BOX		CURB & GUTTER
	EXTERIOR CLEANOUT		CONCRETE SWALE
	CHECK VALVE		
EXISTING PHONE	PH		
EXISTING ELECTRIC	OH		
PROPERTY LINE			
EASEMENTS			
RIGHT OF WAY	ROW		
EROSION CONTROL SILT FENCE	SF	SF	SF
EXISTING TREELINE			
EXISTING FENCELINE	X	X	X
MINIMUM BUILDING SETBACK LINE			
PHASE BOUNDARY			
EXISTING GAS LINE	GAS		
PROPOSED GAS LINE	GAS		
EXISTING STORM	STM	STM	
PROPOSED STORM	STM	STM	
EXISTING CONTOUR LINES		-601-	
PROPOSED CONTOUR LINES			
EXISTING SANITARY SEWER	SS	SS	
PROPOSED SANITARY SEWER			
EXISTING WATER	W	W	
PROPOSED WATER	W	W	



ENGINEERING • SURVEYING • LAND PLANNING  
LANDSCAPE ARCHITECTURE  
850 MIDDLE TENNESSEE BOULEVARD  
MURFREESBORO, TENNESSEE 37129  
PHONE: (615) 890-7990 FAX: (615) 895-2567  
EMAIL: M.TAYLOR@SEC-ENGINEERS.COM  
NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.E.C. INC.  
The site as shown on these construction drawings is intended to achieve specific engineering design criteria and objectives. It is the sole responsibility of the engineer to ensure that the design complies with applicable laws, codes, and regulations, and is consistent with the design as noted, described, and illustrated. The engineer assumes no administrative liability or responsibility in the assurance that the site is constructed in accordance with the construction plans.

SEC, Inc.  
SITE ENGINEERING CONSULTANTS

REVIEWED  
(Not Interfered)

Chari Park  
Subdivision  
Murfreesboro, Tennessee

REVISIONS

DRAWN: CFB3, SJA  
DATE: 9-16-2021  
CHECKED:  
MAT  
FILE NAME:  
14358subdivision  
SCALE:  
1"=200'  
JOB NO.  
14358  
SHEET:  
C0.2

Master Plan



## COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

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Item Title: Purchase of Ammunition from Precision Delta

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

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### Summary

Purchase of ammunition from Precision Delta.

### Staff Recommendation

Approve the purchase of ammunition from Precision Delta.

### Background Information

The Contract for Purchase of Ammunition with Precision Delta was approved by Council on February 4, 2021. Pricing for the current contract is available via State Contract SWC 331, which has been extended through July 2022.

Council approved an ammunition purchase on September 30, 2021. It has since been determined that certain items are not going to be available due to the current supply chain issues. An alternative has been found on the State contract and is readily available. This is only a substitution from the original proposal and not an additional purchase.

### Council Priorities Served

#### ***Maintain Public Safety***

The approval of this purchase and contract is necessary to allow MPD to maintain current firearms training requirements.

### Fiscal Impacts

Expenditure, \$43,380, is funded by the Department's operating expenses within the FY22 budget.

### Attachments:

1. Contract Between the City of Murfreesboro and Precision Delta Corporation for Purchase of Ammunition.
2. Precision Delta Corporation Quote.

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

This Contract is entered into and effective as of the 4th day of February 2021, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **PRECISION DELTA CORPORATION**, a corporation of the State of Mississippi ("Contractor").

This Contract consists of the following documents:

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

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

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

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: 280 cases (500 rounds/case) of 9mm 124 gr. FMJ Winchester ammunition, Item #USA9MM as set forth in the State of Tennessee Contract No. 55314 and Contractor's Price Quote Sheet No. 8709 dated January 21, 2021. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract No. 55314 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.

2. **Term.** The term of this Contract shall be from February 4, 2021 (the "Effective Date") to the expiration of the State of Tennessee Contract No. 55314 on July 13, 2021 or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

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

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

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

### 5. **Indemnification.**

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

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

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

If to the City of Murfreesboro:

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

If to the Contractor:

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

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


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

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

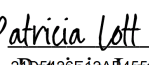
*[signatures appear on the following page]*

**IN WITNESS WHEREOF**, the parties enter into this agreement as of February 4, 2021  
(the "Effective Date").

**CITY OF MURFREESBORO**

DocuSigned by:  
By:   
Shane McFarland, Mayor

**PRECISION DELTA CORPORATION**

DocuSigned by:  
By:   
Patricia Lott, Vice President

APPROVED AS TO FORM:

DocuSigned by:  
  
Adam F. Tucker, City Attorney



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

**Statewide Contract Issued to:**

Precision Delta Corporation  
PO Box 128

Ruleville, MS 38771

Vendor ID: 0000001333

**Contract Number: 0000000000000000000055314**

Title: SWC 331 Ammunition

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

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

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

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

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



liable for the transactions between the Contractor and Authorized Users.

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

**Contract Contact Information:**

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

Line Information

**Line 1**

Item ID: 1000120207

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

Unit of Measure: TH

Vendor Item/Part #: X38SMRP

Manufacturer Item #: X38SMRP

Unit Price: \$ 348.24

**Line 2**

Item ID: 1000120208

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

Unit of Measure: TH

Vendor Item/Part #: RA40B

Manufacturer Item #: RA40B

Unit Price: \$ 340.00

**Line 3**

Item ID: 1000120139

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

Unit of Measure: TH

Vendor Item/Part #: USA9MM

Manufacturer Item #: USA9MM

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

**Line 4**

Item ID: 1000120213

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

Unit of Measure: TH

Vendor Item/Part #: Q4170

Manufacturer Item #: Q4170

Unit Price: \$ 245.80

**Line 5**

Item ID: 1000120218

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

Unit of Measure: TH

Vendor Item/Part #: USA40SW

Manufacturer Item #: USA40SW

Unit Price: \$ 210.84

**Line 6**

Item ID: 1000120276

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

Unit of Measure: TH

Vendor Item/Part #: RA40TA

Manufacturer Item #: RA40TA

Unit Price: \$ 281.80

**Line 7**

Item ID: 1000120275

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

Unit of Measure: TH

Vendor Item/Part #: AA289

Manufacturer Item #: AA289

Unit Price: \$ 374.44

**Line 8**

Item ID: 1000132333

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

Unit of Measure: TH

Vendor Item/Part #: RA40BA

Manufacturer Item #: RA40BA

Unit Price: \$ 335.00

**Line 9**

Item ID: 1000143119

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

Unit of Measure: TH

Vendor Item/Part #: RA45B

Manufacturer Item #: RA45B

Unit Price: \$ 391.20

**Line 10**

Item ID: 1000143113

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

Unit of Measure: TH

Vendor Item/Part #: RA120085

Manufacturer Item #: RA120085

Unit Price: \$ 465.36

**Line 11**

Item ID: 1000142233

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

Unit of Measure: TH

Vendor Item/Part #: RA556B

Manufacturer Item #: RA556B

Unit Price: \$ 716.00

**Line 12**

Item ID: 1000142234

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

Unit of Measure: TH

Vendor Item/Part #: Q3130

Manufacturer Item #: Q3130

Unit Price: \$ 672.00

**Line 13**

Item ID: 1000120209

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

Unit of Measure: TH

Vendor Item/Part #: Q4238

Manufacturer Item #: Q4238

Unit Price: \$ 216.32

**Line 14**

Item ID: 1000179163

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

Unit of Measure: TH

Vendor Item/Part #: RA357SSF

Manufacturer Item #: RA357SSF

Unit Price: \$ 568.58

**Line 15**

Item ID:

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

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

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

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

\_\_\_\_\_  
DATE

**SWC# 331 Ammunition**  
**Contract Information and Usage Instructions**

**Contract Period:** Total number of years if all options are exercised: 5 Years  
Initial one (1) year contract term with four (4) one-year annual renewal options  
Start Date: July 14, 2017  
Initial End Date: July 13, 2018  
**Final End Date: July 13, 2022**

**Summary/Background Information:** This contract was established to provide a reliable source for firearm ammunition used by Correction, Safety, local law enforcement, and other government agencies.

**State Contact Information**

**Contract Administrator:**

Josh Polk  
Category Specialist  
Central Procurement Office  
(615) 360-4460  
Joshua.Polk@tn.gov

**State Contact Information**

**Backup Contract Administrator:**

Mike Neely  
Category Specialist  
Central Procurement Office  
(615) 741-5971  
Michael.t.neely@tn.gov

**Supplier Contact Information:**

Company Name Craig's Firearm Supply  
Edison Contract Number 55308  
Supplier Number 0000073066  
Supplier Contact Information Matt Brooke  
(865) 573-4567  
[MattB@craigsfirearms.com](mailto:MattB@craigsfirearms.com)  
8761 Chapman Hwy  
Knoxville, TN 37920



2019\_REM  
AMMO\_MSRP.xlsx

Catalogs (updated 9/26/2019):

Company Name Gulf State Distributors  
Edison Contract Number 55311  
Supplier Number 0000001318  
Supplier Contact Information Tommy Trammel  
(800) 223-7869 (office)  
[Tommy@gulfstatesdist.com](mailto:Tommy@gulfstatesdist.com)  
6000 E. Shirley Lane  
Montgomery, AL 36117



TN Federal Speer  
Catalog Pricing 2019-



TN Hornady Catalog  
2019-2020.xlsx

Catalogs (updated 9/26/2019):

Company Name Precision Delta Corporation  
Edison Contract Number 55314  
Supplier Number 0000001333  
Supplier Contact Information Patricia Lott  
(662) 756-2810  
[precdelta@tecinfo.net](mailto:precdelta@tecinfo.net)  
PO Box 128  
Ruleville, MS 38771



Winchester 49% off  
- Precision Delta

Catalogs (updated 9/26/2019):

Company Name	Accurate Law Enforcement
Edison Contract Number	55327
Supplier Number	0000008565
Supplier Contact Information	Joseph Harrison (901) 774-9595 <a href="mailto:joseph@accuratelawenforcement.com">joseph@accuratelawenforcement.com</a> 3562 Summer Avenue Memphis, TN 38122



TENNESSEE\_Accurate - Sig Sauer Catalog

Catalogs (updated 9/26/2019):

Company Name	Blackfox Tactical
Edison Contract Number	55328
Supplier Number	0000123020
Supplier Contact Information	Glen Brown (615) 293-7480 <a href="mailto:sales@blackfoxtactical.com">sales@blackfoxtactical.com</a> 113 South Horton Parkway Chapel Hill, TN 37034

### Usage Instructions:

Follow your agency specific rules for ordering, PO generation, and approvals.

- Individual orders for non-LTL ammunition less than three cases (each case = 1000 rounds) are exempt from purchase from this contract.
- LTL ammunition requiring hazardous freight must purchase a minimum amount of \$3000.
- LTL ammunition shipped through non-hazardous freight requires a minimum purchase of \$1000.
- All items must be delivered within approximately 180 days after receipt of a purchase order, unless there is a severe shortage of a specific ammunition type. When placing an order, agencies should obtain an estimated delivery timeframe from the supplier.

### Requisition and Purchase Order Generation:

For information on how to create a requisition and/or purchase order please visit:  
<https://www.teamtn.gov/content/dam/teamtn/cpo/documents/learning-and-development/cpo-job-aid/Doc%20Type%20Job%20Aid.pdf>

### Billing and Payment Instructions:

Follow your agency specific rules for billing and payments to the supplier.

# COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

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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"/>

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## 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 Purchases FY 2022

[illegible]



## MWRD - OPERATIONS & MAINTENANCE

### Asphalt Quotes FY 2022

	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	\$59.00	\$66.50	\$58.39	\$67.35	
Aug	\$65.00	\$75.00	\$59.00	\$69.00	\$57.85	\$67.51	
Sep	\$65.00	\$75.00	\$59.00	\$66.50	\$57.81	\$67.46	
Oct	\$65.00	\$75.00	\$59.00	\$69.00	\$57.81	\$67.46	
Nov	\$65.00	\$75.00					
Dec	\$65.00	\$75.00					
Jan	\$65.00	\$75.00					
Feb	\$65.00	\$75.00					
Mar	\$65.00	\$75.00					
Apr	\$65.00	\$75.00					
May	\$65.00	\$75.00					
Jun	\$65.00	\$75.00					

## COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

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Item Title: FY21 Cost of Service and Rate Study

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

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### Summary

Proposal by Jackson Thornton to prepare of MWRD's FY21 Cost of Service (COS) and Rate Study

### Staff Recommendation

Approve professional services proposal with Jackson Thornton subject to Legal Department approval.

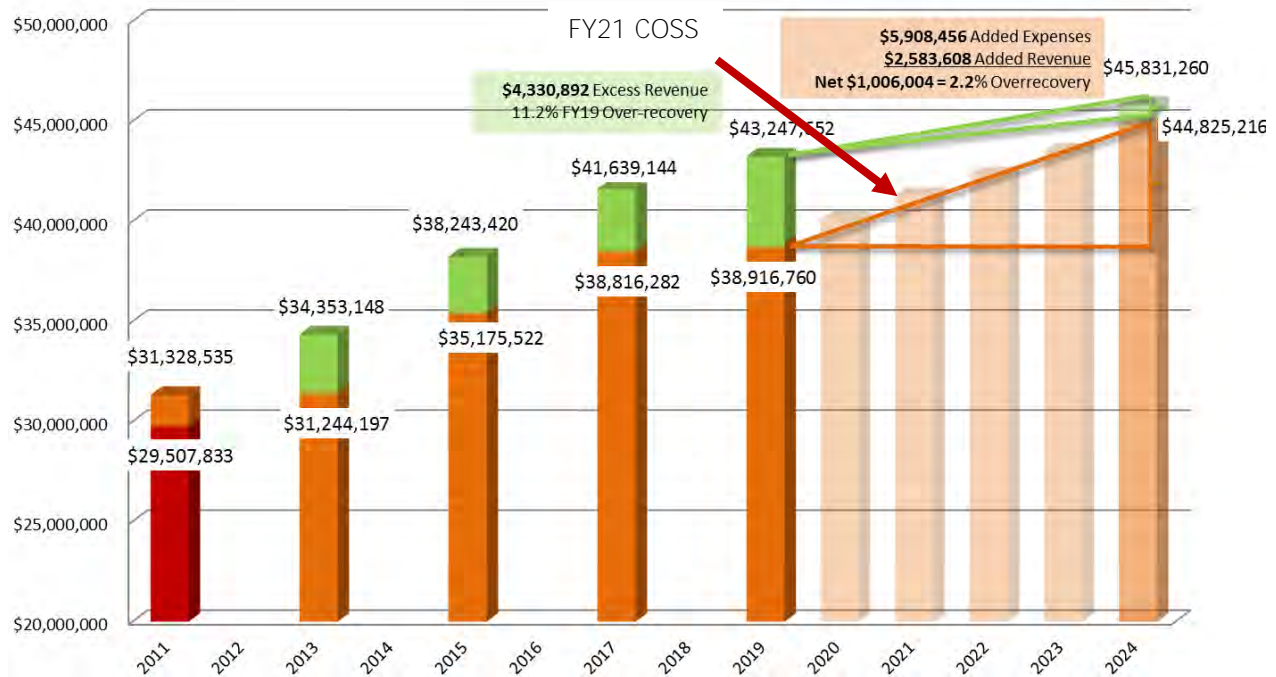
### Background Information

The COS and Rate Study determines the minimum user fees to cover the Water Resource Department's fixed costs and the commodity rates to cover the production of potable water and treatment of sanitary sewer between the several customer classes the Department serves. Approval of the COS and rate study is consistent with the Department's prior Financial Management Policies adopted in December 2017. Section E. Rates, Fees, and Charges Policies, Item E.6. states: "The Department shall consider using the services of a qualified independent consultant to conduct a comprehensive cost of service and rate study at approximately two (2) year intervals." The last COSS was conducted for the Department in FY2019.

The proposal includes determining Cost of Service (COS) and Rate Studies for MWRD's water, sewer and repurified (reclaimed) water system.

A new cost of service study will help position the Department appropriately to develop our five (5) year rate design and determine where we are in comparison to the previous 5-yr pro forma calculations developed in the FY19 study. The previous study gave a

Pro Forma through FY24 and the proposed study will develop a Pro Forma through FY26.



## Council Priorities Served

### *Responsible budgeting*

Preparing a cost of service and rate study affords the City fundamental understanding on necessary costs to operate, maintain and fund long-term capital improvements while seeking to maintain community affordability indexes.

### Fiscal Impact

Expenditure, \$44,700, and is budgeted within MWRD's FY22 professional services operating account.

### Attachments

Jackson Thornton Proposal for COSS and Rate Study – dated October 15, 2021



Certified Public Accountants  
& Consultants

October 15, 2021

Mr. Darren Gore, P.E., Director  
Murfreesboro Water Resources Department  
Post Office Box 1477  
Murfreesboro, Tennessee 37133

Re: Engagement Arrangements for professional services related to Revenue Requirements Analysis and Cost of Service/Rate Study for the Water/Wastewater/Repurified Systems

Dear Mr. Gore:

We appreciate the opportunity to submit to you and the Murfreesboro Water Resources Department ("MWRD") our proposal to assist you with the Revenue Requirements Analysis and Cost of Service/Rate study detailed herein. We believe that you will find Jackson Thornton's Utilities Consulting Group ("JT") to be especially qualified to assist MWRD with this project because of the extensive knowledge and experience that we have in the utilities industry.

JT have performed similar cost of service and rate design projects for many other distribution systems, and will be glad to provide a list of references upon request. We currently assist more than 40 water/wastewater systems with Cost of Service/Rate Study work.

#### **PROJECT STAFFING**

We anticipate that the staff involved in the Cost of Service/Rate Study project will primarily be Jim Marshall and Sarah Chandler. Jim will be the principal-in-charge and Sarah will serve as the senior manager on this project. In addition, we have a staff of professionals dedicated to utility accounting and consulting that we can call upon if needed.

James B. Marshall, III, the principal responsible for electric, natural gas, and water and sewer utility Cost of Service/Rate Study work has worked with utilities for more than fifteen years. During that time, he has provided financial forecasting, cost of service, and rate design consulting projects for utilities throughout the southeast. Jim has also worked with manufacturing and commercial companies across the country on tax issues and utility negotiations. He is certified by the Association of Energy Engineers as an Energy Procurement Professional. Jim currently serves on AWWA's Rates and Charges Committee as well as the Utility Finance Management Committee for the Kentucky/Tennessee section of AWWA.

Sarah V. Chandler has many years of experience in the utilities industry in the areas of cost of service, rate design, and regulation. Sarah worked for eight years at the Alabama Public Service Commission as an Advisory Staff Analyst where she reviewed and evaluated rates and other filings for utilities. She also has rate design and cost of service experience with a large interstate natural gas pipeline. She has completed training classes for financial planning, rates, fees, and charges sponsored by AWWA. Sarah serves on AWWA's Finance, Accounting, and Management Controls Committee.

**Jackson Thornton Certified Public Accountants & Consultants**

200 Commerce Street, Montgomery, Alabama 36104-2591 P.O. Box 96, Montgomery, Alabama 36101-0096  
334 834 7660 [jacksonthornton.com](http://jacksonthornton.com) A PROFESSIONAL CORPORATION

## PROJECT OBJECTIVE

The overall objective of this project is to provide independent analysis and objective information to allow MWRD to determine if its current water, wastewater, and repurified rates need to be changed and, if so, where the changes in rates are needed. For MWRD, we propose this engagement as a multi-phased project.

- Phase I – Revenue Requirements Analysis “RRA” – This phase of the project includes working with the management team to review historical accounting and cost records for plant investment and expenditures. We will also review budgets (financial, capital requirements, cash flow, etc.) and loan covenant requirements in order to determine the projected revenue requirements of each utility service and for the system. After performing this RRA, we will know if the current rates will generate the needed revenue requirements for each service provided and for the system.
- Phase II – PART 1 - Prepare Embedded Water/Wastewater/Repurified Cost of Service Study “COSS” – This phase of the project includes working with your management team to perform a detailed allocation of the distribution plant, operating expenses, debt service and capital improvement projects to each rate class. From this phase we can determine if rate equity exists between rate classes. The results of this COSS will provide the support for any changes in your rates, if any are needed.

PART 2 - Prepare Preliminary Rate Designs for Each Rate Class – The second part of this phase includes using the COSS results to determine what changes in current rates are needed to generate the revenues desired from each rate class. After preliminary rates have been determined for each rate class, analysis can be prepared reflecting existing rates versus proposed rates and total revenues generated by each different rate class.

## PROJECT PROCEDURES STANDARDS

The procedures employed by JT follow generally accepted cost of service principles. Our model is flexible to compensate for individual accounting practices. As a guideline, our water and sewer model follows the allocation processes detailed in the M-1 Manual (“Principles of Water Rates, Fees and Charges prescribed by the American Water Works Association”). Revenue requirements will be calculated using the Cash Method, unless otherwise desired. JT has developed a comprehensive Cost of Service model that allows Management and MWRD to explore all study variations desired for each system.

The assistance to be supplied by the personnel of Murfreesboro Water Resources Department has been discussed and coordinated with Darren Gore, Director. We will provide an information request form prior to the first on-site meeting. The timely and accurate completion of this work is essential to our completion of the services described above.

During the course of our engagement, we may accumulate records containing data that should be reflected in MWRD's books and records. MWRD will determine that all such data, if necessary, will be so reflected. Accordingly, MWRD will not expect us to maintain copies of such records in our possession.

## CONFIRMATION OF MANAGEMENT RESPONSIBILITY

Mr. Darren Gore, a senior member of management, will oversee our services, and you have indicated that you possess suitable skill, knowledge, and experience to understand the services to be performed sufficiently to oversee them. You have also agreed that you will assume all management responsibilities for subject matter and scope of the services under this arrangement letter. You have agreed to evaluate

the adequacy and results of our services performed and you accept responsibility for the results and ultimate use of the services.

#### **FEES AND COSTS**

Since we are proposing to complete both the water, wastewater, and repurified systems simultaneously, we will complete the three studies for a fee capped at \$44,700.

Our price includes the development of cost curves by rate class and the comparison of current to proposed rates. This price does not include time required to meet with potential customers or opposition parties for rate approval.

Our fees are based on the understanding that MWRD will provide us with the data needed in a timely basis. All reasonable travel and out-of-pocket expenses will be billed at cost. The above fees do not include travel time, which will be billed at one-half our standard billing rates and capped to eight (8) hours per person, per round trip.

Any changes to the project (change of test year, financial projections, rate classes, billing data, etc.) after initial criteria are set will require a change order. We will provide an estimate as to the cost of any of these changes, and will receive approval by your management before proceeding.

Our fees for these services will be billed periodically as the work progresses. Such bills are payable on presentation and a late charge of 1½ % per month will be imposed for any portion of the billed amount not paid within 30 days of the bill date. We reserve the right to suspend our work and/or to terminate our engagement if any bill is not paid in full within 30 days of the bill date. In the event of suspension of our work or termination of our engagement, such work shall not be resumed and such engagement shall not be reinstated, as the case may be, until the account balance and all late charges are paid in full.

#### **CLAIM RESOLUTION**

It is agreed by MWRD and JT or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of MWRD shall be asserted more than two (2) years after the date of the completion of services by JT pursuant to this engagement.

JT and MWRD each acknowledge that there are risks involved with communicating and storing data via electronic means. Accordingly, to the fullest extent permitted by law, JT and MWRD each waive and acknowledge that neither party shall have any claim against the other based upon, relating to, or arising from the use of electronic systems (including, but not limited to, email and cloud computing systems). Without limiting the generality of the foregoing, neither party shall be liable for any damages arising from any and all data breaches, the delivery of communications, data, or documents to unintended recipients, or the interception or viewing of communications, data, or documents by unintended or unauthorized individuals or entities.

#### **ELECTRONIC SIGNATURES AND COUNTERPARTS**

Each party hereto agrees that any electronic signature of a party to this Agreement or any electronic signature to a document contemplated thereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i)

a scanned copy ((as a "pdf" (portable document format) or other replicating image)) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule, statute of frauds, or any other evidentiary objection or theory premised upon the execution and/or delivery of the document by electronic means.

Any and all documents executed by electronic signatures shall be retained in a readily accessible format in accordance with the respective party's document retention policy. In the event that either party shall lose or otherwise be unable to produce its original document, such party may request the other party to produce the original document in whatever format it is currently stored, and reimburse the producing party for its cost and expense incurred in providing such documents.

#### **CONFIRMATION OF AGREEMENT**

This engagement letter constitutes the complete and exclusive statement of the agreement between JT and MWRD, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements set forth herein including our respective responsibilities.

Sincerely,

JACKSON THORNTON & CO., P.C.

A handwritten signature in black ink, appearing to read "James B. Marshall, III", written over a horizontal line.

James B. Marshall, III  
Principal

A handwritten signature in black ink, appearing to read "Sarah V. Chandler", written over a horizontal line.

Sarah V. Chandler  
Senior Manager

Confirmed on behalf of the addressee:

\_\_\_\_\_  
Signature

## COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

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Item Title: Minutes of City Council Meetings

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

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### Summary

Review and approval of City Council meeting minutes.

### Staff Recommendation

Approve minutes as listed.

### Background Information

City Council meetings are available on the City's website for reference to actions taken and discussion made as items are considered. In accordance with Meeting procedures, Council approves meeting minutes in order for these to become the official minutes of the meeting.

### Attachments

October 13, 2021 (Regular Meeting)

October 21, 2021 (Regular Meeting)



October 13, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session in the Business Center at the Murfreesboro Municipal Airport at 10:00 a.m. on Wednesday, October 13, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright

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

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Jennifer Brown, City Recorder/  
Finance Director  
Darren Gore, Assistant City Manager  
Chris Griffith, Executive Director/  
Public Infrastructure  
Sam Huddleston, Executive Director/  
Development Services  
Kim Williams, City Schools Finance Director  
Robert Holtz, Building and Codes Director  
Karen Lambert, Grant Coordinator  
Joshua Miller, Administrative Assistant

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

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

(Insert letter dated October 13, 2021 here with regards to  
easement offers for Overall Creek Pumping Station expansion.)

Mr. Craig Tindall, City Manager, presented the request of the Water Resources Department to approve the purchase of easements in the amount of \$56,250, with an additional 10% for voluntary grant of easements (\$61,875), funded by the department's CIP to continue the expansion of the Overall Creek Pumping Station.

Mr. Martin made a motion to approve the purchase of easements in the amount of \$56,250, with an additional 10% for voluntary grant of easements (\$61,875), funded by the department's CIP to continue the expansion of the Overall Creek Pumping Station. Mr. Wright seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated October 13, 2021 here with regards to  
ADA Transition Plan for Public Facilities Design Services.)

Mr. Robert Holtz, Building and Codes Director, presented the request to approve the Agreement with Kline Swinney Associates in the amount of \$105,000, funded by the CIP, for design services related to the City's ADA Transition Plan for Public Facilities.

Mr. LaLance made a motion to approve the Agreement with Kline Swinney Associates in the amount of \$105,000, funded by the CIP, for design services related to the City's ADA Transition Plan for Public Facilities. Mr. Wade seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated October 13, 2021 here with regards to August 2021 Dashboard packet.)

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

The following letter from the Councilmember LaLance was presented to the Council:

(Insert letter dated October 13, 2021 here with regards to discussion and direction regarding management of MED proceeds.)

Council engaged in discussion regarding the management of the proceeds from the MED sale resulting in the following decisions:

\$40,000,000 would be used for traffic improvements in which dedicated restricted accounts for each project would be created. Traffic improvement projects included Rutherford Boulevard extension and bridge over I-24, Memorial Boulevard from the VA to Cherry Lane widening, Lascassas Highway to the east of Dejarnette Lane widening and Old Fort Parkway widening.

\$21,475,000 will be contributed to the general fund directly with \$5,000,000 used to begin development of a park on the west side of town.

Remaining proceeds are to be held in a separate Trust, and two boards would be created, a Board of Trustees and a Charitable Board. The Board of Trustees will manage the investment strategies of the Trust, manage the disbursement of funds and will be composed of five members with legal or financial backgrounds that will be appointed by Council. The Charitable Board will oversee money given to charitable organizations out of the Trust and give instruction to the Board of Trustees for disbursement of charitable funds. A portion of the money the Charitable Board oversees will go towards a scholarship for Murfreesboro students at accredited higher learning institutions in the City, the Executive Director of Community Services will serve as an Ex-Officio member of the Board and the Board will be composed of seven members nominated by Council at staggered two, three and four year terms initially, with four year terms after the first terms end.

An annual distribution of 4% from the Trust will be disbursed by the Board of Trustees. Initially, \$500,000 of this distribution will be charitable community investment

contributions overseen by the Charitable Board with the remainder of the distribution going to the general fund until such time that 15% of the distribution meets or exceeds \$500,000. Thereafter, 15% of the distribution will be overseen by the Charitable Board and 85% of the distribution will go to the general fund for Council determination of use.

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

(Insert letter dated October 13, 2021 here with regards to Beer  
Permit Application for Mariscos Sayulita Nayarit, 2955  
Rutherford Boulevard, Suite A.)

Mr. LaLance made a motion to approve the Beer Permit for Mariscos Sayulita Nayarit, 2955 S. Rutherford Boulevard, Suite A (New Location). Mr. Wade seconded the motion and all members of the Council present voted "Aye".

The City Recorder/Finance Director announced that there were no statements to consider.

There being no further business, Mayor McFarland adjourned this meeting at 1:56 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

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JENNIFER BROWN - CITY RECORDER

October 21, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, October 21, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

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

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Jennifer Brown, City Recorder/  
Finance Director  
Darren Gore, Assistant City Manager  
Michael Bowen, Chief of Police  
Sam Huddleston, Executive Director/  
Development Services  
Ron Duggin, Project Development Director  
Pam Russell, Employee Services Director  
Nate Williams, Parks and Recreation Director  
Matthew Blomeley, Assistant Planning Director  
Randolph Wilkerson, Assistant Employee Services Director  
Joshua Miller, Administrative Assistant

Council Member Bill Shacklett commenced the meeting by introducing Mr. Jeff Parker, Executive Director H3RC, who gave a description of the organization and the services H3RC provides. Mr. Parker then led a prayer followed by the Pledge of Allegiance.

Mr. Randolph Wilkerson, Assistant Human Resources Director, recognized STARS Award recipients Ms. Freida Coldwell and Ms. Melissa Pettis, Employee Services Department, who went above and beyond the call of duty by assisting and impressing a former employee seeking an employment verification letter with their excellent customer service. Mayor McFarland presented plaques recognizing Ms. Coldwell's and Ms. Pettis's ability to represent the best of what Murfreesboro City Employees have to offer, exhibiting core values and creating a better quality of life for citizens.

The Consent Agenda was presented to the Council for approval:

1. Tennessee Housing Development Agency Emergency Solutions FY22 Grants (Community Development)
2. Extend Agreements for Healthcare Ancillary Products (Employee Services)
3. FY22 City Manager Approved Budget Amendments (Finance)
4. Approval of Use of Competitive Sealed Proposals for Playground Design and Installation (Parks)
5. Mandatory Referral for Installation of Private Irrigation Lines in Plum Leaf Place Right-of-Way (Planning)
6. 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Award Acceptance (Police)

7. Graykey Software License Renewal (Police)
8. Asphalt Purchases (Water Resources)
9. Trane HVAC Unit Replacement (Water Resources)
10. Grass Cutting & Landscaping for Stones River Water Treatment Plant (Water Resources)
11. Pall Membrane Service Agreement (Water Resources)
12. Commercial Painting Inc. Contract Fourth Amendment (Water Resources)

(Insert letters from Community Development, Employee Services, Finance, Parks, Planning, Police (2), & Water Resources (5) Departments here.)

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

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

(Insert letter dated October 21, 2021 here with regards to approval of Minutes of City Council Meetings.)

Mr. LaLance made a motion to approve the minutes as written and presented for the regular meeting held on September 15, 2021 and the regular meeting held on September 30, 2021. Mr. Wade seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 21, 2021 here with regards to Fiscal Year 2022 Budget Amendment Ordinance.)

Ms. Jennifer Brown, City Recorder/Finance Director, stated that following additional amendments to the budget had been added to the Ordinance after first reading: Hotel/Motel Tax Revenue changes, increased monetary transfer to the Chamber of Commerce, Building and Codes personnel addition and the award of Police Grants.

An ordinance, entitled "ORDINANCE 21-O-29 amending the 2021-2022 Budget Appropriations (1st Amendment)," which passed first reading on September 30, 2021, was read to the Council and offered for passage on second and final reading, as amended, upon motion made by Mr. LaLance, seconded by Mr. Martin. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

(Insert ORDINANCE 21-O-29 here.)

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

(Insert letter dated October 21, 2021 here with regards to rezoning approximately 17.5 acres located north of Doctor Martin Luther King Jr Boulevard, south of east Castle Street, east of south Highland Avenue and west of First Avenue [2021-414].)

An ordinance, entitled "ORDINANCE 21-OZ-28 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 17.48 acres located north of Doctor Martin Luther King Jr. Boulevard, south of East Castle Street, east of South Highland Avenue, and west of First Avenue from Residential MultiFamily Sixteen (RM-16) District, Duplex Residential (R-D) District, SingleFamily Residential Eight (RS-8) District and City Core Overlay (CCO) District to Planned Unit Development (PUD) District and City Core Overlay (CCO) District; Murfreesboro Housing Authority, applicant [2021-414]," which passed first reading on September 30, 2021, was read to the Council and offered for passage on second and final reading upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

(Insert ORDINANCE 21-OZ-28 here.)

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

(Insert letter dated October 21, 2021 here with regards to scheduling public hearings for December 2, 2021 for a zoning application [2021-418] for approximately 8.4 acres located along Bridge Avenue, an annexation petition and plan of services [2021-507] for approximately 15.6 acres located north of Dejarnette Lane, a zoning application [2021-420] for approximately 9.5 acres located north of Dejarnette Lane, an annexation petition and plan of services [2021-508] for approximately 2.4 acres located south of South Rutherford Boulevard, a zoning application [2021-421] for approximately 2.4 acres located south of South Rutherford Boulevard, a zoning application [2021-419] for approximately 29.1 acres located along Franklin Road, an annexation petition and plan of services [2021-509] for three rights-of-way, a Zoning Ordinance Amendment [2021-801] pertaining to Section 13 and scheduling a public hearing for December 16, 2021 for an annexation petition and plan of services [2021-510] for approximately 123 acres located along Veals Road and Double Springs Road.)

The following RESOLUTION 21-R-PH-33 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-PH-33 fixing the time for holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as to consider a proposed amendment to rezone approximately 8.4 acres located along Bridge Avenue from Single-Family Residential Ten (RS-10) District to Commercial Fringe (CF) District and approximately 1 acre from Heavy Industrial (H-I) District to Commercial Fringe (CF) District; City Church, applicant(s) [2021-418].)

The following RESOLUTION 21-R-PH-34 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-PH-34 fixing the time for Public Hearings to consider (1) adoption of a Plan of Services for and annexation of approximately 15.6 acres located north of DeJarnette Lane and (2) zoning of approximately 9.5 acres located north of DeJarnette Lane to Planned Institutional Development (PND) District (Providence Christian Academy Athletic Facility PND), which have been proposed to be annexed to the City of Murfreesboro, Tennessee, and re-zoning of approximately 9.5 acres from Single-Family Residential Fifteen (RS-15) District to Planned Institutional Development (PND) District; Calvary Baptist Church and Providence Christian Academy, applicant(s) [2021-507 & 2021-420].)

The following RESOLUTION 21-R-PH-35 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin

Bill Shacklett  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-PH-35 fixing the time for Public Hearings to consider (1) adoption of a Plan of Services for and annexation of approximately 2.4 acres located south of South Rutherford Boulevard and (2) zoning of approximately 2.4 acres located south of South Rutherford Boulevard to Heavy Industrial (H-I) District; which have been proposed to be annexed to the City of Murfreesboro, Tennessee, James Allen Huskey, applicant [2021-508 & 2021-421].)

The following RESOLUTION 21-R-PH-36 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-PH-36 fixing the time for holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as to consider a proposed amendment to rezone approximately 29.1 acres located along Franklin Road from Single-Family Residential Twelve (RS-12) District and Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Eight (RS-8) District and approximately 4.5 acres from Single-Family Residential Fifteen (RS-15) District to Commercial Fringe (CF); Lennar Homes of Tennessee, LLC, applicant [2021-419].)

The following RESOLUTION 21-R-PH-37 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None



(Insert RESOLUTION 21-R-PH-37 fixing the time for a Public Hearing to consider adoption of a Plan of Services for and annexation of approximately 85 linear feet located along Parkwood Drive ROW, 140 linear feet located along Woodcrest Drive ROW, and 100 linear feet located along Westridge Drive ROW, which have been proposed to be annexed to the City of Murfreesboro, Tennessee, Rutherford County Engineering Department, applicant(s) [2021-509].)

The following RESOLUTION 21-R-PH-38 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-PH-38 fixing the time for holding a Public Hearing with respect to amending the Murfreesboro City Code, Appendix A – Zoning, Sections 13 and 24, dealing with Planned Development Regulations and City Core Overlay District Regulations, City of Murfreesboro Planning Department, applicant [2021-801].)

The following RESOLUTION 21-R-PH-39 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-PH-39 fixing the time for a Public Hearing to consider adoption of a Plan of Services for and annexation of approximately 123 acres located along Veals Road and Double Spring Road and rights-of-way of approximately 2,400 linear feet of Veals Road and 2,430 linear feet of Double Spring Road, which have been proposed to be annexed to the City of Murfreesboro, Tennessee, Hall Family Real Estate Partnership, applicant(s) [2021-510].)

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

(Insert letter dated October 21, 2021 here with regards to reimbursement Resolution – Fire Administration Building Expenses.)

The following RESOLUTION 21-R-33 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-33 here expressing official intent that certain expenditures to be incurred in connection with certain public works projects, and related expenditures for the design and engineering of a new Fire Administration Building at 701 Bridge Avenue before the City borrows for the FY22 CIP be reimbursed from proceeds of notes, bonds, or other indebtedness to be issued or incurred by the City of Murfreesboro, Tennessee.)

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

(Insert letter dated October 21, 2021 here with regards to reimbursement Resolution – City Hall Parking Garage Sprinkler renovation.)

The following RESOLUTION 21-R-35 was read to the Council and offered for adoption upon motion made by Mr. Martin, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 21-R-35 here expressing official intent that certain expenditures to be incurred in connection with certain public works projects, and related expenditures for the City Hall Parking Garage Sprinkler Renovation Project, be reimbursed from proceeds of notes, bonds, or other indebtedness to be issued or incurred by the City of Murfreesboro, Tennessee.)

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

(Insert letter dated October 21, 2021 here with regards to Contract for City Hall Parking Garage Sprinkler renovation.)

Mr. Ron Duggin, Project Development Director, presented the request to approve the Construction Contract with Rice Construction Co. LLC in the amount of \$365,945 for

renovation of the City Hall Parking Garage sprinkler system, funded by the CIP with \$115,273 being reimbursed by the County.

Mr. LaLance made a motion to approve the Construction Contract with Rice Construction Co. LLC in the amount of \$365,945 for renovation of the City Hall Parking Garage sprinkler system, funded by the CIP with \$115,273 being reimbursed by the County. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 21, 2021 here with regards to Contract for McKnight Softball Complex fence replacement.)

Mr. Nate Williams, Parks and Recreation Director, presented the request to approve the Construction Contract with Premier Fence LLC in the amount of \$375,615 for replacement of the fence and the McKnight Softball Complex, funded by the CIP.

Mr. Shacklett made a motion to approve the Construction Contract with Premier Fence LLC in the amount of \$375,615 for replacement of the fence and the McKnight Softball Complex, funded by the CIP. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letter from the Chief of Police was presented to the Council:

(Insert letter dated October 21, 2021 here with regards to purchase of threat plates for body armor.)

Mr. Michael Bowen, Chief of Police, presented the request to approve the Purchase Agreement with Galls, LLC in the amount of \$133,644, funded by a combination of the State Direct Allocation Grant and the Felony Fund, for 516 threat plates for police body armor.

Mr. LaLance made a motion to approve the Purchase Agreement with Galls, LLC in the amount of \$133,644, funded by a combination of the State Direct Allocation Grant and the Felony Fund, for 516 threat plates for police body armor. Mr. Wright seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 21, 2021 here with regards to small-scale Biosolids dryer Contract Amendment.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Contract Addendum with Gryphon Environmental, LLC to allow the company a 30-month payback period for a refund to the City of \$657,145 for the small-scale biosolids dryer which failed to meet performance specifications.

Mr. Wade made a motion to approve the Contract Addendum with Gryphon Environmental, LLC to allow the company a 30-month payback period for a refund to the

City of \$657,145 for the small-scale biosolids dryer which failed to meet performance specifications. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 21, 2021 here with regards  
to Water Resource Recovery Facility Tractor purchase.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Purchase Contract with TriGreen Equipment LLC in the amount of \$62,274, funded by the department's CIP, for a tractor and accessories.

Mr. LaLance made a motion to approve the Purchase Contract with TriGreen Equipment LLC in the amount of \$62,274, funded by the department's CIP, for a tractor and accessories. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 21, 2021 here with  
regards to Water & Sewer Line materials purchase.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve the Purchase Agreement with Southern Pipe and Supply Inc. in the amount of \$155,354, funded by the O&M Budget Water Line and O&M Budget Sewer Lines, for materials necessary to upgrade the water and sewer lines located on Leaf Ave, Harrison Ave, Rose Ave, Boston St, and Clover Ave.

Mr. LaLance made a motion to approve the Purchase Agreement with Southern Pipe and Supply Inc. in the amount of \$155,354, funded by the O&M Budget Water Line and O&M Budget Sewer Lines, for materials necessary to upgrade the water and sewer lines located on Leaf Ave, Harrison Ave, Rose Ave, Boston St, and Clover Ave. Mr. Martin seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated October 21, 2021 here with regards to Beer Permit  
Applications for Cajun Steamer Bar & Grill, 2108 Medical Center  
Pkwy., Ste. G; Slim & Husky's, 2222 Medical Center Pkwy., Ste.  
A; More 4 Less, 728 Memorial Blvd.; Smoke 4 Less, 2840  
Tennessee Blvd.; Discount Zone, 1703 Bradyville Pke.;  
Nirvana Bar and Lounge, 1432 Memorial Blvd. and a  
Special Event Permit for Charity Circle of  
Murfreesboro on 11/05/21 at  
1715 Riverview Dr.)

Mr. Martin made a motion to approve the Beer Permits, pending Building and Codes approval, for Cajun Steamer Bar & Grill, 2108 Medical Center Parkway, Suite G (New Location); Slim & Husky's, 2222 Medical Center Parkway, Suite A (Ownership & Name Change); More 4 Less, 728 Memorial Boulevard (Ownership & Name Change); Smoke 4

Less, 2840 Tennessee Boulevard (Ownership & Name Change); Discount Zone, 1703 Bradyville Pike (New Location); Nirvana Bar and Lounge, 1432 Memorial Boulevard (New Location) and a Special Event Permit for Charity Circle of Murfreesboro on 11/05/21 at 1715 Riverview Drive. Mr. Wright seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director announced that there were no statements nor any board or commission appointments to consider.

Under other business the following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated October 21, 2021 here with regards to Fiscal Year 2022 Personnel Budget Amendment.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to eliminate the full-time Effective Utility Management (EUM) Coordinator position within the department and approve Task Order 2141013.0 with Smith Seckman Reid, Inc. to create a part-time contractor position to perform certain duties that the EUM formerly performed.

Mr. Wade made a motion to eliminate the full-time Effective Utility Management (EUM) Coordinator position withing the department and approve Task Order 2141013.0 with Smith Seckman Reid, Inc. to create a part-time contractor position to perform certain duties that the EUM formerly performed. Mr. Wright seconded the motion and all members of the Council voted "Aye".

Mayor McFarland thanked Employee Services Director, Ms. Pam Russell, for her years of service to the City and recognized the members of Leadership Rutherford who were in attendance at the meeting.

There being no further business, Mayor McFarland adjourned this meeting at 6:27 p.m.

ATTEST:

\_\_\_\_\_  
SHANE MCFARLAND – MAYOR

\_\_\_\_\_  
JENNIFER BROWN - CITY RECORDER

## COUNCIL COMMUNICATION

**Meeting Date: 11/4/2021**

---

**Item Title:** FY22 City Schools Budget Amendment # 3

**Department:** City Schools

**Presented by:** Trey Duke, Director

**Requested Council Action:**

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

---

**Summary**

Amendments to the FY22 City Schools budgets in the General Purpose, Federal Projects and Nutrition funds to address changes in approved budgets and to reflect new grant funds.

**Staff Recommendation**

Approve Resolution 21-R-32 amending the FY22 City Schools budgets as presented.

**Background Information**

In October 2021, the MCS Board approved the following budget amendments:

- FY22 General Purpose fund – to amend the Safe Schools grant approved May 2021 based on the final allocation of \$227,419, which is \$35,084 less than the preliminary estimate.
- FY22 Federal Projects fund – to budget the new ARP Homeless grant award of \$89,885 to address challenges faced by the District’s homeless program during the COVID-19 pandemic.
- FY22 Nutrition fund - to budget fund balance in excess of the allowable 3-month average at June 30, 2021. The list of expenditures submitted for State approval is included with the budget amendment.

**Council Priorities Served**

*Responsible budgeting*

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

**Fiscal Impact**

These funds will be budgeted in City Schools General Purpose, Federal Projects and Nutrition funds to address budget changes and to budget new grant awards. There is no change to fund balance in the General Purpose and School Federal Projects funds.

Nutrition fund balance will decrease by \$2,013,179 per excess balance requirements.

**Attachments**

1. Resolution 21-R-32
2. MCS Budget Amendments

**RESOLUTION 21-R-32** amending the 2021-2022 Murfreesboro City Schools Budget (3rd Amendment).

**WHEREAS**, the City Council adopted Resolution 21-R-19 on May 20, 2021 to implement the 2021-2022 Murfreesboro City Schools Budget; and

**WHEREAS**, it is now desirable and appropriate to adjust and modify the 2021-2022 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The 2021-2022 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on Exhibit A.

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

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

DocuSigned by:

*Adam F. Tucker*

43A2C35E51F9401

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



## General Purpose Schools Fund

22-142-4-CC  
Resolution # 21-R-32

Fiscal Year 2021-2022		BUDGET		AMENDED		AMENDMENT	
Description		AS PASSED OR		BUDGET		INCREASE	
		PREV AMENDED				(DECREASE)	
<u>Revenues</u>							
Safe Schools Grant	\$	262,503	\$	227,419	\$	(35,084)	
Increase in Revenues	\$	262,503	\$	227,419	\$	(35,084)	
<u>Expenditures</u>							
Support Services - Other Salaries	\$	161,725	\$	68,844	\$	(92,881)	
Support Services - Contract Services	\$	105,050	\$	125,100	\$	20,050	
Support Services - Other Supplies/Materials	\$	11,500	\$	12,300	\$	800	
Support Services - In-Service/St Development	\$	50,000	\$	51,600	\$	1,600	
Maintenance of Plant - Admin Equipment	\$	82,415	\$	117,762	\$	35,347	
Increase in Expenditures	\$	410,690	\$	375,606	\$	(35,084)	

## CHANGE IN FUND BALANCE (CASH)

To amend the FY22 Safe Schools grant to reflect the actual allocation of \$227,419. The Board approved the original budget as part of the General Purpose School fund based on preliminary information available at the time.

This Safe Schools grant addresses facility security, communication, and materials/training to promote positive behavioral health for all students.

## Schools Federal Projects Fund

Resolution # 21-R-32

Fiscal Year 2021-2022	BUDGET		AMENDED		AMENDMENT
Description	AS PASSED OR		BUDGET		INCREASE
	PREV AMENDED				(DECREASE)
<u>Revenues</u>					
Federal - ARP Homeless 2.0 grant	\$	-	\$	89,885	\$ 89,885
Increase in Revenues	\$	-	\$	89,885	\$ 89,885
<u>Expenditures ARP Homeless 2.0 grant</u>					
Health Services - Other Charges			\$	1,500	\$ 1,500
Other Student Support - Social Workers			\$	8,500	\$ 8,500
Other Student Support - Social Security			\$	540	\$ 540
Other Student Support - Retirement			\$	1,035	\$ 1,035
Other Student Support - Medicare			\$	125	\$ 125
Other Student Support - Other Charges			\$	55,685	\$ 55,685
Transportation - Contracts with Private Agencies			\$	500	\$ 500
Transportation - Contracts with Parents			\$	700	\$ 700
Transportation - Contracts with Public Carriers			\$	300	\$ 300
Nutrition - Food Supplies			\$	21,000	\$ 21,000
Increase in Expenditures	\$	-	\$	89,885	\$ 89,885

## CHANGE IN FUND BALANCE (CASH)

MCS received a three-year ARP Homeless 2.0 federal award to address challenges faced by the District's homeless program during the COVID-19 pandemic.

The award of \$89,885 provides funding to meet the needs of students by providing vision exams and eye glasses, social support, clothing, assistance with temporary lodging, registration to ESP after school program, and transportation.

## School Nutrition Fund

Resolution # 21-R-32

Fiscal Year 2021-2022

Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
		\$ -	
Increase in Revenues	\$ -	\$ -	\$ -
<u>Expenditures</u>			
School Nutrition - Cafeteria Personnel/Field Manager	\$ 2,207,633	\$ 2,345,633	\$ 138,000
School Nutrition - Other Salaries - PT Asst Farmer	\$ 159,983	\$ 242,983	\$ 83,000
School Nutrition - Matching Social Security	\$ 189,913	\$ 203,615	\$ 13,702
School Nutrition - Matching Retirement	119,113	\$ 123,738	\$ 4,625
School Nutrition - Life Insurance	2,400	\$ 2,550	\$ 150
School Nutrition - Medical Insurance	\$ 220,000	\$ 227,200	\$ 7,200
School Nutrition - Dental Insurance	\$ 6,900	\$ 7,900	\$ 1,000
School Nutrition - Matching Medicare	\$ 35,997	\$ 39,202	\$ 3,205
School Nutrition - Communications	\$ 710	\$ 6,710	\$ 6,000
School Nutrition - Other Contracted Services	\$ 70,000	\$ 645,000	\$ 575,000
School Nutrition - Food Supplies (Food)	\$ 2,658,951	\$ 2,858,951	\$ 200,000
School Nutrition - Gasoline	\$ -	\$ 1,000	\$ 1,000
School Nutrition - Uniforms	\$ 5,000	\$ 15,000	\$ 10,000
School Nutrition - Other Materials/Supplies	\$ 25,000	\$ 32,500	\$ 7,500
School Nutrition - Food Service Equipment	\$ 60,000	\$ 942,797	\$ 882,797
School Nutrition - Motor Vehicle	\$ -	\$ 45,000	\$ 45,000
Transfers Out - Maintenance labor to GP	\$ -	\$ 35,000	\$ 35,000
Increase in Expenditures	\$ 5,761,600	\$ 7,774,779	\$ 2,013,179
Total School Nutrition Expenditure Budget	\$ 6,447,115	\$ 2,013,179	\$ 8,460,294

## CHANGE IN FUND BALANCE (CASH)

Committed for School Nutrition

(2,013,179)

At June 30, 2021, the School Nutrition Fund had an ending fund balance in excess of 3 months average expenses, or \$3 million. USDA requires the District to submit an Excess Balance Plan to lower this balance to an allowable amount. This amendment budgets a majority of the excess balance amount from fund balance at June 30 to the current year's budget.

These funds will be budgeted in the Nutrition fund to add a full-time Field Supervisor, cover the increased cost of lunch monitors and food supplies, purchase kitchen equipment, re-design several dining rooms, create a test kitchen, and add cell phones for managers. The Nutrition fund will reimburse the General Purpose fund for allowable Maintenance labor.

The School Nutrition Department will expand the Farm to School program to add 4 part-time farmers, create 3 in-ground gardens, repair existing greenhouses, purchase a greenhouse, garden tillers and a truck.

Murfreesboro City Schools		10/22/2021
School Nutrition Fund 143		
Budget Amendment for Excess Fund Balance at June 30, 2021		
<b>Account Description</b>	<b>Increase</b>	<b>Item Description</b>
Cafeteria Personnel	38,000	Full-time Kitchen Field Manager
Cafeteria Personnel	100,000	additional hrs/monitors - no new staff - per SS
<b>Total Cafeteria Personnel</b>	<b>\$ 138,000</b>	
Other Salaries/Wages	83,000	add 4 Part-time Farmers
<b>Total Other Salaries</b>	<b>\$ 83,000</b>	
<b>Total Labor</b>	<b>\$ 221,000</b>	
Social Security	2,356	Social Security: FT Field Manager
Social Security	5,146	Social Security: 4 PT Farmers
Social Security	6,200	soc sec additional hrs/monitors - no new staff
<b>Total Social Security</b>	<b>\$ 13,702</b>	
Retirement	4,625	Retirement: FT Field Manager
<b>Total Retirement</b>	<b>\$ 4,625</b>	
Life Insurance	150	Life Insurance: FT Field Manager
<b>Total Life Insurance</b>	<b>\$ 150</b>	
Health Insurance	7,200	Health Insurance: FT Field Manager
<b>Total Medical Insurance</b>	<b>\$ 7,200</b>	
Dental Insurance	1,000	Dental Insurance: FT Field Manager
	<b>\$ 1,000</b>	
Medicare	551	Medicare: FT Field Manager
Medicare	1,204	Medicare: 4 PT Farmers
Medicare	1,450	Medicare: additional monitors
<b>Total Medicare</b>	<b>\$ 3,205</b>	
<b>Total Benefits</b>	<b>\$ 29,882</b>	
<b>Total Labor &amp; Benefits</b>	<b>\$ 250,882</b>	
<b>Budget Description</b>	<b>Increase</b>	<b>Item Description</b>
Communications	6,000	Cell Phones for Managers
<b>Total Communications</b>	<b>\$ 6,000</b>	
Other Contracted Services	75,000	Contracted Kitchen Maintenance
Other Contracted Services	500,000	Redesign of Dining Rooms DS,BF, BR, ES & NF
<b>Total Other Contracted Services</b>	<b>\$ 575,000</b>	
Food	200,000	Increase in Food Cost
<b>Total Food</b>	<b>\$ 200,000</b>	
Gasoline	1,000	Fuel bus/van/truck
<b>Total Gasoline</b>	<b>\$ 1,000</b>	
Uniforms	10,000	Uniform Tops for Kitchen Staff
<b>Total Uniforms</b>	<b>\$ 10,000</b>	
Other Materials/Supplies	7,500	Student badges and holders
<b>Total Other Materials/Supplies</b>	<b>\$ 7,500</b>	
Food Service Equipment	42,000	2 Electric Steamer
Food Service Equipment	83,000	4 Gas Steamers
Food Service Equipment	100,000	4 replacement Serving Lines CLA 2, BR, DS
Food Service Equipment	36,000	3 Pass Thru Warmer/Cooler
Food Service Equipment	4,800	4 80qt. Mixing Bowls with Stands
Food Service Equipment	42,000	4 Electric Double Stack Ovens
Food Service Equipment	48,000	5 Gas Double Stack Ovens

Murfreesboro City Schools		10/22/2021
School Nutrition Fund 143		
Budget Amendment for Excess Fund Balance at June 30, 2021		
<b>Account Description</b>	<b>Increase</b>	<b>Item Description</b>
Food Service Equipment	12,000	4 Warming Cabinets
Food Service Equipment	69,000	115 Sets of Shelving
Food Service Equipment	2,250	15 Dunnage Racks
Food Service Equipment	1,908	12 Milk Dollies
Food Service Equipment	20,000	1 Dish Machine at BR
Food Service Equipment	7,000	1 Three Door Cooler
Food Service Equipment	2,500	1 Glass Door Merchandiser
Food Service Equipment	4,000	Farm to School: 2 Tillers for Inground Crops
Food Service Equipment	60,000	F2S: 3 new high tunnels for Inground Crops
Food Service Equipment	60,000	F2S: Conversion of 8 Greenhouses
Food Service Equipment	35,000	F2S: New Greenhouse - Salem Elem
Food Service Equipment	32,000	F2S: 4 Sheds
Food Service Equipment	11,000	13 Touch Screen Monitors for Serving Lines
Food Service Equipment	3,000	6 Monitors for Managers Offices
Food Service Equipment	27,339	20 Computers for Kitchens
Food Service Equipment	15,000	Printers for Kitchens
Food Service Equipment	15,000	23 ID Scanners for Students
Food Service Equipment	15,000	Test Kitchen
Food Service Equipment	135,000	Outdoor student dining
<b>Total Food Service Equipment</b>	<b>\$ 882,797</b>	
Motor Vehicles	45,000	Farm to School Truck
<b>Total Vehicles</b>	<b>\$ 45,000</b>	
<b>Total Direct Costs</b>	<b>\$ 1,978,179</b>	
Maintenance labor - reimb GP	35,000	
<b>Total Transfers Out</b>	<b>\$ 35,000</b>	
<b>Grand Total</b>	<b>\$ 2,013,179</b>	
Farm to School		Field Manager
Labor/Benefits	89,350	51,882
Equipment	236,000	
<b>Total Farm to School</b>	<b>\$ 325,350</b>	

# COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

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Item Title: Extension of Development Agreement for Fountains Development

Department: Administration

Presented by: Craig Tindall

Requested Council Action:

Ordinance ☒

Resolution ☐

Motion ☒

Direction ☐

Information ☐

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## Summary

Extension of the development agreement for the Fountains Development in the Gateway.

## Staff Recommendation

Approve the Third Amendment to Agreement for Conveyance of Real Estate.

## Background Information

In 2015, the City entered into an agreement to sale land to Schott Graby, which Mr. Graby construction The Fountains mixed-used development. The agreement anticipated extension to accommodate the new development in the Gateway and adjust to the variables in the real estate market. Accordingly, the agreement as been extended and the current extension is consistent with the premise of the original agreement.

Phase I of the mixed-use development is virtual complete and has added to the City employment base. Mr. Graby is prepared to initiate the second phase, which will provide just need Class A office space. Over the last couple of years, the City and Chambers efforts to recruit employers who will relocate office jobs to Murfreesboro has been hampered by the lack of available Class A office space. Therefore, Mr. **Graby's development will address a demand and assist** with the City's economic development. Staff extending the terms and conditions of the original agreement is beneficial and consistent with current commercial development terms considering all of the factors involved with the land designated for Phase II of The Fountains.

## Council Priorities Served

### *Responsible budgeting*

Enhancing economic development activities has a positive effect on the City budgeting by expanding the potential for new revenue, as well as expanding job opportunities within the community.

Fiscal Impact

None

Attachments

1. Third Amendment to the Agreement for Conveyance of Real Estate with Scott Graby

**THIRD AMENDMENT TO AGREEMENT FOR  
CONVEYANCE OF REAL ESTATE -  
EXTENSION OF PHASE 2 OPTION**

This Third Amendment to Agreement for Conveyance of Real Estate – Extension of Phase 2 Option (“Third Amendment”) is by and between the City of Murfreesboro, Tennessee, a municipal corporation (“City”) and Fountains at Gateway, LLC, as assignee of and successor to Scott Graby, (“Fountains”), together, (the “Parties”). City understands that Fountains may assign this Third Amendment for the purpose of an IRS 1031 Exchange.

WHEREAS, the following facts exist:

A. The Parties or their predecessors entered into an Agreement for Conveyance of Real Estate effective March 19, 2015 (the “Agreement”), amended by a First Amendment to Agreement for Conveyance of Real Estate dated April 20, 2015 (the “First Amendment”), and further amended by a Second Amendment to Agreement for Conveyance of Real Estate dated April 13, 2017 (, the “Second Amendment”). Section 15 of the Agreement granted Graby an option to purchase certain defined “Phase 2” property (the “Phase 2 Option”).

B. The Phase 2 Option was to be exercised by notice to the City not later than May 1, 2020, but the Agreement provides that for good cause shown the City can extend the option. The City agrees that the unusual exigencies related to the pandemic and its effect on the real estate market constitute good cause for the extension of time to exercise Option 2.

C. Graby has now identified certain projects that appear to be suitable candidates for the facilities contemplated for the Phase 2 property, and desires to pursue the development of Phase 2.

D. The Fountains is designed to serve as a mixed-use environment attractive to employers bringing white-collar employment opportunities to the City. The Parties agrees that the additional development outlined herein will create the cutting-edge technological elements currently desired by corporate tenants. The City believes that the projects identified by Graby will support the City’s goals of attracting high-quality, white-collar jobs along with providing the amenities such as restaurants and retail space required for modern office environment and which will create significant direct and indirect tax revenues supportive of the City’s services to the community as a whole.



NOW THEREFORE, for good and valuable mutual considerations, including but not limited to the benefits expected to be derived by both Parties, the receipt and sufficiency of all of which is hereby irrevocably acknowledged and confirmed, the Parties agree as follows:

1. The Parties agree that the obligations of Fountains secured by that certain Lien to Secure Performance recorded at Record Book 3186 page 3196, RORC, have been performed and the City will execute and record a full Release and Satisfaction of said Lien.

2. The Parties agree that Sec. 15 of the Agreement shall, from this date forward, be modified as follows:

A. In the second line of the introductory paragraph to Sec. 15, "8 acres" shall be amended to "7.51 acres." A copy of a survey illustrating the 7.51 acre parcel is attached as **Exhibit A** to this Extension.

B. The third line of Sec. 15.B. shall be amended to change the date "May 1, 2020," to "December 31, 2022."

C. The entirety of Section 15.F. shall be deleted and replaced with the following:

"F. Fountains shall design and construct a second Class-A office building containing not less than 100,000 square feet on the Phase 2-A Property and an additional Class A retail / restaurant / hotel building on the Phase 2-B Property (altogether, "Second Project") for sale or lease. The Phase 2-A building will contain a mix of restaurant / retail / office uses on the first floor. On upper floors, the allocation of space between office and residential condominiums would be adjustable to respond to rapidly changing dynamics in the office market, with no less than 50,000 square feet allocated to office space.

Construction of the Phase 2-A office building shall substantially begin on or before eighteen (18) months after the Phase 2 Closing Date, subject to Force Majeure. The City will have the right to extend this deadline if the City, in its sole discretion, determines that an extension is in its best interest. Construction of the second retail / restaurant / hotel building may begin simultaneously with construction of the second office building; however, construction of the second retail / restaurant / hotel building cannot begin prior to the start of construction of the second office building."

D. An illustration substantially depicting the 2-A and 2-B property, subject to final surveying, is attached as **Exhibit B**.

E. The last line of Sec. 15.G.(iii) shall be amended to change "1-B" to "2-B."

F. The last line of Sec. 16.B. shall be amended to change "July 1, 2022" to "July 1, 2026."

3. All other provisions of the Agreement, the First Amendment, and the Second Amendment shall remain in full force and effect as written.

4. This Third Amendment shall be binding on the Parties together with any permitted successors or assigns.

5. This Third Amendment shall be effective as of the date of the last party to sign, provided that in no event will this Third Amendment be effective until approved by the Murfreesboro City Council.

**CITY OF MURFREESBORO**

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

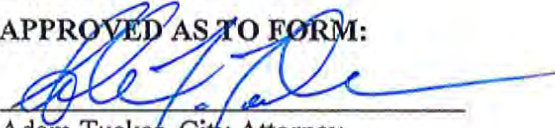
**FOUNTAINS AT GATEWAY, LLC**

By Scott Graby  
Scott Graby, manager  
Date: 11/1/21

**ATTEST:**

\_\_\_\_\_  
Jennifer Brown, City Recorder

**APPROVED AS TO FORM:**

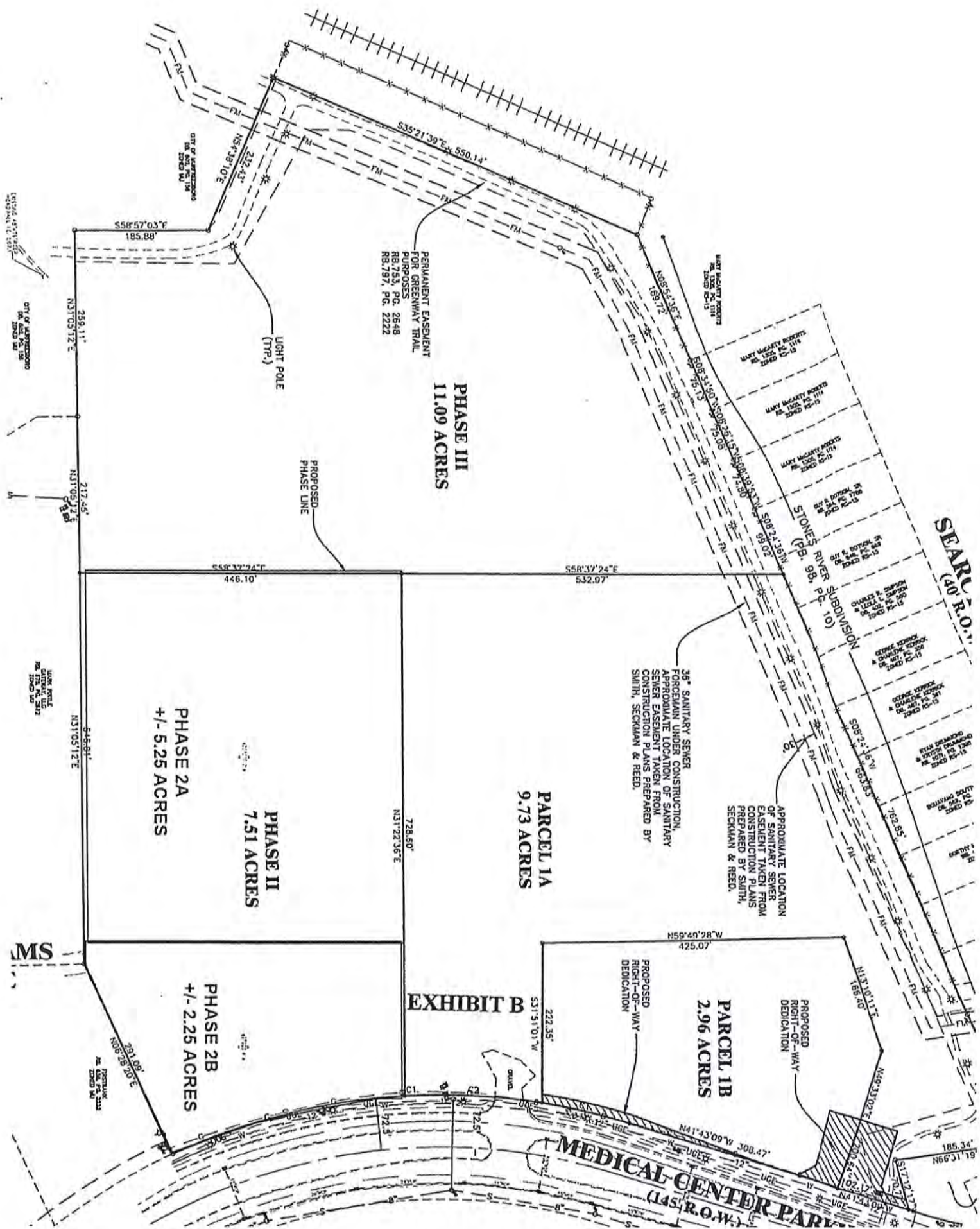
  
Adam Tucker, City Attorney

Approved by Murfreesboro City Council: \_\_\_\_\_, 2021.





BOUNDARY SURVEY	
THE FOUNTAINS AT GATEWAY	
MUNTERSBO, IN JAYNE CREEK RESERVATION - RUTHERFORD COUNTY - TN	
DATE: APRIL 2015	SHEET 1" = 100' SEE 1 OF 1



# COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

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Item Title: Operations & Maintenance Vehicle Purchase

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

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## Summary

Purchase Ford-350 4x4 super cab truck.

## Staff Recommendation

Approve the purchase of the vehicle in accordance with the State of Tennessee vehicle contract.

## Background Information

In MWRD's approved Capital Budget FY22 there is a line item to replace a 2015 Ford F-350 with crane. The desired vehicle is included on the State of Tennessee Vehicle Contract with Ford of Murfreesboro. We contacted two other Chevrolet/GMC dealers and this type of vehicle was not available and another Ford Dealership, but they did not respond. The total amount budgeted for the purchase is \$73,500, which is over budget by \$1,875.

## Council Priorities Served

### *Responsible budgeting*

Prudent purchasing process and effective maintenance of equipment in a good working condition is a critical aspect to good budget.

## Fiscal Impacts

This expenditure, \$75,375, is funded by the Department's FY22 CIP Budget.

## Attachments:

1. Quote from Ford of Murfreesboro
2. Statewide Contract



## Ford of Murfreesboro

1550 NW Broad St. Murfreesboro, TN 37129

## SALES QUOTATION

Statewide Contract 209/64470

TO:  
City of Murfreesboro

DATE | 10/19/2021  
F.O.B.  
TERMS | 30 Days ARO  
DELIVERY | TBD  
NUMBER | MUR014

*We are pleased to quote you the following:*

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	X3B	F-350 Super Cab 4x4	\$41,926.00	\$41,926.00
1	OPT	Additional Options	\$33,449.00	\$33,449.00
		Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.		
		Total Price	\$75,375.00	\$75,375.00

*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

October 19, 2021

DATE



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

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

TT of F Murfreesboro Inc  
1550 NW Broad St

Murfreesboro, TN 37129

Vendor ID: 0000141024

**Contract Number: 0000000000000000000072320**

Title: SWC209 Vehicles

Start Date : September 28, 2021 End Date: December 31, 2023

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

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

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

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

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

**Contract Contact Information:**

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

Line Information

**Line 1**

Item ID: 1000179934  
*Police, Vehicles, Ford, Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-001  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 2**

Item ID: 1000179935  
*Sedans, Ford, Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-002  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 3**

Item ID: 1000179936  
*Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-003  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 4**

Item ID: 1000179937  
*Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-004  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 5**

Item ID: 1000179938  
*Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-005  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 6**

Item ID: 1000179939  
*Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-COBB-006  
Manufacturer Item #:



Unit Price: \$ 0

**Line 7**

Item ID: 1000179941

*Optional Equipment, Generic SWC209 Asset*

Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-008

Manufacturer Item #:

Unit Price: \$ 0

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

# COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

---

Item Title: Water & Sewer Line Materials 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 materials necessary to upgrade the water and sewer lines located on Leaf Ave, Harrison Ave, Rose Ave, Boston St, and Clover Ave.

## Staff Recommendation

Approve the purchase of pipe, valves, and materials from Hayes Pipe Supply, Inc.

## Background Information

O&M requested sealed bids for the materials necessary to upgrade these water and sewer lines. The bid opening was held Tuesday September 21, 2021 and awarded to Southern Pipe & Supply; however, due to supply chain issues they were unable to fulfill the order. We recommend moving to the next responsive and responsible bidder Hayes Pipe Supply.

## Council Priorities Served

### *Responsible budgeting*

By requesting sealed bids, the department is receiving competitive pricing.

### *Maintain public safety*

MWRD is taking a proactive approach to replace deteriorating water and sewer lines to maintain reliable service and prevent outages and costly repairs.

## Fiscal Impacts

This expenditure, \$162,355, will be funded by FY22 O&M Budget Water Line and O&M Budget Sewer Lines.

## Attachments

1. Hayes Pipe Supply, Inc. Bid
2. Hayes Pipe Supply, Inc. Contract

HAYES

PURCHASING DEPARTMENT  
BID FORM

Date:

Title: Pipe and Materials – Leaf, Harrison, & Clover  
Avenues

Name of Company/Bidder:

INSTRUCTIONS:

All prices must include all costs. Costs included in the bid prices shall include materials, delivery, any other standard equipment necessary provide this service. Pricing for each component shall be effective for ninety (90) days from date of bid award. The City is not subject to sales tax.

ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	3675	FT.	8" PVC C900 DR 18 Water Pipe	\$17.80	\$65,415
2	5	EA.	8" x 6" Anchor Tee	\$184	\$920
3	2	EA.	8" MJ Gate Valve	\$980	\$1,960
4	5	EA.	6" MJ Gate Valve	\$616	\$3,080
5	75	FT.	Ductile Iron Pipe	\$16.75	\$1,256.25
6	5	EA.	5-1/4 Storz Connection Fire Hydrant	\$2425	\$12,125
7	5	EA.	8" MJ Sleeve	\$167	\$835
8	2	EA.	6" MJ Sleeve	\$107	\$214
9	2	EA.	6" MJ Tapping Valve	\$859	\$1,718
10	330	FT.	10" PVC SDR-26 Sewer Pipe	\$17.39	\$5,738.70
11	4500	FT.	8" PVC SDR-26 Sewer Pipe	\$11.17	\$50,265
12	3	EA.	10" x 6" WYE SRD-26	\$158	\$474
13	86	EA.	8" x 6" WYE SRD-26	\$69	\$5,934
14	86	EA.	45 Degree Bend SDR-26	\$20	\$1,720
15	1750	FT.	6" PVC SDR-26 Sewer Pipe	\$6.17	\$10,797.50
16	86	EA.	6" X 4" Flexible Couplings	\$10.50	\$903

GRAND TOTAL: \$162,355.45

## **Agreement for Pipe & Materials – Leaf, Harrison, Clover Avenues**

This Agreement is entered into and effective as of the \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Hayes Pipe Supply, Inc.**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-10-2022 – Pipe and Materials – Leaf, Harrison, & Clover Avenues issued 09/07/2021 (the "Solicitation");
- Contractor's Proposal, dated 09/20/2021 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 09/20/2021 (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 shall provide and City shall purchase the materials based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-10-2022 – Pipe and Materials – Leaf, Harrison, & Clover Avenues."

### **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 total **purchase price of \$162,355.45**. 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.
- b. All items must be available for delivery within 30 days from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The materials shall be delivered to the City of Murfreesboro Water Resources Department, 1725 South Church Street, 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:

Hayes Pipe Supply, Inc.  
Attn: Tim Sullivan, Controller  
950 Fiber Glass Road  
Nashville, TN 37210  
[tsullivan@hayespipe.com](mailto:tsullivan@hayespipe.com)

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 \_\_\_\_\_, 2021 (the "Effective Date").

**City of Murfreesboro, Tennessee**

**Hayes Pipe Supply, Inc.**

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

DocuSigned by:  
By Tim Sullivan  
Tim O. Sullivan, Controller

Approved as to form:  
DocuSigned by:  
Adam F. Tucker  
Adam F. Tucker, City Attorney

# COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

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Item Title: Commercial Painting Inc. Contract Fifth Amendment

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

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## Summary

The Fifth Amendment is intended only to extend the contract until the painting of the High Service Pump Station is completed following the improvements it is currently undergoing at the Stones River Water Treatment Plant.

## Staff Recommendation

Approve the Fifth Amendment for Commercial Painting, Inc. (CPI).

## Background Information

In December 2018, Staff brought the bids for repainting of the Stones River Water Treatment Plant and Auxiliary Intake Building over the next four years. The approved bidder was Commercial Painting, Inc (CPI). The total project cost for the original contract cost was \$1,126,240. Two changes orders have been approved by the Board and Council bringing the total cost of the contract to \$1,164,063.

Currently there are improvements being made to the High Service Pump Station that includes demolition of some existing equipment and the installation of new equipment. It is expected that completion of the improvements will not be completed until sometime in mid-2022 after the current fiscal year. The amendment will allow for the extension of the contract to allow Commercial Painting to painting the High Service Pump Station after all improvements are completed thereby reducing overall costs to the project.

## Council Priorities Served

### *Responsible budgeting*

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

## Attachments

Commercial Painting Inc. Contract Fifth Amendment

**FIFTH AMENDMENT AND MODIFICATION  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
COMMERCIAL PAINTING INC.**

This Fifth Amendment and Modification ("Fifth Amendment") to the Contract, entered into December 20, 2018 ("Contract") and currently effective until June 30, 2022, as amended, is effective as of this \_\_\_\_ Day of October, 2021, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee, and Commercial Painting Inc. ("Contractor"), a Corporation of the State of Tennessee.

**RECITALS**

WHEREAS, on December 20, 2018 the City entered into a contract with Contractor for Commercial Structure and Facilities Painting; and,

WHEREAS, the term of the contract between the City and Contractor is currently from July 1, 2020 to June 30, 2022; and,

WHEREAS, pursuant to the Contract and the Third Amendment thereto, Contractor is to provide certain painting services for "Area Thirteen," City's High Service Building during the 2021/2022 fiscal year; and

WHEREAS, City is currently planning to undertake certain construction, repair, and/or modification actions at said High Service Building, with said actions reasonably expected to extend beyond June 30, 2022; and

WHEREAS, the parties agree that Contractor's painting services should not commence until after City's construction, repair, and/or modification actions are complete; and

WHEREAS, the parties agree that the terms of the Contract should, in all respect, survive the expiration of the contract with respect to the painting services at the High Service Building:

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

1. City's work order for painting services at "Area Thirteen," the High Service Building, is and shall be deemed to be submitted to and accepted by Contractor within the current term of the Contract.
2. City and Contractor shall make reasonable efforts to coordinate work at the High Service Building so that Contractor's painting services occur after and consistent with City's construction, repair, and/or modification actions at the High Service Building.
3. All terms and conditions of the Contract shall survive expiration of the Contract through this executed Fifth Amendment, and shall remain in full force and effect until Contractor's completion of painting services at the High Service Building and City's acceptance of the same, to include (without limitation) any applicable warranty therefore.

4. Except as provided herein, no other changes to the Contract are contemplated by this Fifth Amendment, and all other terms and conditions of the Contract remain in full force and effect.

CITY OF MURFREESBORO

COMMERCIAL PAINTING INC.:

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

DocuSigned by:  
By: *Bobby Tate* \_\_\_\_\_  
Bobby Tate, Vice President

Approved as to form:

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

## COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

---

Item Title: Specific Energy Pump Asset Management System (SEPAMS)

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

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

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### Summary

Purchase of SEPAMS for the Southwest Regional Sewage Pumping Station (SWRPS).

### Staff Recommendation

Approve the purchase of Specific Energy Pump Asset Management System.

### Background Information

SEPAMS is a dynamic pump optimizer and has proven to be a valuable tool for MWRD in multiple pump stations to ensure that pumps are operating at the highest benefit and least energy demand.

The following benefits have been evidenced thus far:

- Lifecycles of pump station impellers, seals, bushings and bearings are extended.
- Provides a performance indicator which predicts when preventive maintenance or replacement of impellers are required before costly maintenance is required.
- Ability to analyze the performance of the force main and indicate loss of capacity

### Council Priorities Served

#### *Responsible budgeting*

Energy savings (13.5% reduction) and predictive maintenance will both allow for much improved operation and maintenance budgeting.

#### *Maintain public safety*

The ability to predict preventative maintenance will reduce mechanical failures and possible sewage overflows onto the nearby greenway and into the Stones River which are enjoyed daily by the public.

### Fiscal Impact

One-time costs of \$14,038 with annual maintenance fee of \$6,238 for total Year 1 cost of \$20,321. Anticipated payback of 5 years and 2 months provides an annual return of \$3,741.

### Attachments

Specific Energy SWRPS Proposal



# Memorandum

**DATE:** October 4, 2021  
**TO:** Darren Gore, Matt Powers- MWRD  
**CC:** Perry Steger  
**FROM:** Mike Bernard  
**RE:** Southwest Regional Pump Station Proposal

---

## BACKGROUND

The Southwest Regional Pump Station (SWRPS) is the largest pump station in the wastewater collection system. It's 20 MGD design capacity represents almost  $\frac{1}{4}$  of the peak capacity of the Murfreesboro Water Resource Recovery Facility (MWRRF) as well as almost  $\frac{1}{4}$  of the average daily flow to the facility. It also has the longest force main (roughly 5 miles) within the collection system. Not only is this one of the most important pumping stations in the entire collection system, this long force main also represents a significant asset management challenge for the Department. Because the station operates at reduced speeds during dry weather conditions, there is a greater potential for solids deposition in both the forcemain and in the pumps. These conditions are difficult to monitor and analyze, even with the advanced SCADA system on the station.

## PROPOSED SOLUTION

The same Dynamic Pump Optimizer (DPO) installed on all raw, membrane, and high service pumps at the Stones River Water Treatment Plant (SRWTP) can provide the analytics necessary to track the condition of both the pumps and the force main. The DPO continually analyzes the SCADA data from the existing instrumentation and provides insight as to the health of the overall system. These insights are invaluable to both the operations and maintenance staff as well as the managers and engineers who are responsible for ensuring that this critical system operates in all conditions.

The DPO will track the condition of each pump individually to ensure that the equipment is operating at peak efficiency during average dry weather conditions. This same data will be used to indicate the degree of wear and tear on each pump, and suggest when repair, refurbishment or replacement of equipment is warranted to assure peak capacity is available during wet weather high flows.

In addition to the insights related to the pumps, the DPO provides the ability to analyze the performance of the force main. This analysis can indicate if there is any loss of capacity due to obstructions in the 5 miles of pipeline. In wastewater pumping, these obstructions can be caused by the gradual accumulation of debris, air or grease in the piping. It can also occur acutely if large debris passes through the pump but gets stuck somewhere in the piping system.



This analysis is critical to ensuring that the pumping system is able to deliver flow effectively during high flow events.

## **FISCAL IMPACT**

The proposed cost of the DPO for the SWRPS is \$20,321.00 including the first year of annual service for the software interface, communications, updates, and data storage per the attached proposal. After that, the annual service will cost \$6,238 per year. In our walk through of the facility with MWRD personnel, the only additional instrumentation required for the DPO is a discharge pressure transducer. MWRD personnel indicated that they could install and integrate this sensor using in-house personnel, but the additional cost of that transducer, wiring, conduit, and piping is estimated at approximately \$5,000.

A preliminary analysis of data from the SWRPS indicates a potential energy savings of 15.4% by utilizing DPO. If this level of savings is realized, the simple payback from DPO use will be approximately 62 months. Additionally, equipment that is operated within its preferred operating range is likely to operate longer in between repairs or replacement. While reducing costs are important, we believe the true value brought by the DPO are the operational insights it will afford your staff to assure that the station's and the pipeline's design capacities are available when MWRD needs them.



1978 S. Austin Avenue • Georgetown, Texas 78626 • 512-930-9415

July 20, 2021

Matt Powers  
Operations Manager- Wastewater  
1725 South Church St.  
Murfreesboro TN 37129  
(629) 335-1830

## Proposal for Pump Asset Management and Optimization

### Project Description

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Pump Asset Management and Optimization for:	<b>Murfreesboro Water Resources Department</b>
	<b>Southwest Regional PS</b>
	<b>Bridge Avenue</b>
	<b>Murfreesboro TN 37129</b>

Description	Power (hp)		Notes
Pump 1	75	hp	w/ VFD
Pump 2	300	hp	w/ VFD
Pump 3	300	hp	w/ VFD
Pump 4	300	hp	w/ VFD

### Overview of Services

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Specific Energy proposes to furnish a Dynamic Pump Optimizer (DPO) configured for this pump station. The DPO implements Specific Energy's asset management and optimization technologies.

Specific Energy's DPO enables routine operator-initiated pump testing for comparison of current pump condition to ideal factory pump curves. The DPO calculates Pump Health Index (PHI), continually recalculates annualized excess energy costs due to worn pumps, and recommends pumps for repair or replacement based on a rigorous financial analysis. This financial analysis can be incorporated into a comprehensive pump asset management program to determine optimal scheduling of pump repairs.

Additionally, the DPO calculates the combination of pumps and speeds that satisfies current flow demand while maximizing energy efficiency. The DPO selects the most efficient combination of pumps and speeds that operates each pump within its Preferred Operating Range. As system conditions change throughout the day, the DPO recomputes the solution to ensure the station continues to operate at minimum specific energy (kWh/MG).

The DPO may be used in either Advisory Mode (operators use recommendations from the DPO to select which pumps and speeds to use) or DPO-Mode (pump station PLC uses recommendations from the DPO to continually operate the pump station at peak performance).



## Detailed Scope of Services

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### Configuration and Installation Support Phase

The Configuration and Installation Support Fee (CISF) is a one-time fee that includes the following services **provided by Specific Energy**:

#### Standard Services

- Configure Specific Energy equipment to match customer's specific application, including configuration of communications and modeling of station piping, pumps, and sensors.
- Deliver Specific Energy DIN-rail mountable hardware for field installation by others, including wiring instructions to connect the equipment to power and electrical equipment and controllers.
- Customized programming and written instructions to configure customer's equipment to communicate with the Specific Energy DPO.
- Unlimited support by Specific Energy's technical staff for the installation phase during normal business hours (Monday through Friday, 8 AM to 5 PM CT), including commissioning and initial troubleshooting. During this phase, the cellular or direct internet connection must be active so Specific Energy's staff can remotely monitor and troubleshoot the equipment.

The following items are not included in Specific Energy's Scope of Services, and are to be provided by others:

- Install Specific Energy DIN-rail mountable DPO inside existing pump station control panel (requires 12 VDC or 120 VAC from an uninterruptible power supply).
- Install instrumentation required by DPO: tank level or suction pressure, discharge pressure, pump station flow, and per pump powers, run statuses, and speeds.
- Configure pump station PLC to communicate with DPO.

### Operational Phase

The Dynamic Pump Optimizer Annual Service Fee includes these services **by Specific Energy**:

- DPO and cellular modem replacement upon failure
- Unlimited Cellular data plan
- Secure 24-hour operator interface with no license restrictions for number of concurrent users
- Data logging at one-second resolution.
- Telephone and email technical support during normal business hours (Monday through Friday, 8 AM to 5 PM CT)
- Automatic updates for ongoing software enhancement, bug fixes, and security patches
- Monthly Pump Station Reports including individual pump report cards, delivered via email.

## Quotation

Base fee (\$6,000/station)	\$	6,000
CISF Pump Configuration Fee (\$1,400/pump)	\$	5,600
CISF Pump Power Fee (\$2.50/HP)	\$	2,438
<b>Total One-Time Configuration and Installation Support Fee (CISF)</b>	<b>\$</b>	<b>14,038</b>
Base Fee, includes Specific Energy client interface, unlimited simultaneous users, one-second data logging, historical trending, exporting, alarm and event logging and reporting	\$	3,280
Power fee, Pumps up to 2000 hp (\$3.08/hp * 975 hp)	\$	3,003
Power fee, Pumps > 2000 hp (\$1.54/hp * 0 hp)	\$	-
<b>Total Annual Service Fees</b>	<b>\$</b>	<b>6,283</b>
<b>Proposal Total</b>	<b>\$</b>	<b>20,321</b>

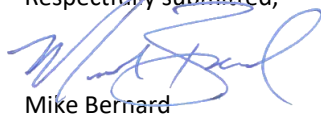
## Payment Terms

Payments are Net 30 days. Configuration and Installation Support Fee (CISF) will be invoiced when hardware is shipped to Customer. Annual Service Fee will be invoiced when Specific Energy's hardware is connected to Customer data source and transmitting data via the web portal.

## Summary

I am pleased to prepare this proposal for your consideration. This proposal is valid for 90 days from the date of this proposal.

Respectfully submitted,



Mike Bernard

## Signature

By signature below, I hereby agree to abide by the terms and conditions specified herein.

### MURFREESBORO WATER RESOURCES DEPARTMENT

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

*Signature of Authorized Signer*

\_\_\_\_\_  
*Printed Name & Title of Authorized Signer*

## Estimate of Savings for Murfreesboro Water Resources Department Southwest Regional PS

The table below estimates expected cost reductions for this pump station. Energy reduction estimates are based on annual energy consumption for this pump station (estimated based on pump station size) of \$65,000 and average savings percentage reported by existing DPO installations.

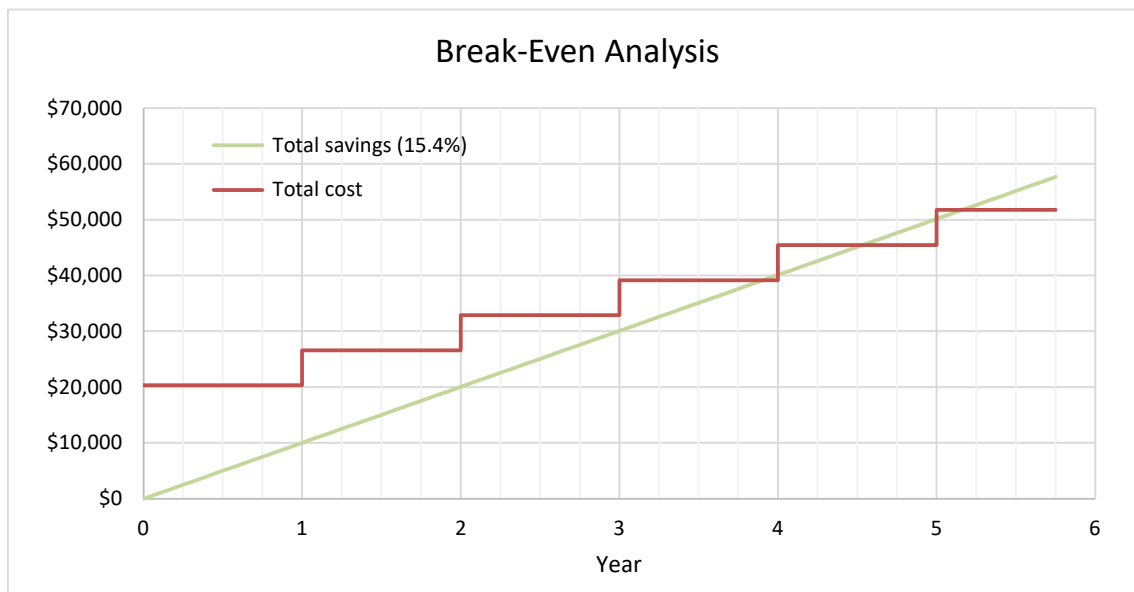
The estimates of reduction in repair costs assume pump life is extended from 15 years to 15 years and that repairs cost \$200 per horsepower.

<b>Estimated Annual Savings</b>		<b>\$ 10,024</b>
15.4% Energy Reduction	\$ 10,024	
Reduced Repair Costs	\$ -	

## Break-even Analysis

<b>One-time Costs</b>		<b>\$ 14,038</b>
Configuration and Installation Support Fee (CISF)	\$ 14,038	
<b>Annual return</b>		<b>\$ 3,741</b>
Estimated Annual Savings	\$ 10,024	
Annual Service Fee	\$ (6,283)	
<b>Break-even point (15.4% energy reduction)</b>		<b>5 yrs, 2 mos</b>

The chart below shows cumulative costs and savings as a function of time. It is based on the one-time costs and annual costs shown above.



# COUNCIL COMMUNICATION

Meeting Date: 11/04/2021

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Item Title: Gateway Commission

Department: Administration

Presented by: Mayor

Requested Council Action:

Ordinance ☐

Resolution ☐

Motion ☒

Direction ☐

Information ☐

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## Summary

Reappointment to the Gateway Commission.

## Background Information

The Commission makes informed recommendations to City Council about the sale, lease, gift or other use of Murfreesboro Gateway property which recommendation shall then be accepted or rejected in their totality by the City Council. As established by Resolution 03-R-29, there are five appointed members for three-year terms.

## Council Priorities Served

### *Engaging Our Community*

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

## Attachments:

Memo from Mayor McFarland



*. . . creating a better quality of life.*

November 4, 2021

Members of City Council

RE: Recommended Appointments – Gateway Commission

As an item for the City Council Agenda, I am recommending the following appointments to the Gateway Commission.

Appoint Mr. John Jones replacing Mrs. Lynn Lien (term expires October 1, 2024)

Reappoint Mr. Rick Sain (term expires October 1, 2024)

Reappoint Mr. Harold Yokley (term expires October 1, 2024)

Sincerely,

Mayor Shane McFarland